



**AGENDA
BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, May 4, 2015**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. Proclamation declaring May 10-16, 2015 as **National Police Week** (Jacobs)
 - b. Proclamation declaring May 17-23, 2015 as **Emergency Medical Services Week** (Liggett)
 - c. Proclamation declaring May 17-23, 2015 as **National Public Works Week** (Boysen)
4. PUBLIC HEARINGS
 - a. Resolution authorizing a **Conditional Use Permit** to allow a residential care apartment complex in a C-1, Office District, for the property located at 2020 Cranston Road (Christensen)
Plan Commission recommendation for approval 6-0
5. CITIZEN 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 special meeting of April 17, special and regular meetings of April 20, and the organizational meeting of April 21, 2015 (Elson)
 - b. Applications for **Renewal of Alcohol Beverage Licenses** for License Period July 1, 2015 – June 30, 2016 (Elson) Refer to ABLCC
 - c. Resolution awarding **Public Works Contract C15-11**, Colley Road Interceptor Lining (Boysen)
 - d. Resolution approving Residential **Offers to Purchase** the properties located at 940 Second Street, 42 Merrill Street, 957 Third Street, and 959 Third Street Beloit Wisconsin (Christensen)
7. ORDINANCES – none
8. APPOINTMENTS
 - a. Council President **Committee/Board/Commission Appointments**

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION

- a. Presentation on **Golf Course Operations** (Boysen and Ramsey)

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution authorizing a revision to the **2015 Schedule of Fees, Charges, and Rates for the Krueger Haskell Golf Course** in the City of Beloit, Wisconsin (Boysen)
- b. Resolution approving amendments to the City of Beloit's Housing **Rehabilitation Revolving Loan Program** (Christensen)
- c. Resolution approving a First Amendment to the **Cooperative Agreement** between the City of Beloit and the Ho-Chunk Nation for the Colley Road and Willowbrook Road TIGER Grant Project (Boysen)
- d. Resolution supporting the City of Beloit's "Gateways to Opportunity" **TIGER 2015 Grant Application** (Boysen)
- e. Resolution approving a **Memorandum Of Understanding** between the City of Beloit and Mercy Health System Corporation regarding its designation as a Medical Control Hospital for the City of Beloit's Basic and Advanced Life Support Services Program (Liggett)
- f. Resolution authorizing an **Operating Agreement** between the City of Beloit and Friends of Welty Environmental Center, Inc., for office space at Big Hill Center, 1201 Big Hill Court, Beloit, Wisconsin. (Arft)
- g. Resolution designating Larry N. Arft as **City Manager Emeritus** (Krueger)

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: April 29, 2015
Jelene J. Ahrens, WCMC
Deputy City Clerk
City of Beloit
www.beloitwi.gov

You can watch this meeting live on Charter PEG 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.

WHEREAS, police services provided in our City are an integral part of our citizens' everyday lives; and

WHEREAS, the men and women who protect us, defend us, and serve us on a daily basis are highly trained and dedicated; and

WHEREAS, the City of Beloit's Police Department is nationally and state recognized as an Accredited Law Enforcement Agency, upholding stringent standards of professionalism including stewardship, integrity, diversity, continuous improvement, and knowledge; and

WHEREAS, the City of Beloit Police Department uses community policing tactics, collaboration and technology to address disorder issues; and

WHEREAS, Police Officers recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and intimidation; and

WHEREAS, the support of an understanding, cooperative, and informed citizenry is vital to the efficient operation of police services and programs which are all guided by the Police Department's problem solving philosophy; and

WHEREAS, the health, safety, and quality of life in this community greatly depends on these programs, services, and employees providing them; and

WHEREAS, we recognize the sacrifices of present and past employees.

NOW, THEREFORE, THE CITY COUNCIL PRESIDENT OF THE БЕЛОIT CITY COUNCIL does hereby proclaim the week of May 10 through May 16, 2015 as "**NATIONAL POLICE WEEK**" in the City of Beloit, and calls upon all citizens and civic organizations to appreciate the contributions which these officers make every day to our health, safety, and quality of life.

Presented this 4th day of May 2015

Charles M. Haynes, City Council President

ATTEST:

Judith A. Elson, Deputy City Clerk

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating “Emergency Medical Services Week.”

NOW, THEREFORE, THE COUNCIL PRESIDENT OF THE BELOIT CITY COUNCIL does hereby proclaim the week of May 17 through May 23, 2015 as “**EMERGENCY MEDICAL SERVICES WEEK**” with the theme “**EMS Strong**.” The City Council further encourages the community to observe this week with appropriate programs, ceremonies, and activities.

Adopted this 4th day of May 2015.

Charles M. Haynes, President
Beloit City Council

ATTEST:

Judith A. Elson
Deputy City Clerk

WHEREAS, public works services provided in our community are an integral part of our citizen's quality of life: and

WHEREAS, it is vitally important that all the stake holders of Beloit understand the importance of the programs and services the Public Works Department delivers to our community. It is in the public interest for the citizens, business owners and civic leaders to gain knowledge and understanding of the importance of public works and public works programs in our community; and

WHEREAS, such programs and services could not be provided without the effort of a dedicated public works staff who plan, design, build and maintain our roadways, provide public transportation, maintain our urban forest, provide clean safe drinking water, collect and treat wastewater, maintain park lands, provide recreational programs, maintain community structures and facilities, remove and dispose of solid waste and provide other services which are essential to a high quality of life; and,

WHEREAS, to better educate the public, Public Works Staff will showcase the equipment used to provide the services above, and to explain what services and programs are available through Public Works on Saturday, May 16th, from 8:00 a.m. to 1:00 p.m. at the Farmers Market in downtown Beloit; and

WHEREAS, this year's theme "**Community Begins Here**" is a tribute to all Public Works employees who create the foundation of a stronger, more livable community; and,

WHEREAS, the year 2015 marks the 55th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, THE COUNCIL PRESIDENT OF THE BELOIT CITY COUNCIL does hereby proclaim the week of May 17 through May 23, 2015, as "**NATIONAL PUBLIC WORKS WEEK**" in the City of Beloit, and encourage all citizens, community organizations and civic leaders to recognize and understand the positive impact that the dedicated public works staff makes to the quality of life in the City of Beloit every day.

Presented this 4th day of May 2014.

Charles Haynes, President
Beloit City Council

Attest:

Judith A. Elson, Deputy City Clerk

**RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT TO ALLOW A
RESIDENTIAL CARE APARTMENT COMPLEX IN A C-1, OFFICE DISTRICT,
FOR THE PROPERTY LOCATED AT 2020 CRANSTON ROAD**

WHEREAS, the application of Aaron Otto of Aparca Care Inc. for a Conditional Use Permit to allow a Residential Care Apartment Complex in a C-1, Office District, for the property located at 2020 Cranston Road, having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Beloit, Rock County, Wisconsin does hereby grant a Conditional Use Permit to allow a Residential Care Apartment Complex in a C-1, Office District, for the property located at 2020 Cranston Road in the City of Beloit, for the following described premises:

Lot 1 of a Certified Survey Map as recorded in Volume 36 on Pages 313-315 of the Certified Survey Maps of Rock County, located in the City of Beloit, County of Rock, State of Wisconsin. Said parcel contains 4.03 acres, more or less.

As a condition of granting the Conditional Use Permit, the City Council does hereby stipulate the following restrictions upon the Conditional Use, which are deemed necessary for the public interest:

1. This Conditional Use Permit authorizes a two-story Residential Care Apartment Complex with up to forty-eight (48) units and 26,126 square feet of floor area, as part of the Cherry Tree Assisted Living Community.
2. This shall be the final Conditional Use Permit issued for this project. If the project does not break ground within four (4) months of approval, or if work ceases for a period of three (3) months or longer, this Conditional Use Permit shall be null and void and the site shall be restored to its prior condition. This restoration order shall only be issued after the Plan Commission has reviewed the status of this development and the applicant has been afforded the opportunity to explain and/or cure the circumstances giving rise to the work stoppage. Once this project begins, the project shall be completed within fourteen (14) months.
3. Prior to issuance of Building Permits for this project, the applicant shall complete the Architectural Review and Site Plan Review processes and shall respond to all staff calls and emails regarding the project within 72 hours.
4. The driveway on Schuster Drive shall be secured by a locked gate approved by the Fire Chief and shall only be used for emergency ingress and egress.
5. The applicant shall obtain an Erosion Control Permit prior to breaking ground on this project.
6. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively.

Adopted this 4th day of May, 2015.

BELOIT CITY COUNCIL

Charles M. Haynes, Council President

ATTEST:

Judith A. Elson, Deputy City Clerk



CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Conditional Use Permit Application for the property located at 2020 Cranston Road

Date: May 4, 2015

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

Aaron Otto of Aparo Care Inc. has filed an application for a third Conditional Use Permit to allow a Residential Care Apartment Complex (Cherry Tree Assisted Living Community) in a C-1, Office District, for the property located at 2020 Cranston Road. The applicant obtained Conditional Use Permits in 2012 & 2013 for this project, but both expired after a year of inactivity. The applicant has assured staff that financing is in place, and the project is ready to proceed. The applicant submitted the attached timeline, which shows work starting on May 31st and completion in March 2016.

Key Issues (maximum of 5):

- The prior permits were issued for 2157 Schuster Drive, which at the time included an existing single-family home and the vacant land on which this project was planned. The applicant has since purchased the entire parcel and recorded a Certified Survey Map to subdivide the vacant 4-acre assisted living site (addressed as 2020 Cranston Road) from the half-acre house parcel.
 - The proposed facility includes a 24-unit Community Based Residential Facility (CBRF) wing, an administration/commons area, and a 48-unit Residential Care Apartment Complex (RCAC) wing. The CBRF is permitted by right in the C-1 district, while the RCAC is a conditional use in the C-1 district.
 - The primary driveway is on Cranston Road and a secondary, emergency driveway leads to/from Schuster Drive.
 - The proposed administration/commons area will be one story in height and 8,778 square feet in area. The proposed CBRF will be one story in height and 11,290 square feet in area. The proposed RCAC will be two stories in height and 13,063 square feet in area per floor.
 - The Plan Commission reviewed this item on April 22, 2015 and voted unanimously (6-0) to recommend approval of the Conditional Use Permit, subject to the conditions recommended by Planning staff.
-

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 #5.
-

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** – This project involves the development of an underutilized site in a location that is very near pharmacies, recreational opportunities, emergency services, and bus lines. In addition, this project will utilize existing infrastructure.
 - **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** – This project involves the development of an assisted living facility that will meet the needs of the community's aging population.
-

Action required/Recommendation:

- City Council consideration and action on the proposed Resolution
-

Fiscal Note/Budget Impact: N/A

Attachments: Resolution and Staff Report to the Plan Commission

CITY OF BELOIT

REPORT TO THE BELOIT CITY PLAN COMMISSION

Meeting Date: April 22, 2015

Agenda Item: 4

File Number: CU-2015-02

Applicant: Aaron Otto, Apará Care

Owner: CJF Investments LLC

Location: 2020 Cranston Road

Existing Zoning: C-1, Office District

Existing Land Use: Vacant Land

Parcel Size: 4.03 Acres

Request Overview/Background Information:

Aaron Otto of Apará Care Inc. has filed an application for a third Conditional Use Permit to allow a Residential Care Apartment Complex (Cherry Tree Assisted Living Community) in a C-1, Office District, for the property located at 2020 Cranston Road.

Key Issues:

- The applicant obtained Conditional Use Permits in 2012 & 2013 for this project, but both expired after a year of inactivity. The applicant has assured staff that financing is in place, and the project is ready to proceed. The applicant submitted the attached timeline, which shows work starting on May 31st and completion in March 2016.
- The prior permits were issued for 2157 Schuster Drive, which at the time included an existing single-family home and the vacant land on which this project was planned. The applicant has since purchased the entire parcel and recorded a Certified Survey Map to subdivide the vacant 4-acre assisted living site (addressed as 2020 Cranston Road) from the half-acre house parcel.
- The proposed facility includes a 24-unit Community Based Residential Facility (CBRF) wing, an administration/commons area, and a 48-unit Residential Care Apartment Complex (RCAC) wing. The CBRF is permitted by right in the C-1 district, while the RCAC is a conditional use in the C-1 district.
- The attached **Location and Zoning Map** shows the location of the parcel involved in this application. The adjacent zoning and land uses are as follows:
 - North: PLI, Public Lands & Institutions District & C-1; Telfer Community Park & Vacant Land
 - South: R1 – Urban Residential District; Single-Family Dwellings (Town of Turtle)
 - East: C-1, Office District; Vacant Land
 - West: C-2, Neighborhood Commercial District; Commercial
- The primary driveway is on Cranston Road and a secondary, emergency driveway leads to/from Schuster Drive.
- The proposed administration/commons area will be one story in height and 8,778 square feet in area. The proposed CBRF will be one story in height and 11,290 square feet in area. The proposed RCAC will be two stories in height and 13,063 square feet in area per floor.
- According to Section 8-103 of the Zoning Ordinance, group living uses must have off-street parking in an amount equal to ½ parking stall per resident room. Therefore, the proposed 72-unit facility must have 36 off-street parking stalls. The applicant has proposed 73 parking stalls, including 3 accessible parking stalls.
- A preliminary Site Plan and other supporting documents are attached to this report.
- The attached Public Notice was sent to eleven nearby property owners and the Town of Turtle Clerk.
- **Findings of Fact**

Based on Section 2-504 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations:

- a. *Whether the establishment, maintenance, or operation of the conditional use will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
 - Subject to certain conditions of approval, the proposed conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- b. *Whether the conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted;*
 - The proposed assisted living facility is compatible with the institutional and commercial uses along this stretch of Cranston Road and the residential uses to the south. The proposed facility includes large building setbacks and extensive open space that will create a campus-like setting. Therefore, the proposed conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted.
- c. *Whether the conditional use will substantially diminish or impair property values within the neighborhood of the subject property;*
 - On the contrary, the proposed improvement of this underutilized parcel is likely to enhance property values within the neighborhood.

- d. *Whether the establishment of the conditional use will impede the normal and orderly development and improvement of the surrounding property;*
 - The establishment of the conditional use will not impede the development and improvement of surrounding property.
- e. *Whether the exterior architectural design or site layout of the proposed conditional use is so dissimilar or otherwise incompatible with existing or proposed development in the immediate neighborhood that it will cause a depreciation in property values;*
 - The proposed layout includes the one-story CBRF near the low-density neighborhood to the south and the administration area and two-story RCAC closer to the institutional and commercial uses along Cranston Road. The proposed parking areas will have limited visibility from all sides. Therefore, the proposed layout is compatible with existing development in the neighborhood.
 - Detailed building elevations & materials will be reviewed by staff during Architectural Review.
- f. *Whether adequate utilities, access roads, drainage or other necessary facilities will be available to serve the proposed use at the time of its occupancy or use;*
 - Adequate facilities and infrastructure are available to serve the conditional use.
- g. *Whether adequate measures will be taken to minimize traffic congestion; and*
 - The proposed facility includes adequate off-street parking and is not expected to cause traffic congestion.
- h. *Whether the conditional use will comply with all applicable regulations of the Zoning Ordinance.*
 - The conditional use will comply with all other applicable regulations of the Zoning Ordinance.

Consistency with Comprehensive Plan and Strategic Plan:

The City's Comprehensive Plan recommends Planned Mixed Use for the subject property and the surrounding parcels. The proposed assisted living facility is consistent with this recommendation. Consideration of this request supports City of Beloit Strategic Goal #5.

Sustainability:

- **Reduce dependence upon fossil fuels** – This project involves the development of an underutilized site in a location that is very near pharmacies, recreational opportunities, emergency services, and bus lines. In addition, this project will utilize existing infrastructure.
- **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** – This project involves the development of an assisted living facility that will meet the needs of the community's aging population.

Staff Recommendation:

The Planning & Building Services Division recommends **approval** of a Conditional Use Permit to allow a Residential Care Apartment Complex in a C-1, Office District, for the property located at 2020 Cranston Road, based on the above Findings of Fact and subject to the following conditions:

1. This Conditional Use Permit authorizes a two-story Residential Care Apartment Complex with up to forty-eight (48) units and 26,126 square feet of floor area, as part of the Cherry Tree Assisted Living Community.
2. This shall be the final Conditional Use Permit issued for this project. If the project does not break ground and proceed according to the attached schedule within two (2) months of approval, or if work ceases for a period of two (2) months or longer, this Conditional Use Permit shall be null and void and the site shall be restored to its prior condition.
3. Prior to issuance of Building Permits for this project, the applicant shall complete the Architectural Review and Site Plan Review processes and shall respond to all staff calls and emails regarding the project within 72 hours.
4. The driveway on Schuster Drive shall be secured by a locked gate approved by the Fire Chief and shall only be used for emergency ingress and egress.
5. The applicant shall obtain an Erosion Control Permit prior to breaking ground on this project.
6. Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this Conditional Use Permit. The Director of Planning & Building Services may approve minor changes administratively.

Fiscal Note/Budget Impact: N/A

Attachments: Location & Zoning Map, Proposed Plans (3), Timeline, Application, Public Notice, and Mailing List.

Location & Zoning Map

2020 Cranston Road

CU-2015-02



1 inch = 111 feet
0 1530 60 90 Feet

Legend

-  COB Parcels
-  Zoning District

Map prepared by: Drew Pennington, AICP
Date: April 2015
For: City of Beloit Planning & Building Services
Date of Aerial Photography: March 2011

PLANNING & BUILDING SERVICES DIVISION

PARKING
VAN CATERING - GROUP LIVING 1/2 SPACE PER RESIDENT ROOM 1 SPACE PER DELICATES 20 RESIDENT ROOMS 20 DELICATES 20 SERVICE VEHICLES 20 SERVICE VEHICLES 20 SERVICE VEHICLES TOTAL REQUIRED - 80 SPACES TOTAL PROVIDED - 85 SPACES TOTAL PER PLAN - 85 SPACES MIN. # OF ACCESSIBLE SPACES REQUIRED - 11 VAN, 2 CAR



DESIGNING BUILDINGS
BUILDING RELATIONSHIPS

CHERRY TREE ASSISTED LIVING AN ALPINA CARE COMMUNITY
BILGOTT, WI



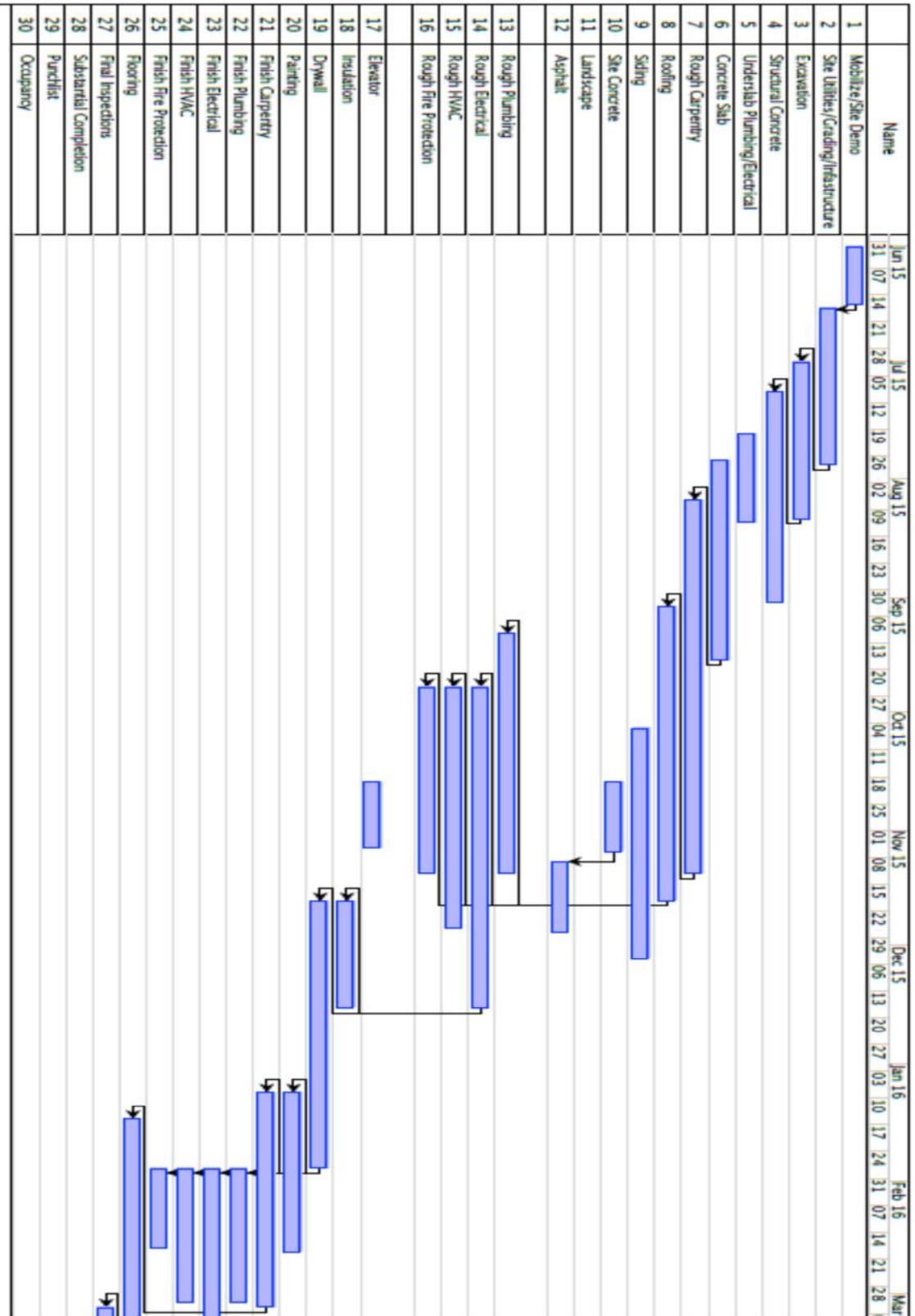
DESIGNING BUILDINGS
BUILDING RELATIONSHIPS

CHERRY TREE ASSISTED LIVING AN APARA CARE COMMUNITY
BILGOT, WI



**DESIGNING BUILDINGS
BUILDING RELATIONSHIPS**

**CHERRY TREE ASSISTED LIVING AN APARA CARE COMMUNITY
BELoit, WI**



CITY of BELOIT

Neighborhood Planning Division

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

Conditional Use Permit Application

(Please Type or Print)

File Number: CU 2015-02

1. Address of subject property: 2157 SCHUSTER DR. / 2020 Cranston Rd

2. Legal description: "LOTS 13, 14, 15, 16 & 17 SCHUSTERS PREPARDENESS UNRECORDED"

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

Property dimensions are: 500 feet by 400 feet = 200,000 square feet.

If more than two acres, give area in acres: 4.5569 acres.

3. Tax Parcel Number(s): 21960130

4. Owner of record: ~~Shirley Bonafede~~ Phone: 608 362-7459

~~2157 SCHUSTER DR Beloit WI 53511~~

(Address)

(City)

(State)

(Zip)

5. Applicant's Name: Aaron Otto -- Aparo Care Inc.

7601 Ganser Way Madison WI 53719

(Address)

(City)

(State)

(Zip)

888 308-6448

/ 608 449-2128

/ mraaronotto@aol.com

(Office Phone #)

(Cell Phone #)

(E-mail Address)

6. All existing use(s) on this property are: _____

Single Family Home

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

A Conditional Use Permit for: Use of State of Wisconsin assisted living licensure category - RCAC (Residential Care Apartment Complex)

_____ in a(n) C-1 Office District _____ Zoning District.

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

Principal use: → DHS License Pending

Dual licensure assisted living campus -Licenses (CBRF -Community Based Residential Facility & RCAC Residential Care Apartment Complex) See Attached.

Secondary use: _____

Accessory use: _____

*Issued 8/19/13
prior CUP expired 8/20/14*

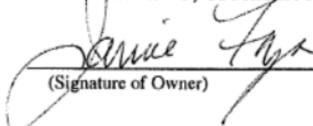
9. Project timetable: Start date: 9/2012 Completion date: 11/2013

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

- Owner
- Leasehold, length of lease: _____
- Contractual, nature of contract: Offer to Purchase/Owner Representative
- Other, explain: _____

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

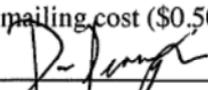
I/We, the undersigned, do hereby respectfully make application for and petition the City Plan Commission and City Council to grant the requested action for the purpose stated herein. I/We represent that the granting of the proposed request will not violate any of the required standards of the Zoning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

 / Janice Faga / 2/5/2015
 (Signature of Owner) (Print name) (Date)

_____ / _____ / _____
 (Signature of Applicant, if different) (Print name) (Date)

In order for your request to be heard and considered in a timely manner, you must submit the completed application, and all accompanying documents, to the Neighborhood Planning Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting.

This application must be submitted with one copy of a scaled drawing showing the layout of the proposed development in accordance with all code requirements, and the \$275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of \$0.50 per notice. An invoice for this fee will be sent to the applicant and these costs are typically between \$5.00 and \$15.00.

To be completed by Planning Staff		
Filing fee: \$275.00	Amount paid: <u>\$275.⁰⁰</u>	Meeting date: <u>April 8, 2015</u>
No. of notices: _____	x mailing cost (\$0.50) = cost of mailing notices: \$ _____	
Application accepted by: 		Date: <u>2/26/15</u>



The Apara Care campus mission is to provide nursing and ancillary services to its residents across a broad continuum of care. The scope and breadth of services for frail elderly and memory care clients that we are proposing requires a multi-tiered approach to licensing to ensure comprehensive care delivery and compliance with all regulatory requirements. The licensures include a CBRF license (Community Based Residential Facility), which is permitted under the lands current zoning and an RCAC license (Residential Care Apartment Complex), which requires a conditional use permit.

The RCAC - assisted living - component allows clients to enter the care delivery system at a point where their nursing and other care needs are managed by a team of health care professionals, which include nurses, CNAs, dietary care providers, activity director, housekeeping, and other staff. As a residents needs increase the scope of services expands to include special programming related to their specific diagnoses of dementia and other medical diagnoses. Concurrent with the expansion of nursing services, the level of licensure adjusts as the client moves into the CBRF (memory care) portion of the care campus. The third/transitional level of care delivery ensures that clients who reside in the RCAC (assisted living) portion of the campus can still receive specialized memory care services as their needs increase. This transitional approach to nursing care for frail elderly and memory care clients provides a compassionate, client-centered approach and is in line with best practice recommendations at the state and national levels for both licensing and quality of care.



NOTICE TO THE PUBLIC

April 10, 2015

To Whom It May Concern:

Aaron Otto of Aparo Care Inc. has filed an application for a Conditional Use Permit to allow a Residential Care Apartment Complex in a C-1, Office District, for the property located at:

2020 Cranston Road.

The applicant has proposed an assisted living community consisting of a 24-unit Community Based Residential Facility (CBRF) wing, an administration/commons area, and a 48-unit Residential Care Apartment Complex (RCAC) wing. The CBRF is permitted by right in the C-1 district, while the RCAC requires a Conditional Use Permit.

The applicant obtained Conditional Use Permits in 2012 & 2013 for this project, but both expired after a year of inactivity.

The following public hearings will be held regarding this proposed Conditional Use Permit:

City Plan Commission: Wednesday, April 22, 2015, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

City Council: Monday, May 4, 2015, at 7:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

THE PUBLIC IS INVITED TO ATTEND THESE HEARINGS.

We are interested in your opinion.

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

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

MCBAIN ENTERPRISES INC
2951 KENNEDY DR
BELOIT, WI 53511

SHIRLEY BONAFEDE
2157 SCHUSTER DR
BELOIT, WI 535113145

RONALD & NANCY WOLF
2217 SCHUSTER DR
BELOIT, WI 53511

BLACKHAWK BANK
400 BROAD ST
BELOIT, WI 535116223

ROLAND THAYER
2223 E. VAIL TERRACE
BELOIT, WI 53511

MICHAEL LANDERS
4954 STATE ROAD 50
DELAVAN, WI 53115

KADERLY
2167 E. VAIL TERRACE
BELOIT, WI 53511

GERALD & PAULINE
WIKKERINK
2157 E. VAIL TERRACE
BELOIT, WI 53511

EDWARD & JANET GILL
2130 SCHUSTER DRIVE
BELOIT, WI 53511

NORMAN & JUDY
MONTGOMERY TRUST
2133 E. VAIL TERRACE
BELOIT, WI 53511

LARRY LONG
2113 E. VAIL TERRACE
BELOIT, WI 53511

KARON HUFF
2115 SCHUSTER DRIVE
BELOIT, WI 53511

DEB BENNETT
TOWN OF TURTLE CLERK
6916 S. COUNTY ROAD J
BELOIT, WI 53511



PROCEEDINGS OF THE BELOIT CITY COUNCIL
Special Meeting
100 State Street, Beloit, WI 53511
Friday, April 17, 2015

Presiding: Mark Spreitzer
Present: Sheila De Forest, Charles M. Haynes, Regina Hendrix, Chuck Kincaid, Ana Kelly and David F. Luebke
Absent: None

1. Councilor Spreitzer called the meeting to order at 6:32 p.m. in the Forum at Beloit City Hall.
2. Councilor Spreitzer presented a resolution appointing Lori S. Curtis Luther as the **City Manager** of the City of Beloit, Wisconsin. Councilor Haynes made a motion to adopt the resolution, and Councilor Kelly seconded. The motion carried 7-0. File 8052
3. Councilor Spreitzer presented a resolution approving an **Employment Agreement** between the City of Beloit and Lori S. Curtis Luther. City Attorney Elizabeth Krueger explained the terms and conditions of the employment agreement. Councilor Luebke made a motion to adopt the resolution, Councilor Hendrix seconded. The motion carried 7-0. File 8052
4. At 6:37 p.m., Councilor Hendrix made a motion to adjourn the meeting. Councilor De Forest seconded, and the motion carried 7-0.

Jelene J. Ahrens, WCMC, Deputy City Clerk

www.beloitwi.gov

Date approved by Council:



**PROCEEDINGS OF THE BELOIT CITY COUNCIL
Special Meeting
100 State Street, Beloit, WI 53511
Monday, April 20, 2015**

Presiding: Mark Spreitzer
Present: Regina D. Hendrix, Ana Kelly, Chuck Kincaid, and David F. Luebke (arrived at 6:07 p.m.), and Councilor-Elect Marilyn Sloniker
Absent: Sheila De Forest, Charles M. Haynes

1. Councilor Spreitzer called the meeting to order at 6:02 p.m. in the 4th Floor City Manger's Conference Room.
2. Councilor Kelly made a motion to adjourn into closed session pursuant to Wis. Stats 19.85(1)(g), Wis. Stats. to confer with legal counsel who is rendering advice concerning strategy that may be adopted by the City with respect to litigation in which it is likely to be become involved regarding a **Claim for Excessive Assessment** filed by Carlos J. Bengoa Trust, 2500 Kennedy Drive, parcel number 206-23041200. Councilor Kincaid seconded. The motion carried, and the Council adjourned into closed session at 6:05 p.m.
3. At 6:29 p.m., Councilor Luebke made a motion to adjourn the closed session meeting and reconvene in open session. Councilor Hendrix seconded and the motion carried 5-0.
4. Councilor Kincaid made a motion to adopt the Resolution regarding a **Claim for Excessive Tax Assessment** for 2500 Kennedy Drive, Carlos J. Bengoa Trust, Property Owner. Councilor Luebke seconded, and the motion carried 5-0. File 7443
5. At 6:30 p.m., Councilor Kelly made a motion to adjourn the meeting. Councilor Hendrix seconded, and the motion carried 5-0.

Jelene J. Ahrens, WCMC, Deputy City Clerk

www.beloitwi.gov

Date Approved by Council:



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00 p.m.
Monday, April 20, 2015

Presiding: Mark Spreitzer
Present: Sheila De Forest, Charles M. Haynes, Regina Hendrix, Ana Kelly, Chuck Kincaid, and David F. Luebke
Absent: None

1. The meeting was called to order at 7:00 p.m. in the Forum at Beloit City Hall
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - a. President Spreitzer introduced the next City Manager Lori S. Curtis Luther. He said that Ms. Luther is currently the County Administrator of Peoria County, Illinois and will be joining the City on June 1, 2015. Ms. Luther introduced herself and family to the community, and said that they are very excited to become engaged in the community.
 - b. Vice President Haynes presented a proclamation declaring April 24, 2015 **Stand Against Racism Day** in the City of Beloit to Jane McCauley, Racial Justice Coordinator, YWCA Rock County. Ms. McCauley thanked the Council for the proclamation and their support of the YWCA Rock County. She said that the mission of the YWCA is to eliminate racism and empower women. She distributed pledge cards and stickers to the Council members. File 7148
 - c. Vice President Haynes presented a proclamation declaring April 24, 2015 as **Arbor Day** to Public Works Director Greg Boysen. Mr. Boysen invited the Council and the Community to attend the annual Arbor Day Celebration at Cunningham School, 910 Townline Avenue, on Friday April 24th at 10:00 a.m. File 7148
 - d. Vice President Haynes presented a plaque from a Grateful Community in Appreciation for Service on the Beloit City Council from April 2011 to April 2015 to President Mark Spreitzer. Councilor Spreitzer thanked the City for the plaque and recognition, and said that serving on the Council, and this past term as President and Vice President, has been a true honor and privilege. He said that the opportunity to serve the community and be part of significant decisions has been one of the highlights of his life. Councilor Spreitzer said that it will be a privilege to represent Beloit in Madison in the State Assembly and that he looks forward to doing everything he can at the state level to support Beloit's efforts.
4. PUBLIC HEARINGS – none
5. CITIZEN PARTICIPATION – none
6. CONSENT AGENDA

Councilor Luebke made a motion to adopt the Consent Agenda, which consists of items 6.a. through 6.l. Councilor Hendrix seconded, and the motion carried that the Consent Agenda be accepted, approved, adopted, or referred and acted upon as required by state and local codes by a vote of 7-0.

- a. The **Minutes** of the Regular Meeting of April 6, 2015, and the special meetings of April 10 and April 14, 2015 were approved.
- b. The application for a **Class "B" Beer and "Class B" Liquor License** for the Alumni House, 863 Fifth Street, Danny R. Hatch Jr., Owner was referred to ABLCC. File 8645
- c. The application for a **Class "B" Beer and Reserve "Class B" Liquor License** for Blazin Wings, Inc., d/b/a Buffalo Wild Wings, 2747 Milwaukee Road, David Babcock, Agent was referred to ABLCC. File 8645

- d. The application for a **Conditional Use Permit** to allow a residential care apartment complex in a C-1, Office District, for the property located at 2020 Cranston Road was referred to Plan Commission. File 8684
- e. The report of the **Municipal Board of Canvassers** from April 7, 2015 Spring Election was accepted. File 6384
- f. The resolution awarding **Public Works Contract C15-04**, Transit Drain Repair was adopted. File 8685
- g. The resolution awarding **Public Works Contract C15-17**, Gateway Water Tower Repainting was adopted. File 8686
- h. The resolution approving a **Class “B” Beer and Reserve “Class B” Liquor License** for Kyo Tai, Corp., d/b/a Zen Sushi & Grill, 430 East Grand Avenue, Suite 101, Tai K. Park, Agent was adopted. File 8645
- i. The resolution approving a **Class “B” Beer and “Class C” Wine License** for Little Mexico, LLC, d/b/a Little Mexico, 2787 Milwaukee Road, Adrian Cortes Pichardo, Agent was adopted. File 8645
- j. The resolution approving the release of Platted Utility **Easements** in the Gateway Business Park was adopted. File 8070
- k. The resolution approving Improvements within **Big Hill Park** located at 1101 Big Hill Road was adopted. File 6811
- l. The resolution approving an AT&T **Utility Easement** located at 540 Colby Street was adopted. File 6667

7. ORDINANCES – none

8. APPOINTMENTS

Councilor Spreitzer announced the openings and submitted the following appointments to City Committees, Boards, and Commissions for approval. Councilor Haynes made a motion to approve the appointments, and Councilor Kincaid seconded. The motion carried 7-0.

- a. **Community Development Authority:** Fransaesca Ellison, to a term ending December 31, 2018. File 6054
- b. **Park, Recreation & Conservation Advisory Commission:** Anthony T. Stewart and Carl Lange, to a terms ending September 30, 2015. File 6180
- c. **Plan Commission:** Bill Mathis, Jan Ruster, and Don Tinder for the terms ending April 30, 2018. File 6064
- d. **Police and Fire Commission:** Mardell Jacobsen to a term ending April 30, 2020. File 6114

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- a. Councilor Luebke thanked Councilor Spreitzer for his four years of wonderful service to the City of Beloit; wished him well in the future; and said that they all benefited from his leadership.
- b. Councilor De Forest thanked Councilor Spreitzer for his service to the City Council, and wished him well in his continued efforts to fight for the resources that Beloit needs. She welcomed Lori Curtis Luther and her family and said that she is excited to work with her. She also announced that Community Action will offer a Construction Training Program Orientation on Friday, April 24th.
- c. Councilor Kincaid congratulated Councilor Spreitzer and wished him a very successful career in the Legislature.
- d. Councilor Hendrix congratulated Councilor Spreitzer and welcomed the new City Manager and her family.
- e. Councilor Kelly said that she will miss Councilor Spreitzer, and she said that she attended the Rise and Shine event.
- f. Councilor Haynes thanked Councilor Spreitzer for his four years of service and said he is looking forward to seeing what Representative Spreitzer will do in the future. He welcomed the new City Manager.
- g. Councilor Spreitzer thanked his colleagues for their kind words and said he will truly miss serving with them.

10. CITY MANAGER’S PRESENTATION – none

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Mr. Boysen presented a resolution authorizing the submittal of a **Grant Application to the Wisconsin Department of Natural Resources** to assist in funding the Iron Works Pedestrian Bridge over the Rock River and Trail Head Project within the Beloit City Center. Councilor De Forest asked who would be responsible for the maintenance of the bridge and said that she is having trouble seeing the benefit of the pedestrian bridge because the West Grand Avenue Bridge is so close. Mr. Boysen responded that this was just for the grant application process and a decision on who would maintain the bridge would be addressed later in an agreement between the City and Hendricks Commercial Properties. Councilor Kincaid said, as a recreational cyclist, he is looking forward to the bridge. Councilor Luebke said it will be a beautiful amenity in Downtown Beloit and will encourage further growth. Councilor Luebke made a motion adopt the resolution, and Councilor Haynes seconded. The motion carried 6-1 with Councilor De Forest voting in opposition. File 8485
 - b. City Attorney Elizabeth Krueger presented a resolution approving the **Second Lease Extension Agreement** at 80 and 100 East Grand Avenue, Beloit Wisconsin. Attorney Krueger explained that the lease is for a one-year term with the option to extend for two additional one-year terms. Councilor Luebke made a motion to adopt the resolution, and Councilor Kelly seconded. The motion carried 7-0. File 8492
 - c. Mr. Boysen presented a resolution amending the **2015 Capital Improvements Budget** to include a project for the design of Colley Road from Gateway Boulevard to the East City Limits. Mr. Boysen said that a Transportation Economic Assistance (TEA) Grant is being applied for the design and construction of the project and that 30% design standard is required for the application. He said that Pratt Industries and Chicago Fittings need access to Colley Road. Councilor De Forest had concerns about the cost of the plan. City Manager Larry Arft explained that funding sources are from three prior capital improvement projects that were funded with TID 10 proceeds. He said that those projects are completed and the resolution asks that the funds remaining from those projects be re-appropriated to Colley Road construction. Mr. Arft stated that this is a standard practice and the cost of the plan reasonable for a project. Councilor Kincaid made a motion to adopt the resolution, and Councilor Luebke seconded. The motion carried 7-0. File 8649
 - d. Fire Chief Brad Liggett presented a resolution amending the **2015 Capital Improvements Budget** and authorizing the purchase of new equipment for the Fire Department. Chief Liggett explained that this is the down payment for two Fire Pumper Engines and said that the two aging pumpers have had significant maintenance problems over the years. Councilor De Forest asked that he provide an inventory list of the fleet and their expected longevity at the budget session. Chief Liggett said that he had planned to do so. Councilor Luebke made a motion to adopt the resolution, and Councilor De Forest seconded. The motion carried 7-0. File 8649
 - e. Mr. Arft presented the resolution declaring **Opposition to Freezing the Knowles-Nelson Stewardship Program Fund**. Mr. Arft said that the resolution was drafted and approved by the Rock County Board. He said that Rock County has had great success with the program and have used it to set aside sensitive parcels that have been acquired and put into the public domain. He asked that the Council approve the resolution to support the retention and continued funding of this significant program. Councilor Kincaid made a motion to adopt the resolution, and Councilor Luebke seconded. The motion carried 7-0. File 8687
12. At 8:07 p.m. Councilor Spreitzer made a motion to adjourn the meeting, and Councilor Hendrix seconded. The motion carried 7-0.

Jelene J. Ahrens, WCMC, Deputy City Clerk

www.beloitwi.gov

Date approved by Council:



PROCEEDINGS OF THE CITY COUNCIL
Organization of the New Council
April 21, 2015
6:30 p.m.

Final Meeting of Sitting Council

Presiding: Mark Spreitzer
Present: Sheila De Forest, Charles M. Haynes, Regina Hendrix, Ana Kelly, Chuck Kincaid, David F. Luebke
Absent: None

1. The meeting was called to order at 6:32 p.m. in the City Hall Forum and roll call was taken.
2. At 6:33 p.m. Councilor Luebke made a motion to adjourn the meeting, and Councilor Kincaid seconded. The motion carried

Organizational Meeting of New City Council

1. Following the administration of the Oath of Office to Councilors Hendrix, Luebke, and Sloniker by Deputy City Clerk Jelene J. Ahrens, members were seated, and the meeting was called to order by City Attorney Elizabeth Krueger at 6:35 p.m.

Present: Sheila De Forest, Regina Hendrix, Charles M. Haynes, Ana Kelly, Chuck Kincaid, David F. Luebke, and Marilyn Sloniker
Absent: None

2. Attorney Krueger announced that nominations for President of the Council were in order. Councilor Luebke nominated Councilor Haynes for President. Councilor De Forest seconded the nomination. No other nominations were received. Councilor Haynes was declared President by unanimous consent.
3. Councilor Haynes assumed the position of President and opened nominations for Vice President. Councilor Kelly nominated Councilor Luebke for Vice President. Councilor Kincaid seconded the nomination. Councilor Sloniker nominated Councilor De Forest for Vice President. Councilor Luebke refused the nomination. President Haynes declared Councilor De Forest as Vice President by unanimous consent.
4. President Haynes said that the current City Council Committee, Commission, and Board appointments will stand until the May 4, 2015 regular City Council meeting. He encouraged the Councilors to submit all requests for appointments to him by May 1, 2015.
5. At 6:41 p.m., Councilor Hendrix made a motion to adjourn the meeting, and Councilor Sloniker seconded. The motion carried.

Jelene J. Ahrens, WCMC, Deputy City Clerk

www.beloitwi.gov
Date approved by Council:

NOTICE

APPLICATIONS FOR BEER/LIQUOR LICENSES
2015-2016

CLASS "B" BEER AND "CLASS B" LIQUOR

Adiktion – HRNS V Entertainment (Edgardo Garrido, Agent) Business Address: 1310 Cranston Rd., Home Address: 2506 N. Pontiac Dr., Janesville, WI

Alarm Box - Kathleen A. Davis, Business Address: 925 Fourth St., Home Address: 1326 Hackett St.

Alumni House. (Danny Hatch, Jr., Agent) Business Address: 863 Fifth St., Home Address: 1226 McKinley Ave.

Applebee's Neighborhood Grill & Bar - The Bloomin' Apple Beloit, LLC (Joshua Siebel, Agent) Business Address: 2680 Cranston Rd., Home Address: 334 S. Randall Ave., Janesville, WI

Bagels and More – Bagels & More, LLC (David J. Siekierski, Agent) Business Address: 324 State St., Home Address: 1632 Garfield Ave.

Beloit College - Pearsons Hall – Board of Trustees of Beloit College (John Winkelmann III, Agent) Business Address: 700 College St., Home Address: 626 Church St.

Beloit Snappers - Beloit Professional Baseball Association, Inc. (Seth E. Flolid, Agent) Business Address: 2301 Skyline Dr., Home Address: 220 W. Grand Ave.

Bitters Pub – Ming Fong, Business Address: 1309 Madison Rd., Home Address: 1841 Garfield Ave.

The Bop – Sicilians Restaurant & Pizzeria, Inc. (Daniel Ainger, Agent) Business Address: 530 East Grand Ave., Home Address: 1784 Virginia St.

The Brass Rail – CPRTB, LLC (Ryan Roberts, Agent) Business Address: 646 Fourth Street, Home Address: 2228 E. West Hart Rd.

Bucky's Bunker – D&D Buck LLC (Daniel B. Bucholtz, Agent), Business Address: 1611 Hackett St., Home Address: 3430 S. Prairie Ave.

Bushel and Peck's – Jacqueline Gennett & Richard Horbaczewski, Business Address: 328 State St., Home Address: W8473 Smock Valley Rd., Monroe, WI

Carom Room – Dave Coles, Inc. (David L. Coles, Sr., Agent) Business Address: 614 East Grand Ave., Home Address: 942 Division St.

Cartunes Grill & Bar - Cartunes Grill & Bar, LLC (Janet Lynn Keesey, Agent) Business Address: 2640 Prairie Ave., Home Address: 3045 South Petunia Lane

Clara Bo and Gatsby Wine Bar – The Hideout LLC (Scott Murray, Agent) Business Address: 1901 Liberty Ave., Home Address: 1517 Parker Ct., Janesville

Club Ballyhoo – Tilley’s Pizza House, Inc. (Teresa M. Donovan, Agent) Business Address: 900 Fourth St., Home Address: 17137 Avon Townline Rd., Brodhead, WI

Coyotes Bar and Banquet – Coyotes of Rock Co. LLC (Brad Lawver, Agent) Business Address: 107 Dearborn St., Home Address: 711 Azalea Terr.

Deb’s Town Club – Peterson’s Town Club LLC, Debra E. Peterson, Business Address: 1900 St. Lawrence Ave., Home Address: 1925 Vernon Ave.

Diamond Lanes – Diamond Lanes, LLC (Daniel B. Bucholtz, Agent) Business Address: 1218 Cranston Rd., Home Address: 3430 S. Prairie Ave.

Domenico’s - Domenico’s Pizza and Restaurant, Inc. (Nathan D. Lipps, Agent) Business Address: 547 East Grand Ave., Home Address: 1105 Emerson St.

Eagles Club - Fraternal Order of Eagles Beloit 557, Inc. (Ronald Minnick, Agent) Business Address: 302 State St., Home Address: 1944 Cottage Avenue

End Zone Bar & Grill - Sandra Manning-Brown, Business Address: 616 Fourth St., Home Address: 1127 Ridgeway St.

The Filling Station – Gopher’s Filling Station, LLC (Wendy Talignani, Agent) Business Address: 1414 Cranston Rd., Home Address: 1738 Dell Dr.

The Grand Avenue Pub – JD Second Time Inc. (Gayle Schliem, Agent) Business Address: 132 West Grand Ave., Home Address: 2965 Grove St., Beloit

Grand Slam - Ruckert Investments, Inc. (Thomas A. Ruckert, Agent) Business Address: 173 West Grand Ave., Home Address: 2440 S. Clover Ln.

Holiday Inn Express – Beloit Express, Inc. (Liza Carrasco, Agent) Business Address: 2790 Milwaukee Rd., Home Address: 671 Yates Ave.

Jersey’s Bar & Grill – Jerseys, Inc. (Tiffany Abraham, Agent) Business Address: 2770 Milwaukee Rd., Home Address: 1725 Burton St.

The Last Lap - Last Lap, Inc. (Bradley J. Sandmire, Agent) Business Address: 1028 Mary St., Home Address: 1206 Townline Ave.

Merrill & Houston’s Steak Joint – Merrill & Houston’s Steak Joint, LLC (Jayme Braatz, Agent) Business Address: 500 Pleasant St., Home Address: 2220 E. Easy St.

Mike’s Roadhouse – Cupcake Investments, LLC (Michael J. Fink, Agent) Business Address: 614 Broad St., P. O. Box 272, Home Address: 1940 Fairfax Ave.

The Mouse Tavern & Restaurant - Mickey Mouse Tavern, Inc. (Thomas R. Roehl, Agent) Business Address: 1408 Madison Rd., Home Address: 755 Petunia Ln.

Patti's Road Dawg Pub – PRD Saloon of Beloit, Inc. (Patti Vance, Agent) Business Address: 2956 Milwaukee Rd., Home Address: 5133 E. County Rd. S.

Pitchers Mound – Pitchers Mound LTD LLC (Robert Lee Lewis, Agent) Business Address: 2745 Prairie Ave., Home Address: 1924 Grandview Dr.

Pizza Hut – Rockford Pizza, LLC (William C. Allen, Agent) Business Address: 2787 Prairie Ave., Home Address: 306 River Lane, Loves Park, IL **NEW AGENT**

The Rock Bar & Grill - Hospitality on the Rock, Inc. (Jason A. Agate, Agent) Business Address: 101 Maple Ave., Home Address: 2734 Park Avenue

Rooney's Pub & Grub - Kline's Club 88, Inc. (Glenda G. Kline, Agent) Business Address: 65 Portland Ave., Home Address: 1948 Sun Valley Dr.

Sara's Pub – Sara's Pub, Inc. (Shpezime Fadilovski, Agent) Business Address: 1565-1567 Madison Rd., Home Address: 3605 Eagles Ridge Dr.

The 615 Club – P and G of Beloit, Inc. (Gregory L. Hatley, Agent) Business Address: 615 Broad St., Home Address: 1710 Morgan Terr.

Suds O'Hanahan's Irish Pub – Suds O'Hanahan's, Irish Pub, Inc. (Thomas L. Hankins, Agent) Business Address: 433, 435 East Grand Ave., Home Address: 1804 Henderson Ave.

Thirsty Badger Bar & Grill – Draeving Companies LLC (Michael Draeving, Sr., Agent) Business Address: 2683 Prairie Ave., Home Address: 11836 S. Co. Rd. H, Beloit

Turtle Tap - Turtle Tap, LTD (Curtis Brannon, Agent) Business Address: 1344 East Grand Ave., Home Address: 2108 East Ridge Rd.

VFW Club – Mead-Allen Post #2306 Veterans of Foreign Wars of the United States (Steven Mayfield, Agent) Business Address: 2711 Afton Rd., Home Address: 2023 Jackson St.

CLASS "B" BEER AND RESERVE "CLASS B" LIQUOR

Alibi Bar & Grill – BRBK LLC, (Wendy K. Drake, Agent) Business Address: 1180 Madison Road, Home Address: 2115 S. Pow Wow Trail

Buffalo Wild Wings, Blazin Wings, Inc., (David Babcock, Agent) Business Address: 2747 Milwaukee Rd., Home Address: 1920 S. Oakhill Ave., Janesville **Not issued to date**

The Castle at 501 Prospect – Hourglass Media, LLC, (John Wittnebel, Agent) Business Address: 501 Prospect St., Home Address: 10320 W. County Rd. K, Beloit

The Cheese People of Beloit – The Cheese People of Beloit LLC, Andrea Levine, Agent, Business Address: 431 E. Grand Ave., Home Address: 950 ½ Sherwood Dr., NE

Clancy's Sports Lounge & Grill – Clancy L. Smith, Business Address: 201 Short Street, Home Address: 204 Middle Street

Eclipse Event Center, LLC (Jayme Braatz, Agent) Business Address: 100 Eclipse Center, Home Address: 2220 Easy St.

Fiesta Cancun Authentic Mexican Restaurant of Beloit, Inc. (Jose Cortes, Agent) Business Address: 2648 Prairie Ave., Home Address: 6833 Chester Dr., Madison

La Casa Grande - Casa Grande, Inc. (Andrew Boros-Kazai, Agent) Business Address: 618 Fourth St., Home Address: 917 Bushnell St.

The Local Sports Bar and Grill – The Local, LLC (Michael C. Dutter, Agent) Business Address: 443 East Grand Ave., Home Address: 723 Kaleen Lane

Lucy's #7 Burger Bar, LLC (Emily Hopper, Agent) Business Address: 430 East Grand Ave., Suite 102, Home Address: 10836 West County Road K, Beloit

Zen Sushi & Grill – Kyotai Corp. (Tai K. Park, Agent) Business Address: 430 East Grand Ave., Suite 101, Home Address: 408 S. Third St., Milwaukee **Not issued to date**

CLASS "A" BEER AND "CLASS A" LIQUOR

Aldi #48 - Aldi, Inc. (James Crouch, Agent) Business Address: 2780 Milwaukee Rd., Home Address: 946 Elm St.

Badger Spirits – Badger Spirits LTD (Alice Blue, Agent) Business Address: 2621 Prairie Ave., Home Address: 2077 S. Pow Wow Trail

Beloit Mobil on the Run – NDGAS LLC (Syed Hussaini, Agent) Business Address: 2883 Milwaukee Rd., Home Address: 7819 W. State Rd., 81, Beloit.

Cornellier Superstore - Cornellier Limited (Brad Lee Lawver) Business Address: 2909 Ford St., Home Address: 711 Azalea Terrace

CVS Pharmacy #8534 – Wisconsin CVS Pharmacy, LLC. (Nancy Klatt, Agent) Business Address: 1063 Fourth St., Home Address: 1746 Dell Dr.

CVS Pharmacy #5600 – Wisconsin CVS Pharmacy, LLC (Debra Gajdosik, Agent) Business Address: 2149 Prairie Ave., Home Address: 6219 US Hwy 51 S., Janesville

Madison Road BP – Beloit Enterprises, Inc. (Pyarali Punjwani, Agent) Business Address: 1343 Madison Road, Home Address: 1940 Cleora Dr. **NEW AGENT**

Piggly Wiggly – Guzman’s Supermarket, LLC (Miguel Guzman, Sr., Agent) Business Address: 1827 Prairie Avenue, Home Address: 5989 St. Lawrence Avenue

Tobacco Shack – Akshar Brahma, Inc. (Jignesh DeSai, Agent) Business Address: 1212 Cranston Rd., Home Address: 2777 N. Robinson Dr., #3

Wal-Mart Supercenter #2532 - Wal-Mart Stores East, LP (Michael A. Lane, Jr., Agent) Business Address: 2785 Milwaukee Rd., Home Address: 773 Oak St., Neenah, WI 54956

Walgreens #06096 – Walgreen Co. (Jacqueline Shaffer, Agent) Business Address: 1901 Prairie Ave., Home Address: 2229 S. Marion Ave., Janesville

Walgreens #12136 – Walgreen Co. (Jennifer Boyle, Agent) Business Address: 910 Broad St., Home Address: 945 Benton Ave., Janesville

Walgreens #11528 – Walgreen Co. (Tammy Patterson, Agent) Business Address: 1531 Madison Rd., Home Address: 1969 Virginia St.

Woodman’s Food Market - Woodman’s Food Market, Inc. (Peter J. Mentele, Agent) Business Address: 1877 Madison Rd., Mailing Address of Corporation: 2631 Liberty Lane, Janesville 53545-0741, Home Address: 2701 S. Paddock Rd.

CLASS “A” BEER

Beloit Citgo – Profuel Seven (Akhir Kang, Agent) Business Address: 1888 Shopiere Rd.,
Home Address: 2764 Kadlec Dr.

Beloit Mobil – Samra & Singh, Inc. (Harjinder S. Samra, Agent) Business Address: 1902
Shopiere Rd., Home Address: 1985 Pebble Dr.

Casey’s General Store #3316 – Casey’s Marketing Company (Nancy Gollmer, Agent)
Business Address: 2350 Cranston Rd., Home Address: 135 Sunset Terr., Darlington, WI

Clark Gas Station – Bindi R Inc. (Jay Gravitt, Agent) Business Address: 903 Broad St.,
Home Address, 424 Prospect St.

Liberty Mobil – S & S Express Mart, Inc. (Harjinder Samra, Agent) Business Address: 1407
Liberty Ave., Home Address: 1985 Pebble Dr.

Pilot Travel Center #289 – Pilot Travel Centers LLC (David Hauck, Agent) Business
Address: 3001 Milwaukee Rd., Home Address: 949 Central Ave.

Rollette Oil #1 - Rollette Oil Co., Inc. (Paul R. Simon, Agent) Business Address: 1451
Madison Rd., Home Address: 911 Suffolk Dr., Janesville

Speedway #2086 - Speedway LLC Owned by MPC Investment LLC (Ann M. Edgecomb,
Agent) Business Address: 1107 Liberty Ave., Home Address: 2185 Linway Dr.

Speedway #4087 - Speedway LLC Owned by MPC Investment LLC (Susan Keough, Agent)
Business Address: 148 Liberty Ave., Home Address: 825 Carolyn Dr., East.

Speedway #4293 - Speedway LLC Owned by MPC Investment LLC (Sheryl LaTronico,
Agent) Business Address: 2781 Milwaukee Rd., Home Address: 1931 Harrison Ave.

Star Quick Mart – Tristar Beloit LLC (Pradip Patel, Agent) Business Address: 2158 Prairie
Ave., Home Address: 2714 Sharon Dr.

Tex’s Grocery – Tex’s Grocery, LLC (Fred Papendorf, Agent) Business Address: 1909 St.
Lawrence Ave., Home Address: 6395 W. Cleophas Rd.

CLASS "B" BEER

Beloit College Coughy Haus - Beloit College (Katie Marse, Agent) Business Address: 708 Clary St., Home Address: 700 College St., Box 203.

Taqueria Azteca – Ruben Rosas, Business Address: 1910 Shopiere Rd., Home Address: 2543 Sunshine Ln.

Tony & Maria's - Antonio Piccione, Jr., Business Address: 1181 Madison Rd., Home Address: 1201 Madison Rd.

The Turtle Tap, LTD - Turtle Baseball Association, Inc. (Curtis Brannon, Agent) Business Address: 136 Dearborn Ave., Home Address: 2108 E. Ridge Rd.

CLASS "B" BEER AND "CLASS C" WINE

Beloit Fine Arts Incubator – Beloit Fine Arts Incubator, Inc. (Ben Henthorn, Agent) Business Address: 520 East Grand Ave., Home Address: 1113 B Bushnell St.

Little Mexico of Beloit, LLC, (Adrian Cortes Pichardo, Agent), Business Address, 2787 Milwaukee Rd., Home Address: 141 Morris St., Pewaukee, WI 53072

Mama Lou's Shrimp & BBQ Smokehouse – Royal Enterprizes LLC (James H. Bennett, Jr., Agent) Business Address: 315 State St., Home Address: 410 Portland Ave.

Restaurant La Fuente, Jesus Garcia, Business Address: 946 Wisconsin Ave., Home Address: 946 ½ Wisconsin Ave.,

Salvador's Restaurant LLC, (Salvador Z. Sanchez, Agent) Business Address: 907 Bayliss Avenue, Home Address: 2112 Roosevelt Ave.

Vince's Pizza - Vince's Pizza, Inc. (Vincenzo Gabriele, Agent) Business Address: 1050 Hackett St., Home Address: 1560 Cleveland St.

**RESOLUTION
AWARDING PUBLIC WORKS CONTRACT C15-11
COLLEY ROAD INTERCEPTOR LINING**

WHEREAS, on April 23, 2015, four competitive bids were received, the low bid being from Michaels Corporation; and

WHEREAS, Michaels Corporation is a qualified bidder.

THEREFORE, BE IT RESOLVED that Public Works Contract C15-11, COLLEY ROAD INTERCEPTOR LINING, is hereby awarded to Michaels Corporation, Brownsville, WI, in the following amounts:

Michaels Corporation
PO Box 128
817 West Main Street
Brownsville, WI 53006-0128

Base Bid	\$ 464,668.40
<u>Allowance for Change Orders and/or Extra Work</u>	<u>\$ 69,331.60</u>
TOTAL PROJECT COST	\$ 534,000.00

BE IT FURTHER RESOLVED that the amount of \$516,000.00 is hereby funded as follows:

P2304199-5523-2014	Sanitary Sewer	\$234,000.00
P2375638-5511-2015	Buildings/Construction	\$150,000.00
<u>P2375638-5523-2015</u>	<u>Sanitary Sewer</u>	<u>\$150,000.00</u>
TOTAL		\$534,000.00

Dated at Beloit, Wisconsin this 4th day of May, 2015.

City Council of the City of Beloit

Charles M. Haynes, President

ATTEST:

Judith A. Elson, Deputy City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Award of Contract C15-11, COLLEY ROAD INTERCEPTOR LINING

Date: May 4, 2015

Presenter(s): Greg Boysen P.E., Public Works Director

Department(s): Public Works/ Engineering

Overview/Background Information:

This project will rehabilitate approximately 1,312 linear feet of the 48" sanitary sewer interceptor running south from Colley Road using cured in place pipe (CIPP). An alternate bid option was available using 1,027 linear feet of CIPP and 288 linear feet of centrifugally cast concrete pipe (CCCP). The base bid for using all CIPP is \$18,518.36 more than the alternate bid. The base bid is recommended for award because CIPP is a better product and the CCCP subcontractor has little to no experience installing CCCP.

Key Issues (maximum of 5):

1. Four bids were received for this project. The low base bid of \$464,668.40 was from Michaels Corporation and is 57.04% more than the engineer's estimate of \$295,875.00.
2. Michaels Corporation is considered a responsible bidder for this project.
3. The costs for this project are as follows: \$464,668.40 for construction, \$ 69,331.60 for Change Orders or extra work, for a total of \$534,000.00.
4. The existing pipe is severely corroded due to hydrogen sulfide gas in the sanitary sewer and needs to be restored.
5. The cost was higher than estimated because of access issues and bypass pumping issues.

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

1. **As an eco-municipality, focus on the sustainable stewardship of City resources, services and infrastructure; to protect both our built and natural environment and enhance the quality of life for current and future generations.**

This project will preserve critical sanitary sewer infrastructure. This project will also protect the natural environment, as the section of sewer crosses Spring Brook in two locations. If this sewer were to fail, two million gallons of raw sewage would dump into Spring Brook every day.

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**
This pipe rehabilitation project will preserve this critical sanitary sewer interceptor for the next 75+ years.

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 base bid for this Public Works Contract to Michaels Corporation in the amount of \$464,668.40.

Fiscal Note/Budget Impact:

Funds are available in the 2014 and 2015 CIP.

CITY OF BELOIT

DEPARTMENTAL CORRESPONDENCE

TO: Mike Flesch, City Engineer
FROM: Bill Frisbee, Project Engineer
DATE: April 23, 2015
SUBJECT: Bid Results for Contract C15-11
Colley Road Interceptor Lining

Pursuant to advertisements placed April 8 and April 15, bids were received until 2:00 PM on April 23 for the Colley Road Interceptor Lining. A tabulation of bids is attached.

Four bids were received for this project as follows:

1. Engineer's Estimate		\$295,875.00	-34.13%
2. Michaels Corporation (Alt Bid)	Brownsville, WI	\$449,150.04	-3.34%
3. Michaels Corporation	Brownsville, WI	\$464,668.40	*Low
4. Visu Sewer Inc.	Pewaukee, WI	\$466,825.00	+0.46%
5. Insituform Techonolgies	Chesterfield, MO	\$467,482.50	+0.61%
6. Visu Sewer Inc. (Alt Bid)	Pewaukee, WI	\$587,675.00	+26.47%
7. Kenny Construction Company	Northbrook, IL	\$637,775.00	+37.25%

Upon review of the Contractor's Proof of Responsibility Statement, Michaels Corporation is determined to be a responsible bidder. I recommend accepting the base bid because it is a better product. Also the subcontractor for the alternate bid has never installed CCCP. The risk associated with the alternate is not worth the savings.

I recommend that the contract be awarded to Michaels Corporation of Brownsville, WI. The following is a breakdown of the proposed project cost:

COSTS

Michaels Corporation Optional Alternate Bid	\$ 464,668.40
Allowance for Change Orders and/or Extra Work	\$ 69,331.60
TOTAL PROJECT COST	\$ 534,000.00

PROJECT INFORMATION

This project will rehabilitate approximately 1,312 linear feet of the 48" sanitary sewer interceptor running south from Colley Road.

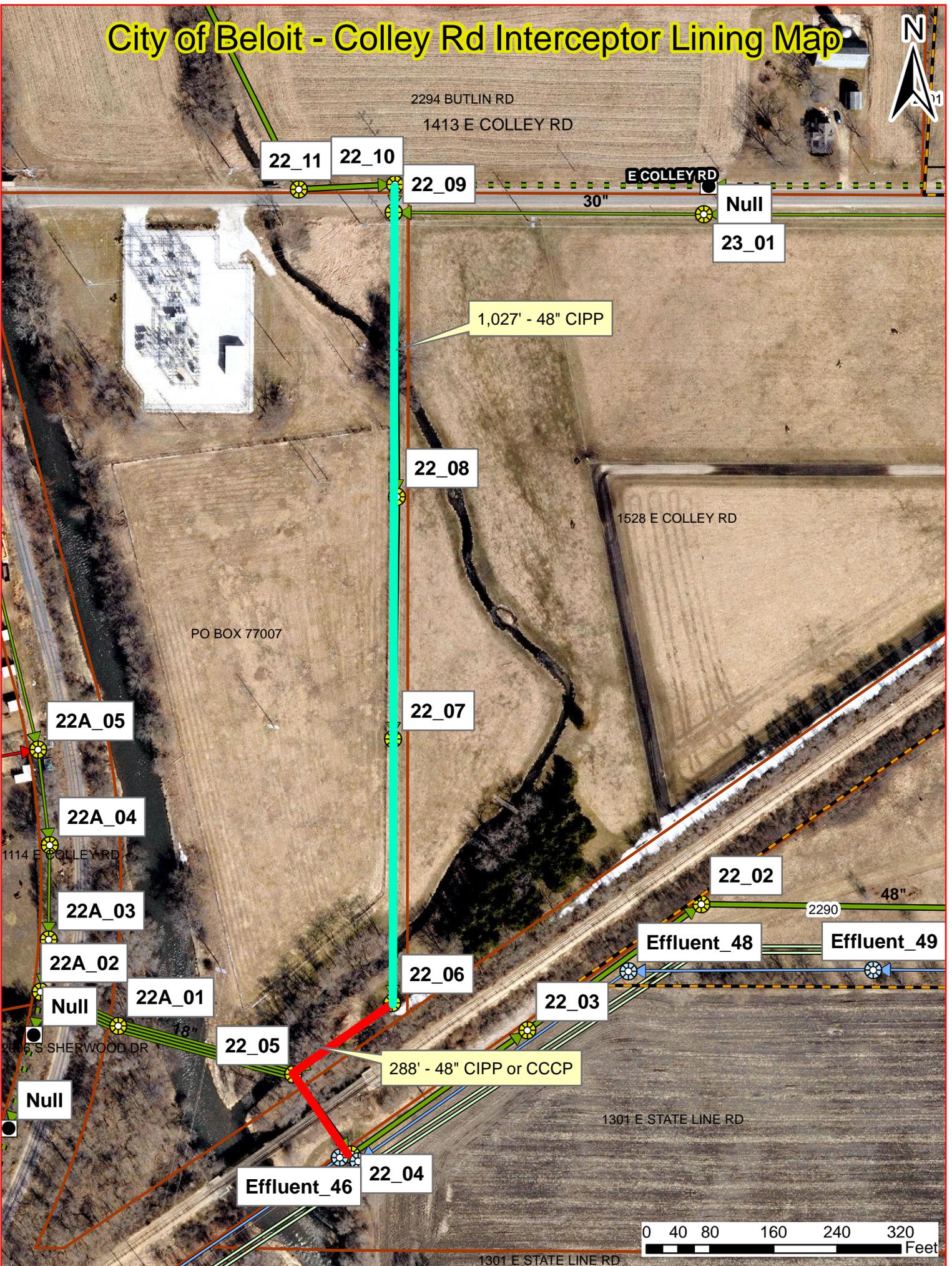
**Tabulation of Bids
Contract C15-11
Colley Road Interceptor Lining
Bids Opened April 23, 2:00 PM**

				Engineer's Estimate		Michaels Corporation	Brownsville, WI	Visu Sewer Inc.	Pewaukee, WI
Item	Description	Quantity	Unit	Price	Extended	Price	Extended	Price	Extended
1	C.I.P.P. Rehabilitation of 48" Sanitary Sewer Pipe (22.5mm)	1,315	LF	\$225.00	\$295,875.00	\$353.36	\$464,668.40	\$355.00	\$466,825.00
TOTAL BASE BID PROPOSAL (REQUIRED)					\$295,875.00		\$464,668.40		\$466,825.00
OPTIONAL ALTERNATE									
Item	Description	Quantity	Unit	Price	Extended	Price	Extended	Price	Extended
2	C.I.P.P. Rehabilitation of 48" Sanitary Sewer Pipe (22.5mm)	1,027	LF	\$225.00	\$231,075.00	\$344.52	\$353,822.04	\$425.00	\$436,475.00
3	C.C.C.P. Rehabilitation of 48" Sanitary Sewer Pipe (3/4")	288	LF	\$300.00	\$86,400.00	\$331.00	\$95,328.00	\$525.00	\$151,200.00
TOTAL ATERNATE BID PROPOSAL (OPTIONAL)					\$317,475.00		\$449,150.04		\$587,675.00
Low Option					\$295,875.00		\$449,150.04		\$466,825.00

**Tabulation of Bids
Contract C15-11
Colley Road Interceptor Lining
Bids Opened April 23, 2:00 PM**

				Insituform Technologies Chesterfield, MO		Kenny Construction Company Northbrook, IL	
Item	Description	Quantity	Unit	Price	Extended	Price	Extended
1	C.I.P.P. Rehabilitation of 48" Sanitary Sewer Pipe (22.5mm)	1,315	LF	\$355.50	\$467,482.50	\$485.00	\$637,775.00
TOTAL BASE BID PROPOSAL (REQUIRED)					\$467,482.50		\$637,775.00
OPTIONAL ALTERNATE							
Item	Description	Quantity	Unit	Price	Extended	Price	Extended
2	C.I.P.P. Rehabilitation of 48" Sanitary Sewer Pipe (22.5mm)	1,027	LF	x	x	x	x
3	C.C.C.P. Rehabilitation of 48" Sanitary Sewer Pipe (3/4")	288	LF	x	x	x	x
TOTAL ATERNATE BID PROPOSAL (OPTIONAL)					X		x
Low Option					\$467,482.50	\$637,775.00	

City of Beloit - Colley Rd Interceptor Lining Map



2294 BUTLIN RD

1413 E COLLEY RD

E COLLEY RD

30"

Null

23_01

1,027' - 48" CIPP

22_08

1528 E COLLEY RD

PO BOX 77007

22_07

22A_05

22A_04

1114 E COLLEY RD

22A_03

22A_02

Null

22A_01

2066 S SHERWOOD DR

Null

22_05

288' - 48" CIPP or CCCP

22_03

Effluent_48

Effluent_49

2290

48"

22_06

1301 E STATE LINE RD

Effluent_46

22_04



1301 E STATE LINE RD

**RESOLUTION APPROVING RESIDENTIAL OFFERS TO PURCHASE
THE PROPERTIES LOCATED AT 940 SECOND STREET, 42 MERRILL STREET,
957 THIRD STREET, AND 959 THIRD STREET, БЕLOIT WISCONSIN**

WHEREAS, the City, in cooperation with Beloit 2020, has acquired properties on the west bank of the Rock River between Merrill and Liberty for parkland and open space in the past which resulted in the formation of Riverside Park - West; and

WHEREAS, the City has been approached by Glendora Hamilton, the owner of four properties directly south of Riverside Park – West, who is interested in selling her properties located at 940 Second Street, 42 Merrill Street, 957 Third Street, and 959 Third Street to the City; and

WHEREAS, City staff has reached a tentative agreement with Glendora Hamilton for the purchase of the properties, the details of which are included within the attached Residential Offers to Purchase.

NOW, THEREFORE, BE IT RESOLVED that City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the attached Residential Offers to Purchase for 940 Second Street, 42 Merrill Street, 957 Third Street, and 959 Third Street, as submitted.

THEREFORE BE IT FURTHER RESOLVED that that the City Manager of the City of Beloit be, and is hereby, authorized to execute the Offers to Purchase and to further execute any other documents to implement the terms and conditions thereof, and to do all other things necessary in order to carry out the purposes of this resolution.

Adopted this 4th day of May, 2015.

City Council of the City of Beloit

Charles M. Haynes, President

ATTEST:

Judith A. Elson, Deputy Clerk

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution Approving Residential Offers to Purchase the Properties Located at 940 Second Street, 42 Merrill Street, 957 Third Street, and 959 Third Street

Date: May 4, 2015

Presenter: Julie Christensen

Department: Community Development

Overview/Background Information:

The City of Beloit in cooperation with Beloit 2020 has purchased properties over the years along the westside of the Rock River. As the properties became available, they were purchased, and the houses and garages were demolished. As a result, Riverside Park – West was formed which is bounded by Third Street, Merrill Street, Liberty Avenue, and the Rock River.

Key Issues (maximum of 5):

1. Glendora Hamilton, the owner of 940 Second Street, 42 Merrill Street, 957 Third Street, and 959 Third Street, contacted the City about selling four properties she owns that are located directly south of Riverside Park – West to the City (see attached Location Map). Ongoing negotiations have resulted in an tentative agreement for the City to purchase all four properties for a total of \$132,500 (see attached Offers to Purchase): \$34,825 for 940 Second Street; \$26,225 for 42 Merrill Street; \$34,925 for 957 Third Street, and \$36,525 for 959 Third Street. The Offers are contingent upon three conditions: Buyer agreeing to pay all customary closing costs and fees; final approval of the City Council of the City of Beloit; and the closing taking place at Brabazon Title Co., Inc.
2. 42 Merrill Street is a single family residence; 940 Second Street, 957 Third Street, and 959 Third Street are duplexes. Five of the seven dwelling units are occupied.
3. In the short term, the tenants will continue to rent the units which are already occupied. The tenants have all been notified by Ms. Hamilton of the pending sale. The City has contacted the Beloit Housing Authority, and they are agreeable to managing these units. Beloit Housing Authority will be reimbursed for any staff time that is required and for any work which needs to be completed on the units. After the tenants find new housing, which is expected to occur within 6 months of purchase, the City will demolish the buildings. No relocation expenses are required to be paid.
4. The plan for these properties is to maintain the area as green space. However, if a redevelopment proposal is submitted by a developer which includes this land, City staff would be willing to work with the developer on the redevelopment of the site.
5. Tax Increment Finance District (TID) 14 has adequate funds to acquire, temporarily maintain, and demolish the houses and garages that are located on these four properties.

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

Approval of this project would conform with Goal #5's stated purpose of applying sound, sustainable practices to promote a high quality community through historic preservation, community revitalization and new development. Further, in 2006, the City Council approved the Rock River Parkway Master Plan which included the redevelopment of the Second and Third Street corridors (see attached strategy). This acquisition would be one of the first steps towards the implementation of this strategy. Additionally, in the meantime, it would provide additional open space along the Rock River.

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** Additional open space will be provided along the Rock River corridor. It could also provide additional opportunities for redevelopment in this area.

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:

Recommendation to Council to approve resolution authorizing City Manager to execute the Offers to Purchase.

Fiscal Note/Budget Impact:

Funds are available in the TID 14 account to pay for the purchase and maintenance of these properties until the buildings are demolished.

Attachments:

Location Map; Rock River Parkway Master Plan; Offers to Purchase

Location Map

Glendora Hamilton Properties



Map prepared by: Julie Christensen
Date: April 2015
For: Community Development Dept.
Date of Aerial Photography: March 2011

COMMUNITY DEVELOPMENT DEPARTMENT

Iron Works District Task 1

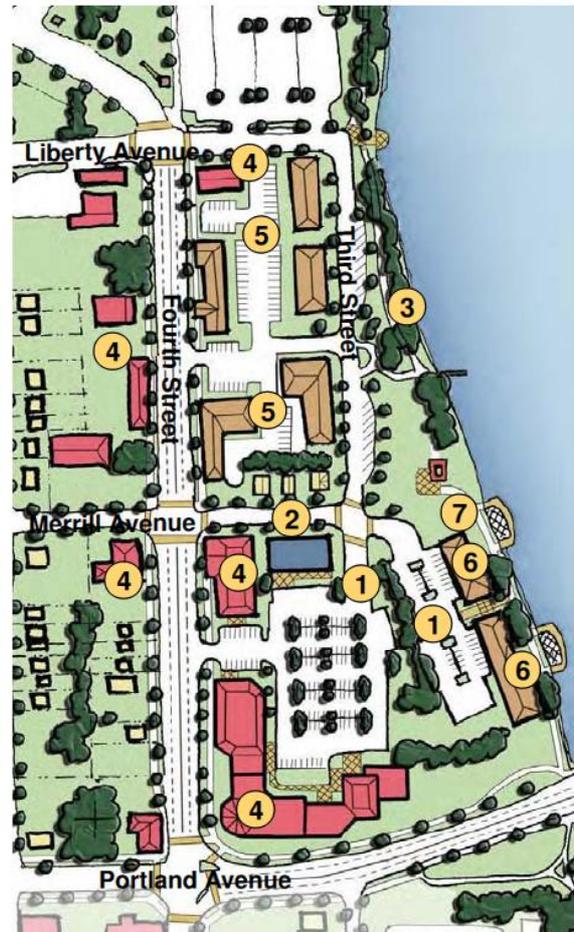
Tasks that support the Rock River Parkway District

Implementation

Create a 2nd/3rd/4th Street Redevelopment Plan

A redevelopment plan should be created for the land bordered by the Rock River on the east, Portland Avenue on the south, Fourth Street on the west, and Liberty Avenue on the north. The plan should include the elements listed below.

- 1 Close off 2nd and 3rd Streets between Merrill Avenue and Portland Avenue
- 2 Protect, support and strengthen historic Merrill homes and church. Incorporate into redevelopment.
- 3 Design the Third Street Park with public dock, park shelter, and water access, served by on-street parking
- 4 Commercial redevelopment on 4th Street
- 5 Redevelop block with new multi-family housing
- 6 Multi-family riverfront residential
- 7 Riverfront bicycle trail



Timeline: 2008

Lead Responsible Party: City of Beloit

Partners: Property Owners within plan area (willingness to sell/redevelop property), Community Development Authority, Private Developers, WI DNR (guidance with riverfront development), Greater Beloit Economic Development Corporation (assist with recruiting developers & providing financing options), Neighborhood Housing Services (affordable housing), Beloit School District (High School food service needs)

Beloit 2020 Role: Articulate the redevelopment vision for the area and how it connects to the betterment of the Rock River and the City of Beloit as a whole; facilitate development plan Request For Proposals; assist with design, construction, and funding

Funding Sources: City Revenue, Private Investment and Fundraising, Greater Beloit Economic Development Corporation Multi Bank Loan Pool, WI DNR grants

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 20, 2015 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

3 **GENERAL PROVISIONS** The Buyer, _____ City of Beloit, a Wisconsin municipal corporation,

4 _____, offers to purchase the Property known as [Street Address] 940 Second Street

5 _____ in the _____ City _____

6 of Beloit, County of Rock, Wisconsin (insert additional

7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: Thirty-Four Thousand Eight Hundred Twenty-Five and 00/100 _____

9 _____ Dollars (\$ 34,825.00).

10 ■ ~~EARNEST MONEY~~ of \$ _____ accompanies this Offer and earnest money of \$ _____

11 ~~will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or~~

12 _____.

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on

15 the date of this Offer not excluded at lines 17-18, and the following additional items: _____

16 _____.

17 ■ NOT INCLUDED IN PURCHASE PRICE: _____

18 _____.

19 CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented

20 and will continue to be owned by the lessor.

21 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are

22 included/excluded.

23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

24 copies of the Offer.

25 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines

26 running from acceptance provide adequate time for both binding acceptance and performance.

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on

28 or before April 30, 2015. Seller may keep the Property on the

29 market and accept secondary offers after binding acceptance of this Offer.

30 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS

32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"

33 OR ARE LEFT BLANK.

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and

35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

36 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if

37 named at line 38 or 39.

38 Seller's recipient for delivery (optional): Glendora Hamilton, 2025 Mound Ave., Beloit, WI 53511

39 Buyer's recipient for delivery (optional): City Attorney Elizabeth A. Krueger, 100 State Street, Beloit, WI 53511

40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:

41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a

43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for

44 delivery to the Party's delivery address at line 47 or 48.

45 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,

46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____

48 Delivery address for Buyer: _____

49 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line

50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for

51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically

52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____

54 E-Mail address for Buyer (optional): _____

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller

56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
- 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

116 **CLOSING** This transaction is to be closed no later than June 30, 2015
117 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
120 assessments, fuel and _____.

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)
127 Current assessment times current mill rate (current means as of the date of closing)
128 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
130 _____.

131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
132 **substantially different than the amount used for proration especially in transactions involving new construction,**
133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
134 **regarding possible tax changes.**

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 ~~**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights~~
141 ~~under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the~~
142 ~~(written) (oral) STRIKE ONE lease(s), if any, are _____~~
143 ~~_____. Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.~~

144 **RENTAL WEATHERIZATION** This transaction (is) (is not) STRIKE ONE exempt from Wisconsin Rental Weatherization
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) STRIKE ONE ("Buyer" if neither is stricken) shall
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 ~~**REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to~~
149 ~~provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been~~
150 ~~inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,~~
151 ~~personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The~~
152 ~~law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the~~
153 ~~contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does~~
154 ~~not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of~~
155 ~~sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission~~
156 ~~rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is~~
157 ~~submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding~~
158 ~~rescission rights.~~

159 ~~**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no~~
160 ~~notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's~~
161 ~~Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer~~
162 ~~signing this Offer and which is made a part of this Offer by reference [COMPLETE DATE OR STRIKE AS APPLICABLE] and~~
163 _____

164 _____ **[INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT]**

- 165 **ADDITIONAL PROVISIONS/CONTINGENCIES**
- 166 1. Buyer agrees to pay all customary closing costs and fees.
 - 167 2. Subject to final approval of the City Council of the City of Beloit.
 - 168 3. Closing shall take place at Brabazon Title Co., Inc. located at 2225 Cranston Road, Suite 101, Beloit, Wisconsin.

169 _____
170 _____
171 _____
172 _____

173 DEFINITIONS CONTINUED FROM PAGE 2

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building
201 or room dimensions, if material.**

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
215 be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

216
217 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
218 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
219 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
220 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than
221 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
224 fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.

228 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
229 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest
230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per
231 year. The maximum interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal
232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
234 165-172 or 435-442 or in an addendum attached per line 434.

235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
238 later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan
240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
242 unacceptability.**

243 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
244 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
245 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
246 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

247 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
249 commitment.

250 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
252 same including copies of lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
267 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
269 purchase price, accompanied by a written notice of termination.

270 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
271 deadlines provide adequate time for performance.**

272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
277 researching comparable sales, market conditions and listings, upon inquiry.

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

281 If Buyer defaults, Seller may:

282 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

283 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
284 damages.

285 If Seller defaults, Buyer may:

286 (1) sue for specific performance; or

287 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

289 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
290 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
291 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
292 law those disputes covered by the arbitration agreement.

293 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
294 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
295 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
296 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
297 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

298 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
299 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
300 and inures to the benefit of the Parties to this Offer and their successors in interest.

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

304 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____

308 _____
309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within ____ hours of Buyer's Actual
311 Receipt of said notice, this Offer shall be null and void.

312 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than ____ days after acceptance of this Offer. All
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
320 Offer except: _____

321 _____
322 _____. If "Time is of the Essence" applies to a date or
323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

325 **TITLE EVIDENCE**
326 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and _____

332 _____
333 _____
334 _____
335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

337 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may**
338 **prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**
339 **improvements to Property or a use other than the current use.**

340 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
341 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title
350 to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

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

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior
361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
362 Buyer.

363 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
364 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
365 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
366 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
367 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
368 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

369 **EARNEST MONEY**

370 ■ ~~**HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
372 otherwise disbursed as provided in the Offer.~~

373 ~~**CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
374 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special
375 disbursement agreement.~~

376 ■ ~~**DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
385 exceed \$250, prior to disbursement.~~

386 ■ ~~**LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.~~

395 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
396 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
397 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
398 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
399 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
400 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
401 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
402 authorization for inspections does not authorize Buyer to conduct testing of the Property.

403 **NOTE:** Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the
404 test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other
405 material terms of the contingency.

406 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
407 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
408 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
409 to the Wisconsin Department of Natural Resources.

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of _____

414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well
420 as any follow-up inspection(s).**

421 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached _____ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

436 _____
437 _____
438 _____
439 _____
440 _____
441 _____
442 _____

443 This Offer was drafted by [Licensee and Firm] _____ Elizabeth A. Krueger, City Attorney

444 _____ on April 20, 2015

445 (x) _____

446 Buyer's Signature ▲ Print Name Here ► City of Beloit by: Larry N. Arft 150420 Date ▲

447 (x) _____

448 Buyer's Signature ▲ Print Name Here ► Date ▲

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

450 _____ Broker (By) _____

451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
452 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY
453 ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS
454 OFFER.**

455 (x) Glendora Hamilton Glendora Hamilton 4-22-15

456 Seller's Signature ▲ Print Name Here ► Glendora Hamilton Date ▲

457 (x) _____

458 Seller's Signature ▲ Print Name Here ► Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] _____

460 _____ on _____ at _____ a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____

462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 20, 2015 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, _____ City of Beloit, a Wisconsin municipal corporation,

4 _____, offers to purchase the Property known as [Street Address] 42 Merrill Street

5 _____ in the _____ City _____

6 of Beloit _____, County of Rock, _____ Wisconsin (insert additional

7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: Twenty-Six Thousand Two Hundred Twenty-Five and 00/100 -----

9 ----- Dollars (\$ 26,225.00).

10 ■ ~~EARNEST MONEY~~ of \$ _____ accompanies this Offer and earnest money of \$ _____

11 ~~will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or~~

12 ~~_____.~~

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on

15 the date of this Offer not excluded at lines 17-18, and the following additional items: _____

16 _____.

17 ■ NOT INCLUDED IN PURCHASE PRICE: _____

18 _____.

19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented**

20 **and will continue to be owned by the lessor.**

21 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**

22 **included/excluded.**

23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

24 copies of the Offer.

25 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**

26 **running from acceptance provide adequate time for both binding acceptance and performance.**

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on

28 or before April 30, 2015 _____, Seller may keep the Property on the

29 market and accept secondary offers after binding acceptance of this Offer.

30 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS

32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"

33 OR ARE LEFT BLANK.

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and

35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if

37 named at line 38 or 39.

38 Seller's recipient for delivery (optional): Glendora Hamilton, 2025 Mound Ave., Beloit, WI 53511

39 Buyer's recipient for delivery (optional): City Attorney Elizabeth A. Krueger, 100 State Street, Beloit, WI 53511

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

41 Seller: (_____) _____ Buyer: (_____) _____

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a

43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for

44 delivery to the Party's delivery address at line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,

46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____

48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line

50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for

51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically

52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____

54 E-Mail address for Buyer (optional): _____

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller

56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
- 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

116 **CLOSING** This transaction is to be closed no later than June 30, 2015
117 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
120 assessments, fuel and _____.

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)

127 Current assessment times current mill rate (current means as of the date of closing)

128 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
130 _____.

131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
132 **substantially different than the amount used for proration especially in transactions involving new construction,**
133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
134 **regarding possible tax changes.**

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are _____ (see attached Affidavit of Lucille Mayfield dated April 2, 2015)
143 security deposit required. Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction ~~(is)~~ (is not) ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) ~~(Seller)~~ ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 compliance, Seller shall provide a Certificate of Compliance at closing.

~~148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to~~
~~149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been~~
~~150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,~~
~~151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The~~
~~152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the~~
~~153 contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does~~
~~154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of~~
~~155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission~~
~~156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is~~
~~157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding~~
~~158 rescission rights.~~

~~159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no~~
~~160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's~~
~~161 Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer~~
~~162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and~~
~~163 _____~~

~~164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**~~

165 **ADDITIONAL PROVISIONS/CONTINGENCIES**

- 166 1. Buyer agrees to pay all customary closing costs and fees.
- 167 2. Subject to final approval of the City Council of the City of Beloit.
- 168 3. Closing shall take place at Brabazon Title Co., Inc. located at 2225 Cranston Road, Suite 101, Beloit, Wisconsin.

169 _____
170 _____
171 _____
172 _____

173 **DEFINITIONS CONTINUED FROM PAGE 2**

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water**
195 **conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building**
201 **or room dimensions, if material.**

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
215 be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

216
217 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
218 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
219 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
220 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than
221 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
224 fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.

228 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
229 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest
230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per
231 year. The maximum interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal
232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
234 165-172 or 435-442 or in an addendum attached per line 434.

235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
238 later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan
240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
242 unacceptability.**

243 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
244 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
245 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
246 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

247 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
249 commitment.

250 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
252 same including copies of lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
267 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
269 purchase price, accompanied by a written notice of termination.

270 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
271 deadlines provide adequate time for performance.**

272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
277 researching comparable sales, market conditions and listings, upon inquiry.

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

281 If Buyer defaults, Seller may:

- 282 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
283 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
284 damages.

285 If Seller defaults, Buyer may:

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

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

289 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
290 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
291 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
292 law those disputes covered by the arbitration agreement.

293 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
294 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
295 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
296 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
297 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

298 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
299 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
300 and inures to the benefit of the Parties to this Offer and their successors in interest.

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

304 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____

308 _____
309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within ____ hours of Buyer's Actual
311 Receipt of said notice, this Offer shall be null and void.

312 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than ____ days after acceptance of this Offer. All
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
320 Offer except: _____

321 _____
322 _____, If "Time is of the Essence" applies to a date or
323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

325 **TITLE EVIDENCE**

326 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and _____

332 _____
333 _____
334 _____

335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

337 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may**
338 **prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**
339 **improvements to Property or a use other than the current use.**

340 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
341 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~(Buyer's)
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

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

360 ■ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior
361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
362 Buyer.

363 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
364 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
365 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
366 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
367 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
368 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

369 **EARNEST MONEY**

370 ■ ~~HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker~~
371 ~~(Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or~~
372 ~~otherwise disbursed as provided in the Offer.~~

373 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
374 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
375 **disbursement agreement.**

376 ■ ~~DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after~~
377 ~~clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.~~
378 ~~At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest~~
379 ~~money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said~~
380 ~~disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse~~
381 ~~the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;~~
382 ~~(2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)~~
383 ~~any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an~~
384 ~~interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to~~
385 ~~exceed \$250, prior to disbursement.~~

386 ■ ~~LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in~~
387 ~~relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to~~
388 ~~disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or~~
389 ~~Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.~~
390 ~~Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4~~
391 ~~dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their~~
392 ~~legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith~~
393 ~~disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing~~
394 ~~regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.~~

395 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
396 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
397 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
398 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
399 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
400 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
401 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
402 authorization for inspections does not authorize Buyer to conduct testing of the Property.

403 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
404 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
405 **material terms of the contingency.**

406 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
407 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
408 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
409 to the Wisconsin Department of Natural Resources.

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of _____
414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well
420 as any follow-up inspection(s).**

421 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached Affidavit of Lucille Mayfield dated April 2, 2015 is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
436 _____
437 _____
438 _____
439 _____
440 _____
441 _____
442 _____

443 This Offer was drafted by [Licensee and Firm] Elizabeth A. Krueger, City Attorney
444 _____ on April 20, 2015.

445 (x) _____
446 Buyer's Signature ▲ Print Name Here ► City of Beloit by: Larry N. Arft 150420 Date ▲

447 (x) _____
448 Buyer's Signature ▲ Print Name Here ► Date ▲

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
450 _____ Broker (By) _____

451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
452 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY
453 ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS
454 OFFER.**

455 (x) Glendora Hamilton Glendora Hamilton 4-22-15
456 Seller's Signature ▲ Print Name Here ► Glendora Hamilton Date ▲

457 (x) _____
458 Seller's Signature ▲ Print Name Here ► Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] _____
460 _____ on _____ at _____ a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____
462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

AFFIDAVIT

STATE OF WISCONSIN)
) SS
COUNTY OF ROCK)

I, Lucille Mayfield, being first duly sworn on oath, depose and state as follows:

1. I am the tenant currently residing at 42 Merrill, Beloit, Wisconsin.
2. Glendora Hamilton is my landlord and the owner of 42 Merrill, Beloit, Wisconsin.
3. Glendora Hamilton and I currently have an oral agreement outlining the terms and conditions of leasing 42 Merrill, Beloit, Wisconsin.
4. The oral agreement between Glendora Hamilton and I calls for a month-to-month lease agreement with rent in the amount of \$700 per month and timely payments of the following utilities at 42 Merrill, Beloit, Wisconsin: water; sewer, trash, & storm water fees; electricity; and gas. I am also responsible for mowing and snow removal at 42 Merrill, Beloit, Wisconsin.
5. The oral agreement between Glendora Hamilton and I does not call for a security deposit. I have paid no security deposit to Glendora Hamilton at any time while residing at 42 Merrill, Beloit, Wisconsin.

Dated this 2 day of April, 2015.

Lucille Mayfield
Lucille Mayfield, Affiant

Subscribed and sworn to before me this

2nd day of April, 2015.

[Signature]
Notary Public, Rock County, WI

My commission expires: 12-12-17

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 20, 2015 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, _____ City of Beloit, a Wisconsin municipal corporation,
4 _____, offers to purchase the Property known as [Street Address] 957 Third Street
5 _____ in the _____ City _____
6 of Beloit County of Rock, Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: Thirty-Four Thousand Nine Hundred Twenty-Five and 00/100
9 _____ Dollars (\$ 34,925.00).

10 ■ ~~EARNEST MONEY~~ of \$ _____ accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on
15 the date of this Offer not excluded at lines 17-18, and the following additional items: _____
16 _____.

17 ■ NOT INCLUDED IN PURCHASE PRICE: _____
18 _____.

19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.**

21 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
22 included/excluded.**

23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.

25 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
26 running from acceptance provide adequate time for both binding acceptance and performance.**

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before April 30, 2015. Seller may keep the Property on the

29 market and accept secondary offers after binding acceptance of this Offer.
30 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33 OR ARE LEFT BLANK.

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.

38 Seller's recipient for delivery (optional): Glendora Hamilton, 2025 Mound Ave., Beloit, WI 53511
39 Buyer's recipient for delivery (optional): City Attorney Elizabeth A. Krueger, 100 State Street, Beloit, WI 53511

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) _____ Buyer: (_____) _____

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): _____

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

116 **CLOSING** This transaction is to be closed no later than June 30, 2015
117 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
120 assessments, fuel and

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)

127 Current assessment times current mill rate (current means as of the date of closing)

128 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

130
131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
132 **substantially different than the amount used for proration especially in transactions involving new construction,**
133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
134 **regarding possible tax changes.**

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142 (written) (oral) **STRIKE ONE** lease(s), if any, are (see attached Affidavits of Hugh Davidson & Larry Blake dated April 2, 2015)
143 security deposit required. Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 ~~**REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the
153 contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
158 rescission rights.~~

159 ~~**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and~~

163 _____
164 ~~**INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**~~

165 **ADDITIONAL PROVISIONS/CONTINGENCIES**

- 166 1. Buyer agrees to pay all customary closing costs and fees.
167 2. Subject to final approval of the City Council of the City of Beloit.
168 3. Closing shall take place at Brabazon Title Co., Inc. located at 2225 Cranston Road, Suite 101, Beloit, Wisconsin.

169 _____
170 _____
171 _____
172 _____

173 DEFINITIONS CONTINUED FROM PAGE 2

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building
201 or room dimensions, if material.**

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
215 be held in trust for the sole purpose of restoring the Property.

216 **IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.**

217 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____

218 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage

219 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an

220 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than

221 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may

222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance

223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination

224 fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed

225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and

226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

228 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

229 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest

230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per

231 year. The maximum interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal

232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines

234 165-172 or 435-442 or in an addendum attached per line 434.

235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a

236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described

237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no

238 later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**

239 **Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan**

240 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**

241 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**

242 **unacceptability.**

243 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**

244 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**

245 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**

246 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

247 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this

248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan

249 commitment.

250 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already

251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of

252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is

253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this

254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing

255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain

256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party

258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,

259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering

260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing

261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands

262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an

263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised

265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated

266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon

267 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers

268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon

269 purchase price, accompanied by a written notice of termination.

270 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**

271 **deadlines provide adequate time for performance.**

272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
277 researching comparable sales, market conditions and listings, upon inquiry.

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

281 If Buyer defaults, Seller may:

- 282 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
283 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
284 damages.

285 If Seller defaults, Buyer may:

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

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

289 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
290 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
291 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
292 law those disputes covered by the arbitration agreement.

293 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
294 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
295 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
296 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
297 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

298 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
299 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
300 and inures to the benefit of the Parties to this Offer and their successors in interest.

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

304 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____
308 _____

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within ____ hours of Buyer's Actual
311 Receipt of said notice, this Offer shall be null and void.

312 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
320 Offer except: _____
321 _____
322 _____

323 If "Time is of the Essence" applies to a date or
324 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
325 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

325 **TITLE EVIDENCE**

326 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and _____
332 _____
333 _____
334 _____

335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

337 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may**
338 **prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**
339 **improvements to Property or a use other than the current use.**

340 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
341 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (~~Seller's~~)(Buyer's)
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

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

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior
361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
362 Buyer.

363 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
364 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
365 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
366 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
367 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
368 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

369 **EARNEST MONEY**

370 ■ ~~**HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
372 otherwise disbursed as provided in the Offer.~~

373 ~~**CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
374 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
375 **disbursement agreement.**~~

376 ■ ~~**DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
385 exceed \$250, prior to disbursement.~~

386 ■ ~~**LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.~~

395 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
396 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
397 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
398 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
399 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
400 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
401 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
402 authorization for inspections does not authorize Buyer to conduct testing of the Property.

403 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
404 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
405 **material terms of the contingency.**

406 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
407 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
408 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
409 to the Wisconsin Department of Natural Resources.

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of _____
414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well
420 as any follow-up inspection(s).**

421 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached Affidavits of Hugh Davidson & Larry Blake dated April 2, 2015 is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
436 _____
437 _____
438 _____
439 _____
440 _____
441 _____
442 _____

443 This Offer was drafted by [Licensee and Firm] Elizabeth A. Krueger, City Attorney
444 _____ on April 20, 2015

445 (x) _____
446 Buyer's Signature ▲ Print Name Here ► City of Beloit by: Larry N. Arft 150420 Date ▲

447 (x) _____
448 Buyer's Signature ▲ Print Name Here ► Date ▲

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
450 _____ Broker (By) _____

451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
452 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY
453 ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS
454 OFFER.**

455 (x) Glendora Hamilton Glendora Hamilton 4-22-15
456 Seller's Signature ▲ Print Name Here ► Glendora Hamilton Date ▲

457 (x) _____
458 Seller's Signature ▲ Print Name Here ► Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] _____
460 _____ on _____ at _____ a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____
462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

AFFIDAVIT

STATE OF WISCONSIN)
) SS
COUNTY OF ROCK)

I, Hugh Davidson, being first duly sworn on oath, depose and state as follows:

1. I am the tenant currently residing at 957 Third Street, Beloit, Wisconsin.
2. Glendora Hamilton is my landlord and the owner of the duplex located at 957 Third Street, Beloit, Wisconsin.
3. Glendora Hamilton and I currently have an oral agreement outlining the terms and conditions of leasing 957 Third Street, Beloit, Wisconsin.
4. The oral agreement between Glendora Hamilton and I calls for a month-to-month lease agreement with rent in the amount of \$500 per month. Glendora Hamilton is responsible to pay the following utilities at 957 Third Street: water; sewer, trash, & storm water fees; electricity; and gas. I am responsible for mowing and snow removal at 957 Third Street, Beloit, Wisconsin.
5. The oral agreement between Glendora Hamilton and I does not call for a security deposit. I have paid no security deposit to Glendora Hamilton at any time while residing at 957 Third Street, Beloit, Wisconsin.

Dated this 2nd day of April, 2015.

Hugh Davidson
Hugh Davidson, Affiant

Subscribed and sworn to before me this

2nd day of April, 2015.

Yvonne E. West
Notary Public, Rock County, WI

My commission expires: 12-12-17

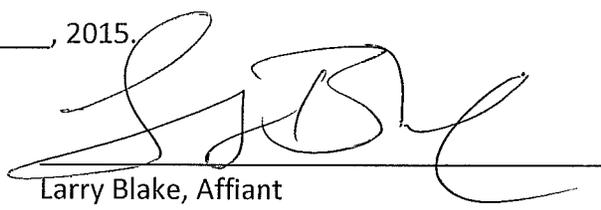
AFFIDAVIT

STATE OF WISCONSIN)
) SS
COUNTY OF ROCK)

I, Larry Blake, being first duly sworn on oath, depose and state as follows:

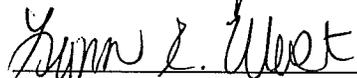
1. I am the tenant currently residing at 957½ Third Street, Beloit, Wisconsin.
2. Glendora Hamilton is my landlord and the owner of the duplex located at 957½ Third Street, Beloit, Wisconsin.
3. Glendora Hamilton and I currently have an oral agreement outlining the terms and conditions of leasing 957½ Third Street, Beloit, Wisconsin.
4. The oral agreement between Glendora Hamilton and I calls for a month-to-month lease agreement with rent in the amount of \$500 per month. Glendora Hamilton is responsible to pay the following utilities at 957½ Third Street, Beloit, Wisconsin: water; sewer, trash, & storm water fees; electricity; and gas.
5. The oral agreement between Glendora Hamilton and I does not call for a security deposit. I have paid no security deposit to Glendora Hamilton at any time while residing at 957½ Third Street, Beloit, Wisconsin.

Dated this 02 day of April, 2015.


Larry Blake, Affiant

Subscribed and sworn to before me this

2nd day of April, 2015.


Notary Public, Rock County, WI

My commission expires: 12-12-17

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 20, 2015 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, _____ City of Beloit, a Wisconsin municipal corporation,

4 _____, offers to purchase the Property known as [Street Address] 959 Third Street

5 _____ in the _____ City _____

6 of Beloit County of Rock, Wisconsin (insert additional

7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: Thirty-Six Thousand Five Hundred Twenty-Five and 00/100 -----

9 ----- Dollars (\$ 36,525.00).

10 ■ ~~EARNEST MONEY~~ of \$ _____ accompanies this Offer and earnest money of \$ _____

11 ~~will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or~~

12 _____

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on

15 the date of this Offer not excluded at lines 17-18, and the following additional items: _____

16 _____

17 ■ NOT INCLUDED IN PURCHASE PRICE: _____

18 _____

19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented**

20 **and will continue to be owned by the lessor.**

21 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**

22 **included/excluded.**

23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

24 copies of the Offer.

25 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**

26 **running from acceptance provide adequate time for both binding acceptance and performance.**

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on

28 or before April 30, 2015 Seller may keep the Property on the

29 market and accept secondary offers after binding acceptance of this Offer.

30 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS

32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"

33 OR ARE LEFT BLANK.

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and

35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if

37 named at line 38 or 39.

38 Seller's recipient for delivery (optional): Glendora Hamilton, 2025 Mound Ave., Beloit, WI 53511

39 Buyer's recipient for delivery (optional): City Attorney Elizabeth A. Krueger, 100 State Street, Beloit, WI 53511

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a

43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for

44 delivery to the Party's delivery address at line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,

46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____

48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line

50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for

51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically

52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): _____

54 E-Mail address for Buyer (optional): _____

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller

56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
- 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

116 **CLOSING** This transaction is to be closed no later than June 30, 2015
117 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
120 assessments, fuel and

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)

127 Current assessment times current mill rate (current means as of the date of closing)

128 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

130
131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
132 **substantially different than the amount used for proration especially in transactions involving new construction,**
133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
134 **regarding possible tax changes.**

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are (see line 169)
143 . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (is not) ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 ~~**REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the
153 contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
158 rescission rights.~~

159 ~~**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and~~

163 _____
164 ~~**INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**~~

165 **ADDITIONAL PROVISIONS/CONTINGENCIES**

- 166 1. Buyer agrees to pay all customary closing costs and fees.
- 167 2. Subject to final approval of the City Council of the City of Beloit.
- 168 3. Closing shall take place at Brabazon Title Co., Inc. located at 2225 Cranston Road, Suite 101, Beloit, Wisconsin.
- 169 See Affidavits of Kenona Davidson dated April 1, 2015 and Carlette Hamilton dated April 2, 2015.

170 _____
171 _____
172 _____

173 DEFINITIONS CONTINUED FROM PAGE 2

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water**
195 **conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building**
201 **or room dimensions, if material.**

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
215 be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

216
217 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
218 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
219 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
220 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than
221 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
224 fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.

228 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
229 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest
230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per
231 year. The maximum interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal
232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
234 165-172 or 435-442 or in an addendum attached per line 434.

235 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
238 later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan
240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
242 unacceptability.**

243 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
244 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
245 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
246 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

247 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
249 commitment.

250 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
267 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
269 purchase price, accompanied by a written notice of termination.

270 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
271 deadlines provide adequate time for performance.**

272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
277 researching comparable sales, market conditions and listings, upon inquiry.

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

281 If Buyer defaults, Seller may:

282 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

283 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
284 damages.

285 If Seller defaults, Buyer may:

286 (1) sue for specific performance; or

287 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

289 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
290 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
291 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
292 law those disputes covered by the arbitration agreement.

293 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
294 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
295 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
296 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
297 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

298 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
299 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
300 and inures to the benefit of the Parties to this Offer and their successors in interest.

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

304 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____

308 _____
309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within ____ hours of Buyer's Actual
311 Receipt of said notice, this Offer shall be null and void.

312 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than ____ days after acceptance of this Offer. All
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
320 Offer except: _____

321 _____
322 _____ . If "Time is of the Essence" applies to a date or
323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

325 **TITLE EVIDENCE**

326 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and _____

332 _____
333 _____
334 _____
335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

337 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may**
338 **prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**
339 **improvements to Property or a use other than the current use.**

340 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
341 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

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

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior
361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
362 Buyer.

363 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
364 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
365 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
366 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
367 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
368 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

369 **EARNEST MONEY**

370 ■ ~~**HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
372 otherwise disbursed as provided in the Offer.~~

373 ~~**CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
374 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
375 **disbursement agreement.**~~

376 ■ ~~**DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
385 exceed \$250, prior to disbursement.~~

386 ■ ~~**LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.~~

395 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
396 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
397 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
398 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
399 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
400 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
401 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
402 authorization for inspections does not authorize Buyer to conduct testing of the Property.

403 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
404 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
405 **material terms of the contingency.**

406 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
407 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
408 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
409 to the Wisconsin Department of Natural Resources.

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of _____

414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well**
420 **as any follow-up inspection(s).**

421 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached Affidavits of Kenona Davison dated April 1, 2015 & (see line 435) ~~is/are made part of this Offer.~~

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** Carlette Hamilton dated April 2, 2015 are made part of this Offer.

436 _____
437 _____
438 _____
439 _____
440 _____
441 _____
442 _____

443 This Offer was drafted by [Licensee and Firm] _____ Elizabeth A. Krueger, City Attorney

444 _____ on April 20, 2015.

445 (x) _____
446 Buyer's Signature ▲ Print Name Here ► City of Beloit by: Larry N. Arft 150420 Date ▲

447 (x) _____
448 Buyer's Signature ▲ Print Name Here ► Date ▲

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

450 _____ Broker (By) _____

451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
452 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY**
453 **ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS**
454 **OFFER.**

455 (x) Glendora Hamilton Glendora Hamilton 4-22-15
456 Seller's Signature ▲ Print Name Here ► Glendora Hamilton Date ▲

457 (x) _____
458 Seller's Signature ▲ Print Name Here ► Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] _____

460 _____ on _____ at _____ a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____

462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

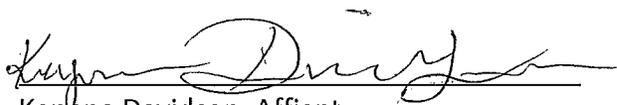
AFFIDAVIT

STATE OF WISCONSIN)
) SS
COUNTY OF ROCK)

I, Kenona Davidson, being first duly sworn on oath, depose and state as follows:

1. I am the tenant currently residing at 959 Third Street, Beloit, Wisconsin.
2. Glendora Hamilton is my landlord and the owner of the duplex located at 959 Third Street, Beloit, Wisconsin.
3. Glendora Hamilton and I currently have an oral agreement outlining the terms and conditions of leasing 959 Third Street, Beloit, Wisconsin.
4. The oral agreement between Glendora Hamilton and I calls for a month-to-month lease agreement with rent in the amount of \$500 per month. Glendora Hamilton is responsible to pay the following utilities at 959 Third Street, Beloit, Wisconsin: water; sewer, trash, & storm water fees; electricity; and gas. Also, Glendora Hamilton is responsible for mowing and snow removal at 959 Third Street, Beloit, Wisconsin.
5. The oral agreement between Glendora Hamilton and I does not call for a security deposit. I have paid no security deposit to Glendora Hamilton at any time while residing at 959 Third Street, Beloit, Wisconsin.

Dated this 1 day of April, 2015.


Kenona Davidson, Affiant

Subscribed and sworn to before me this

01 day of April, 2015.


Notary Public, Rock County, WI

My commission expires: 12-12-2017

AFFIDAVIT

STATE OF WISCONSIN)
) SS
COUNTY OF ROCK)

I, Carlette Hamilton, being first duly sworn on oath, depose and state as follows:

1. I am the tenant currently residing at 959½ Third Street, Beloit, Wisconsin.
2. Glendora Hamilton is my landlord and the owner of the duplex located at 959½ Third Street, Beloit, Wisconsin.
3. Glendora Hamilton and I currently have an oral agreement outlining the terms and conditions of leasing 959½ Third Street, Beloit, Wisconsin.
4. The oral agreement between Glendora Hamilton and I calls for a month-to-month lease agreement with rent in the amount of \$512 per month. Glendora Hamilton is responsible to pay the following utilities at 959½ Third Street, Beloit, Wisconsin: water; sewer, trash, & storm water fees; electricity; and gas.
5. The oral agreement between Glendora Hamilton and I does not call for a security deposit. I have paid no security deposit to Glendora Hamilton at any time while residing at 959½ Third Street, Beloit, Wisconsin.

Dated this 2 day of April, 2015.

Carlette Hamilton
Carlette Hamilton, Affiant

Subscribed and sworn to before me this

2nd day of April, 2015.

John E. West
Notary Public, Rock County, WI

My commission expires: 12-12-17



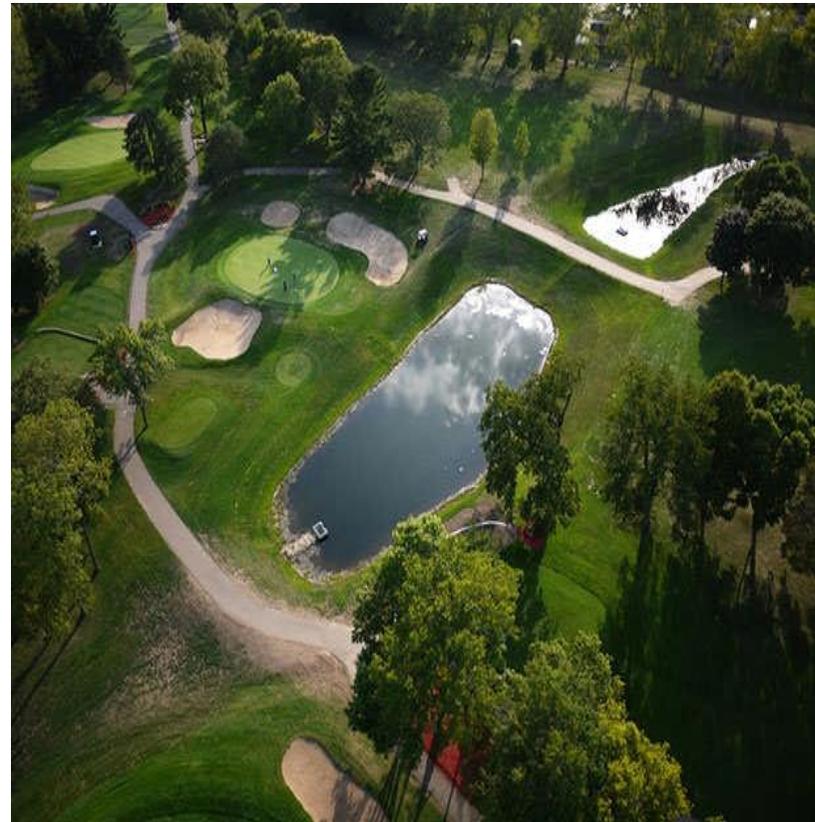
KRUEGER HASKELL GOLF COURSE

BELOIT, WISCONSIN

2014 OPERATIONS REPORT

HISTORICAL PERSPECTIVE

- Founded and developed in 1927, the Beloit Municipal Golf Course was originally only a 9 Hole Course.
- In 1931, enlarged to an 18 Hole Course.
- In 1966 the course was dedicated to Butch Krueger, and later in 1995 Everett Haskell was added.
- In 2011, five (5) new water hazards were added to the course as a means to accommodate the DNR's Storm Water requirements, and adds new challenges to at least six (6) holes.



GENERAL COURSE INFORMATION

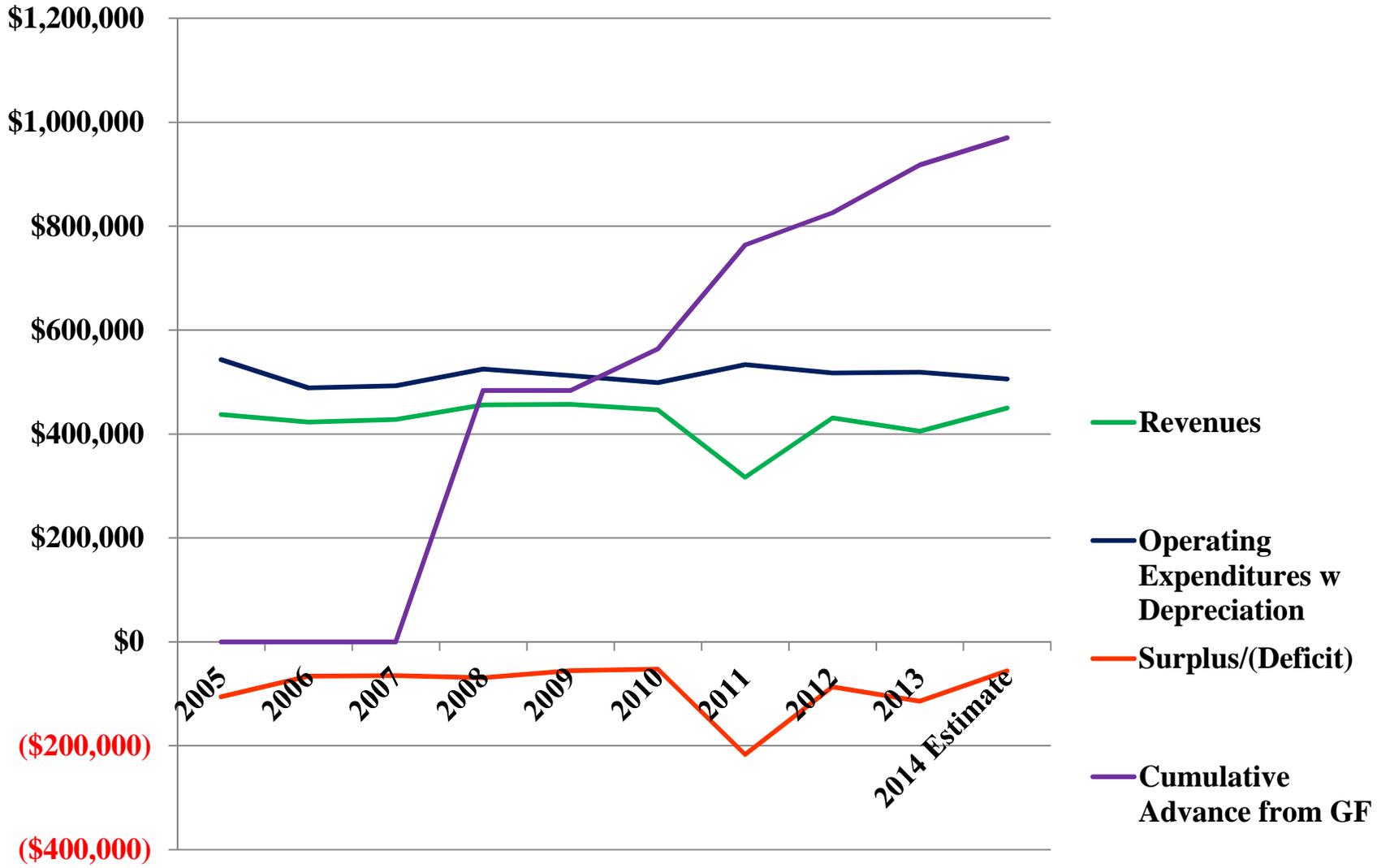
- Today's course: Par 70 rating, 18 holes and 6,556 yards long,
- "Best Places to Play" – Golf Digest
- 7,000+sqft Clubhouse offers a small merchandise area, locker rooms, and approximately 2,000 sq ft concession & grille area with a seating capacity of 220.
- Average 22,008 rounds/year,
- Host 25 Golf Outings/year
- Host City Golf Tournament
- Home to BMHS Golf Team & Annual HS Invitational Tournament.



10 YEAR FINANCIAL CHART

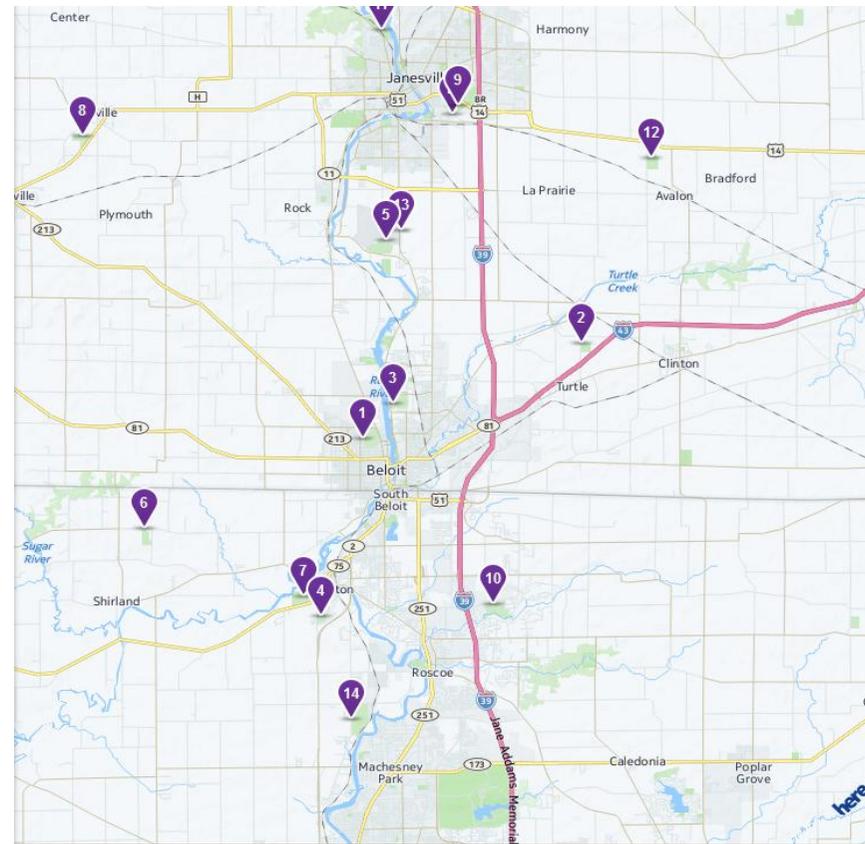
KRUEGER HASKELL GOLF COURSE 2005-2014 DEFICIT REPORT										
Year	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014 Estimate
Revenues	\$437,437	\$423,129	\$427,914	\$456,158	\$457,180	\$446,711	\$317,058	\$430,943	\$405,108	\$450,011
Operating Expenditures w/o Depreciation	\$515,298	\$460,461	\$464,571	\$496,824	\$484,333	\$470,873	\$505,643	\$489,572	\$491,120	\$477,569
Depreciation	\$27,833	\$28,427	\$28,366	\$28,366	\$28,127	\$28,126	\$28,127	\$28,127	\$28,127	\$28,127
Operating Expenditures w/ Depreciation	\$543,131	\$488,888	\$492,937	\$525,190	\$512,460	\$498,999	\$533,770	\$517,699	\$519,247	\$505,696
Surplus/(Deficit)	(\$105,694)	(\$65,759)	(\$65,023)	(\$69,032)	(\$55,280)	(\$52,288)	(\$216,712)	(\$86,756)	(\$114,139)	(\$55,685)
Annual Advance from General Fund	\$0	\$0	\$0	\$484,000	\$0	\$80,000	\$200,000	\$62,000	\$92,000	\$52,000
Cumulative Advance from GF	\$0	\$0	\$0	\$484,000	\$484,000	\$564,000	\$764,000	\$826,000	\$918,000	\$970,000

10 YEAR FINANCIAL GRAPH



COMPETITIVE GOLF COURSES

- Riverside GC – Janesville
- Glen Erin GC – Janesville
- Winnebago County (IL) Forest Preserve
 - Ledges – Roscoe
 - Macktown - Rockton
 - Atwood - Rockford
- Aldeen GC – Rockford
- Timber Pointe – Poplar Grove, IL
- Prairie Woods - Avalon



COMPARABLE GOLF COURSES

9 HOLE DAILY FEES (March 1-Sept 15)	Current 2015	Proposed Increase	Weekday Riverside	Weekday Riverside	Weekday Wbago Co.	Weekend Wbago Co.	Aldeen Weekday	Aldeen Weekend	Weekday Timber Pt.	Weekend Timber Pt.	Bass Creek
Regular	\$13.00	\$18.00	\$11.37	\$14.22	\$15.00	\$17.00	-	-	\$21.00 (after 4)	\$21.00 (after 4)	\$12-\$14
Senior	\$13.00	\$16.00	-	-	-	-	-	-	-	-	\$9-\$11
Junior	\$9.00	\$10.00	-	-	\$5.00	\$5.00	-	-	\$11.00	\$11.00	\$7-\$9
Twilight after 4pm	\$20.00	\$23.00	\$12.32	15.13	NA	NA	\$20.00	\$20.00	\$21.00	\$21.00	
18 HOLE DAILY FEES (March 1-Sept 15)	Current 2015	Proposed Increase	Weekday Riverside	Weekday Riverside	Weekday Wbago Co.	Weekend Wbago Co.	Aldeen Weekday	Aldeen Weekend	Weekday Timber Pt.	Weekend Timber Pt.	Bass Creek
Regular	\$25.00	\$30.00	\$18.96	\$22.75	\$23.00	\$27.00	\$43.00	\$48.00	\$30 with cart	\$55 with cart	\$18-\$20
Senior	\$18.00	\$21.00	\$12.32	\$15.17	-	-	-	-	\$35 with cart	\$36 with cart	\$15-\$17
Junior	\$10.00	\$12.00	\$12.32	\$12.17	\$10.00	\$10.00	-	-	\$21.00	\$21.00	\$13-\$15
Twilight after 4pm	\$20.00	\$23.00		-	-	-	\$22.00	\$22.00	\$21.00	\$21.00	

DYNAMIC PRICING

Glen Erin Golf Course @ \$35.00 High/Primetime - \$19.00 Low/Offtimes
 Prairie Woods Golf Course - @ \$37 High/Primetime - \$24 Low/Offtimes

COMPARABLE COURSES cont'd

SEASON GOLF PASS (March 1 & After)	Current 2015	Proposed Increase	Riverside	Wbago Co.	Pr. Woods	Aldeen	Glen Erin
Single	\$595.00	\$700.00	\$848.00	\$750.00	\$ 599.00	NA	\$900.00
Senior @ 62	\$545.00	\$650.00	\$644.00	NA	NA	NA	\$750.00
Family (2)	\$1090.00	\$1300.00	\$1365.00	NA	NA	NA	\$1450.00
Junior (17 & Under)	\$225.00	\$250.00	\$283.00	NA	NA	NA	\$300.00
Junior (Su' Only: Memorial Day-Labor Day	\$195.00	\$200.00	\$189.00	\$230.00	\$275.00	NA	NA
Limited Play Passes @ 20 Rounds	\$200.00	\$250.00	NA	NA	NA	NA	\$800.00
Twilight Pass	\$315.00	\$350.00	\$376.00	NA	\$399.00	NA	NA

CURRENT/PROPOSED 2015 RATES & FEES

DAILY FEES	9 HOLES		18 HOLES	
	Current	Prop. 2015	Current	Prop. 2015
March 1-Sept 15				
Regular	\$13.00	\$18.00	\$25.00	\$30.00
Senior	\$13.00	\$16.00	\$18.00	\$21.00
Junior	\$9.00	\$10.00	\$10.00	\$12.00
Twilight After 4pm	\$20.00	\$23.00	\$20.00	\$23.00
Wed Golf & Cart Special	\$17.00	\$22.00	\$25.00	\$30.00
Sun Golf & Cart Special	\$17.00	\$22.00	\$25.00	\$30.00
League Play	\$13.00	\$16.00	N/A	N/A

CURRENT/PROPOSED 2015 RATES & FEES

DAILY FEES	9 HOLES		18 HOLES		
	Sept 16-November 30	Current	Prop. 2015	Current	Prop. 2015
Regular		\$12.00	\$17.00	\$21.00	\$25.00
Senior		\$12.00	\$15.00	\$15.00	\$18.00
Junior		\$9.00	\$9.00	\$10.00	\$10.00
Twilight After 3 pm		\$17.00	\$23.00	\$17.00	\$23.00
Wed Golf & Cart Special		\$17.00	\$22.00	\$20.00	\$22.00
Sun Golf & Cart Special		\$17.00	\$22.00	\$20.00	\$22.00
League Play		\$13.00	\$16.00	N/A	N/A

CURRENT/PROPOSED 2015 RATES & FEES

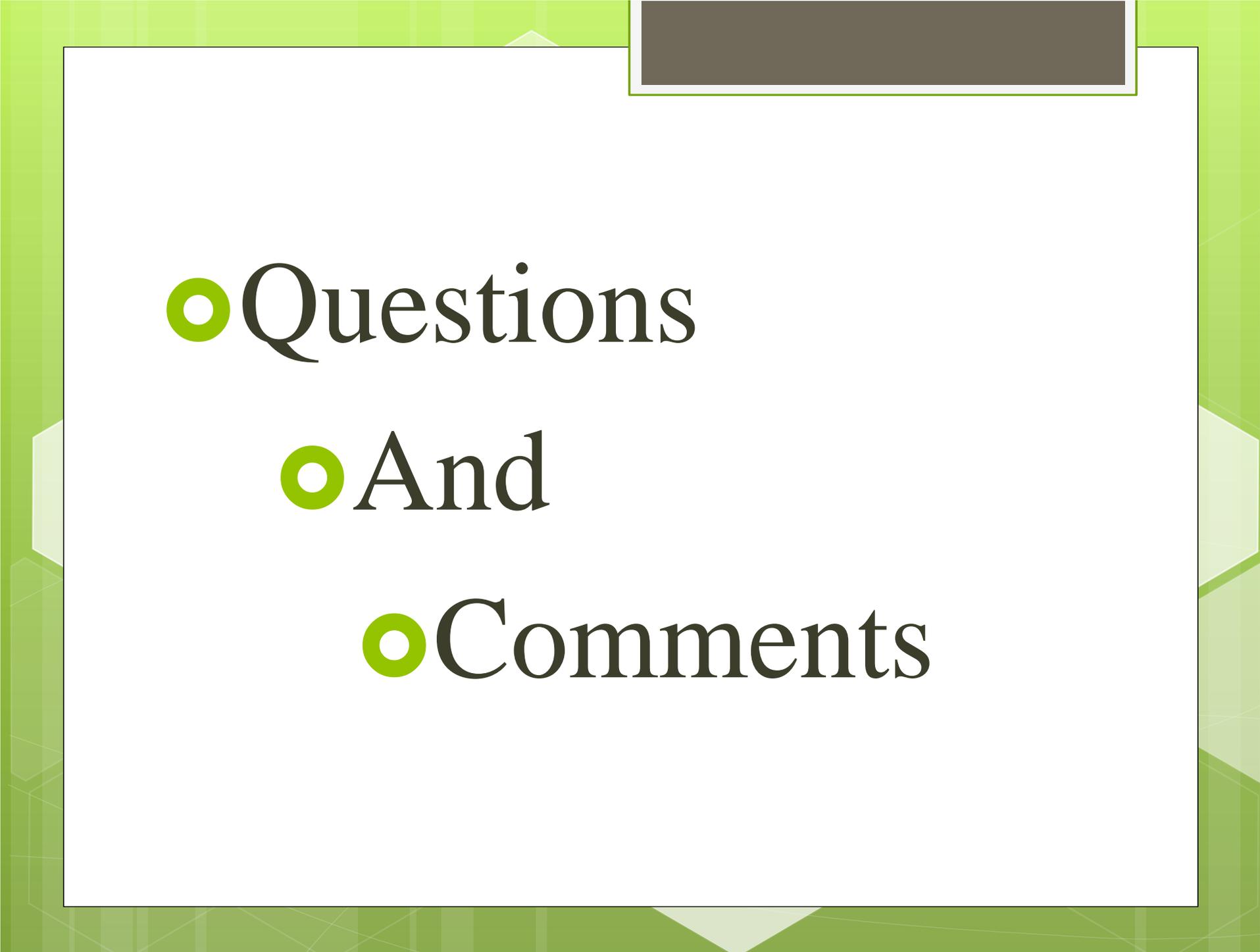
PLAYDAYS	9 HOLES		18 HOLES	
April-October	Current	Prop. 2015	Current	Prop. 2015
40+ Participants w/cart	\$20.00	\$23.00	\$33.00	\$36.00
40- Participants w/cart	\$21.00	\$24.00	\$34.00	\$37.00
CART RENTALS	\$12.00	\$12.00	\$15.00	\$15.00
Hand Carts	\$5.00	\$6.00	\$5.00	\$6.00
Seniors before 10am Weekdays	\$10.00	\$11.00	\$13.00	\$14.00

CURRENT/PROPOSED 2015 RATES & FEES

REVENUE ACCOUNTS & DESCRIPTIONS		
SEASON GOLF PASS AFTER MARCH 1st	Current	Prop. 2015
Single	\$595.00	\$700.00
Senior @ 62+	\$545.00	\$650.00
Family (2)	\$1090.00	\$1300.00
Junior (17 & Under)	\$225.00	\$250.00
Junior (Su' Only: Memorial Day-Labor Day)	\$195.00	\$200.00
Limited Play Passes @ 20 Rounds	\$200.00	\$250.00
Twilight Pass	\$315.00	\$350.00
NEW - DISCOUNT CARD		
Would allow a person to be charged 2015 rates/fees prior to May 4 th rate increases	N/A	\$50.00

SUMMARY

- Besides the proposal to increase fees, and introducing a new Discount Card, staff are considering eliminating the Season Pass in 2016, and utilizing the Discount Card format as the only means for discounting our Daily Rates.
- Furthermore, staff is recommending that we eliminate the practice of allowing Season Pass Holders to play for free in Golf Outings.
- ***Based upon our 2014 participation levels***, if our levels remain relatively the same, then we may be able to assume that **this new fee structure may increase our annual revenues by an estimated \$48,528.00**.



- Questions

- And

- Comments

**RESOLUTION AUTHORIZING A REVISION OF THE 2015 SCHEDULE OF FEES,
CHARGES AND RATES FOR THE KRUEGER HASKELL GOLF COURSE IN THE
CITY OF БЕLOIT, WISCONSIN**

WHEREAS, the City of Beloit has the authority to establish reasonable fees for services provided or costs incurred in the administration of government and operation of the Public Golf Course, and;

WHEREAS, the Municipal Code provides that fees shall be established by City Council resolution, and;

WHEREAS, the City annually reviews municipal fees, charges, and rates related to costs and services provided by the City, and;

WHEREAS, the proposed 2015 budget, including proposed fee adjustments for the Krueger Haskell Golf Course, and;

WHEREAS, a review of Golf Course operations for 2014 again shows the course operating in a deficit position even after a \$50,000 property tax allotment was authorized by Council to supplement revenues, and;

WHEREAS, the city does not have further property tax revenue available to subsidize golf course operations and fees need to be adjusted to reflect actual operating costs, and;

WHEREAS, Council desires to adjust fees at this time to impact 2015 operations to minimize the possibility for further subsidies for golf course operations.

NOW, THEREFORE, BE IT RESOLVED that the City Council adopts the increased fees as outlined in the hereafter fee schedule for 2015, effective May 5th, 2015.

SECTION 1. THE 2015 CHANGES TO SCHEDULE OF FEES, CHARGES, AND RATES FOR SERVICES PROVIDED BY THE DEPARTMENT OF PUBLIC WORKS DIVISION OF PARKS AND LEISURE SERVICES.

A. SCHEDULE OF FEE CHANGES FOR KRUEGER-HASKELL GOLF COURSE

1. 9 HOLE DAILY FEES (March 1 – Sept 15)	<u>2015</u>	<u>2015</u>
		<u>May 4th</u>
Regular	\$13.00	\$18.00
Senior	\$13.00	\$16.00
Junior	\$9.00	\$10.00
Twilight After 4 p.m.	\$20.00	\$23.00
Wednesday Golf & Cart Special	\$17.00	\$22.00
Sunday Golf & Cart Special	\$17.00	\$22.00
League Play	\$13.00	\$16.00
2. 18 HOLE DAILY FEES (March 1 – Sept 15)	<u>2015</u>	<u>2015</u>
		<u>May 4th</u>
Regular	\$25.00	\$30.00

Senior	\$18.00	\$21.00
Junior	\$10.00	\$12.00
Twilight After 4 p.m.	\$20.00	\$23.00
Wednesday Golf & Cart Special	\$25.00	\$30.00
Sunday Golf & Cart Special	\$25.00	\$30.00
3. 9 HOLE DAILY FEES (Sept 16 – Nov 30)	<u>2015</u>	<u>2015</u>
		<u>May 4th</u>
Regular	\$12.00	\$17.00
Senior	\$12.00	\$15.00
Junior	\$9.00	\$9.00
Twilight After 4 p.m.	\$17.00	\$23.00
Wednesday Golf & Cart Special	\$17.00	\$22.00
Sunday Golf & Cart Special	\$17.00	\$22.00
League Play	\$13.00	\$16.00
4. 18 HOLE DAILY FEES (Sept 16 – Nov 30)	<u>2015</u>	<u>2015</u>
		<u>May 4th</u>
Regular	\$21.00	\$25.00
Senior	\$15.00	\$18.00
Junior	\$10.00	\$10.00
Twilight After 4 p.m.	\$17.00	\$23.00
Wednesday Golf & Cart Special	\$20.00	\$22.00
Sunday Golf & Cart Special	\$20.00	\$22.00
League Play	\$13.00	\$16.00
5. GOLF OUTINGS/PLAYDAYS (April – Oct)	<u>2015</u>	<u>2015</u>
		<u>May 4th</u>
9 Holes w/cart @ 40+ Participants	\$20.00	\$23.00
18 Holes w/cart @ 40+ Participants	\$33.00	\$36.00
9 Holes w/cart @ 40- Participants	\$21.00	\$24.00
18 Holes w/cart @ 40- Participants	\$34.00	\$37.00
6. SEASON GOLF PASS (Prior to March 1)	<u>2015</u>	<u>2015</u>
		<u>May 4th</u>
Single	\$575.00	\$575.00
Senior @ 62+	\$525.00	\$525.00
Family (2)	\$1,040.00	\$1,040.00
Junior (17 & under)	\$215.00	\$215.00
Junior (Sunday Only: Memorial Day – Labor Day)	\$190.00	\$190.00
Limited Play Passes @ 20 Rounds	\$200.00	\$200.00
Twilight after 4 p.m.	\$305.00	\$305.00
7. SEASON GOLF PASS (March 1 & After)	<u>2015</u>	<u>2015</u>
		<u>May 4th</u>
Single	\$595.00	\$700.00
Senior @ 62+	\$545.00	\$650.00
Family (2)	\$1,090.00	\$1,300.00
Junior (17 & under)	\$225.00	\$250.00
Junior (Sunday Only: Memorial Day – Labor Day)	\$195.00	\$200.00
Limited Play Passes @ 20 Rounds	\$200.00	\$250.00
Twilight after 4 p.m.	\$315.00	\$350.00
8. CART PASSES	<u>2015</u>	<u>2015</u>
		<u>May 4th</u>
Single	\$590.00	\$625.00
Couple	\$930.00	\$1,200.00
Limited Senior	\$140.00	\$200.00

9. CART RENTAL	<u>2015</u>	<u>2015</u> <u>May 4th</u>
9 Holes	\$12.00	\$12.00
18 Holes	\$15.00	\$15.00
Hand Carts	\$5.00	\$6.00
Senior before 10 a.m. Weekday 9 Holes	\$10.00	\$11.00
Senior before 10 a.m. Weekday 18 Holes	\$13.00	\$14.00
10. DISCOUNT CARD	<u>2014</u>	<u>2015</u>
Discount card would allow person to be charged 2015 rates/fees prior to May 4 th rate increases.	N/A	\$50.00

Dated at Beloit, Wisconsin this 4th day of May, 2015.

By _____
Charles M. Haynes, Council President

Attest:

Judith A. Elson, Deputy City Clerk

CITY OF БЕЛОIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution authorizing a revision of the 2015 Schedule of Fees, Charges, and Rates for the Krueger Haskell Golf Course in the City of Beloit, Wisconsin.

Date: May 4, 2015

Presenter(s): Brian Ramsey, Director of Parks & Leisure **Department(s):** DPW, Parks & Leisure Division

Overview/Background Information:

Based upon the 2014 Year-End Report for the Golf Course, once again we failed to generate enough revenue to cover expenditures for this facility. In comparison to previous fiscal years, the Golf Course has failed to exceed revenues over expenditures for at least the past 12 years or more, in comparison to FY 2002 – 2014. Furthermore, since 2008, the General Fund has been subsidizing the annual deficit to the Golf Course annually, and to date has surpassed over \$900,000 owed to the General Fund.

A comparable study of rates and fees of other Golf Courses within the regional area has been completed, and the new fee schedule has been designed to be competitive within the changing industry, and hopefully will generate additional income, with the anticipation that participation numbers remain relatively similar to 2014 levels.

Therefore, after review with the City Manager and the Finance Director, staff is recommending an immediate increase in fees in an attempt to generate additional revenue to make the Golf Course self-sustaining within the 2015 FY.

Key Issues (maximum of 5):

- 1.) The Golf Course has been in operations for 88 years, since its inception in 1927, and by 1935, boasted of over 38,000 Rounds of Golf played annually.
- 2.) In 2014, KHGC experienced an 8% decline in the number of rounds played in comparison to the previous year, and over a 20% decline from a five year high in 2010 of 25,462 Rounds played.
- 3.) The National Golf Foundation recognizes that golf is on a decline nationally and play dropped by 25.7 million rounds in 2011, but yet, recreational golf play still contributes over \$75 Billion to the US economy annually.
- 4.) Based upon the 2014 Year-End Report, the Golf Operating Budget was supplemented slightly by less than \$5.00 per round played, and therefore is the basic rate that has been proposed to increase fees by in 2015, depending on the category. Certain categories are slightly less, while others remain unchanged.
- 5.) The rate increase proposal may generate an estimated \$48,500+ in additional revenue; however, reservations are warranted due to following factors:
 - a.) Based upon the minimum expectations in retaining the same level of play as in 2014.
 - b.) These new fees will not reflect the play nor the revenue generated prior to adopting the new fee schedule.
 - c.) Weather conditions generally have a rather high impact on the number of days the course is open and how many rounds of golf are actually played annually.

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, #4, and #5

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 - NA
- Reduce dependence on chemicals and other manufacturing substances that accumulate in nature - NA
- Reduce dependence on activities that harm life sustaining eco-systems - NA
- Meet the hierarchy of present and future human needs fairly and efficiently - YES

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 Parks & Leisure Services Division recommends accepting the resolution and authorizing the new structure to be implemented at the Krueger Haskell Golf Course.

Fiscal Note/Budget Impact:

Increase projected revenue by \$48,528.00

**RESOLUTION APPROVING AMENDMENTS TO THE
CITY OF БЕЛОIT’S HOUSING REHABILITATION REVOLVING LOAN PROGRAM**

WHEREAS, the City of Beloit is committed to revitalizing our existing neighborhoods, and

WHEREAS, it is the desire of the City of Beloit to improve the City’s housing stock; and

WHEREAS, it is the desire of the City of Beloit to decrease the number of vacant, abandoned, and foreclosed properties in neighborhoods, and

WHEREAS, the maximum loan amount and types of loans provided by the Housing Rehabilitation Revolving Loan Program are currently insufficient; and

WHEREAS, it is the desire of the City of Beloit to increase the funds available to encourage more property owners to participate in the City’s Housing Rehabilitation Revolving Loan Program.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Beloit does hereby approve and adopt the amended Housing Rehabilitation Revolving Loan Program guidelines as indicated on Attachment A.

Dated at Beloit, Wisconsin this 4th day of May, 2015

BELOIT CITY COUNCIL

Charles M. Haynes, Council President

ATTEST:

Judith A. Elson, Deputy City Clerk

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Proposed Resolution to make adjustments to the City's Housing Rehabilitation Revolving Loan Program by increasing funds available to borrowers to encourage property owners to rehabilitate vacant, abandoned, and foreclosed homes.

Date: May 4, 2014

Presenter(s): Julie Christensen

Department: Community Development

Overview/Background Information:

The depressed housing market has led to an increase in vacant, abandoned and foreclosed properties in the City of Beloit. These homes often sit vacant for years, result in tax foreclosure, and regularly become deteriorated to the point the property is either condemned or the City purchases the property and it is demolished. These homes oftentimes need extensive rehabilitation to bring the property up to Code and livable condition.

Staff is proposing to add the following incentives to the City's Housing Rehab Loan Program to encourage investors and potential owner-occupants to purchase and rehab these properties, which would make them more marketable and allow reinvestment in the City's neighborhoods.

- An additional \$15,000 in forgivable matching funds for the Construction Loan
- An additional \$15,000 in forgivable funding for owner-occupied properties
- An additional \$5,000 in forgivable funding for each unit downsized when converting from multi-unit to single-family.

Key Issues (maximum of 5):

1. The Housing Rehabilitation Revolving Loan Program is designed to improve the housing stock in the City of Beloit and complement other ongoing neighborhood revitalization efforts.
2. The City of Beloit Housing Rehabilitation Revolving Loan Program consists of four loan programs; Owner Occupied Low Interest and Deferred Payment, Rental Rehabilitation, Distressed Property, and Construction Loans.
3. Currently, the maximum loan amount is \$25,000 for a Construction Loan and \$20,000 for the other loans. Properties that have been vacant, foreclosed, or abandoned oftentimes need repairs that exceed the current lending limits of the program.
4. The City has CDBG and HOME funding available from prior years that can be used towards these programs.

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

This request conforms to Goal 5 of the Strategic Plan: Apply sound, sustainable practices to promote a diverse, high quality community through historic preservation, community revitalization and successful new development.

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

- **Reduce dependence upon fossil fuels**
Creates more energy-efficient housing units which will reduce our dependence on fossil fuels.

- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature**

This activity will remove lead and other hazardous substances from Beloit housing units.

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

N/A

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

This activity will provide safe and healthy housing units.

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:

City Council approval of the recommended changes in the Housing Rehabilitation Loan Program Manual.

Fiscal Note/Budget Impact:

These are CDBG and HOME funds, so this would have no impact on the general fund. There are adequate funds in both programs to accommodate the increased loan amounts for distressed properties.

CONSTRUCTION LOAN PROGRAM

Current Requirements	Proposed Changes
<p>Property Type:</p> <ul style="list-style-type: none"> • Located in the City of Beloit • Single family dwelling • Vacant • Agree to rehab and sell to low-moderate income household as defined by HUD income limits 	<p>Property Type:</p> <ul style="list-style-type: none"> • Can be up to 7 unit residential structure if converting to single family
<p>Maximum Loan Amount:</p> <ul style="list-style-type: none"> • \$25,000 	<p>Maximum Loan Amount</p> <ul style="list-style-type: none"> • Additional \$15,000 <u>matching</u> forgivable loan (\$25,000 repayable portion not considered match.) • Additional conversion match of \$5,000 forgivable loan for each unit downsized. • Max of \$25,000 for conversion portion
<p>Terms:</p> <ul style="list-style-type: none"> • Deferred for up to 6 months during construction period • Payable in full upon sale of property • If property is not sold, after 1 year payments begin • 10 year term 	<p>Terms:</p> <ul style="list-style-type: none"> • Increase to 15 year term
<p>Interest Rate:</p> <ul style="list-style-type: none"> • While Deferred = 0% • If Payments Commence = 4% 	<p>No change</p>
<p>Other Criteria:</p> <ul style="list-style-type: none"> • CLTV must be under one of the following: <ul style="list-style-type: none"> ○ 100% of assessed value ○ 100% of “as-is” appraisal ○ 95% of after-rehab appraisal • May be rented after 1 year if property does not sell (income limits apply) • Must continue to be listed for sale with a licensed real estate company 	<p>No change</p>

HOMEOWNER REHABILITATION LOAN PROGRAM

Current Requirements	Proposed Changes
<p>Property Type:</p> <ul style="list-style-type: none"> • Located in the City of Beloit • Single family dwelling • Occupied as owner’s primary residence 	<p>Property Type: (In addition to current)</p> <ul style="list-style-type: none"> • Can be up to 7 unit residential structure if converting to single family • Can be vacant
<p>Maximum Loan Amount:</p> <ul style="list-style-type: none"> • \$20,000 	<p>Maximum Loan Amount:</p> <ul style="list-style-type: none"> • Additional \$14,999 forgivable loan • Additional conversion match of \$5,000 forgivable loan for each unit downsized. • Max of \$20,000 for conversion portion
<p>Types of Loans:</p> <p>Based on household income level:</p> <ul style="list-style-type: none"> • Deferred - Reviewable • Installment – Max 20 year term • Combination Deferred/Installment 	<p>Types of Loans:</p> <p>If vacant and uninhabitable:</p> <ul style="list-style-type: none"> • Installment portion can be deferred for up to 12 months during construction period • Payments begin once occupied
<p>Interest Rates:</p> <ul style="list-style-type: none"> • While Deferred = 0% • Once Payments Commence = 3% 	<p align="center">No change</p>
<p>Other Criteria:</p> <ul style="list-style-type: none"> • CLTV must be under one of the following: <ul style="list-style-type: none"> ○ 100% for deferred ○ 110% for installment ○ 105% for combination • Can provide an after-rehab appraisal to determine value 	<p align="center">No change</p>

EXAMPLES

Construction Loan EXAMPLE with proposed changes:

Investor purchases duplex to convert to single-family.

- Repayable Loan = \$25,000
- Investor's own funds = \$20,000
- City match = \$15,000 (forgivable)
- Conversion match = \$5,000 (forgivable)

Costs and Investment

- Investor Investment = \$45,000 (plus purchase price)
- City Investment = \$20,000
- Total Rehab = \$65,000

Possible Resale Price = \$60,000 - \$80,000

Homeowner Loan EXAMPLE with proposed changes:

Family purchases upper-lower duplex to convert to single family to occupy as primary residence.

- Repayable Loan = \$20,000
- Forgivable Loan = \$15,000
- Conversion Grant = \$5,000

Costs and Investment

- Homeowner Investment = \$20,000 (plus purchase price)
- City Investment = \$20,000
- Total Rehab = \$40,000

**RESOLUTION APPROVING A FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT
BETWEEN THE CITY OF БЕЛОIT AND THE HO-CHUNK NATION
FOR THE COLLEY ROAD AND WILLOWBROOK ROAD TIGER GRANT PROJECT**

WHEREAS, the City of Beloit approved a Cooperative Agreement with the Ho-Chunk Nation on July 1, 2013; and

WHEREAS, the City of Beloit and the Ho-Chunk Nation are working to jointly apply for a 2015 TIGER Grant from the U.S. Department of Transportation to help fund the needed infrastructure improvements in the proposed casino area; and

WHEREAS, the project shall involve the reconstruction or improvements of Colley Road and Willowbrook Road; and

WHEREAS, the Tribe is willing to increase the original commitment of \$1,900,000 of Tribal Transportation Program funds to the project to \$2,400,000 (\$2,030,000 for construction and \$370,000.00 for engineering, archaeological and environmental clearances and Right of Way) unless additional funds become available and approved by the Ho-Chunk Nation President; and

WHEREAS, it is mutually agreed that both the Ho-Chunk Nation and the City of Beloit will benefit from proposed street improvements made in the Beloit area; and

WHEREAS, it is mutually agreed that this Cooperative Agreement forms the basis for the design, real estate acquisition, utility relocation and capacity expansion of Colley Road and Willowbrook Road for the TIGER Grant Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, does hereby approve the attached First Amendment to Cooperative Agreement Number 05-2013 between the City of Beloit and the Ho-Chunk Nation and that the City Manager of the City of Beloit be, and is hereby, authorized to execute the same, to further execute any other documents to implement the terms and conditions thereof, and to do all other things necessary in order to carry out the purposes of this resolution.

Adopted this 4th day of May, 2015

CITY COUNCIL OF THE CITY OF БЕЛОIT

ATTEST:

Charles M. Haynes, President

Judith A. Elson, Deputy City Clerk

CITY OF БЕLOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: A Resolution approving First Amendment to the Cooperative Agreement between the City of Beloit and the Ho-Chunk Nation for the Colley Road and Willowbrook Road TIGER Grant Project.

Date: May 4, 2015

Presenter: Greg Boysen

Department: Public Works/Engineering

Overview/Background Information:

The City of Beloit and the Ho-Chunk Nation are working to apply for a 2015 Transportation Investment Generating Economic Recovery (TIGER) Grant for the capacity expansion of Colley Road and Willowbrook Road. This agreement provides a mechanism for the Ho-Chunk Nation to participate with the City for the local funding requirements of these improvements through the use of Tribal Transportation Program funds. Colley Road will be improved from Willowbrook Road to Gateway Boulevard to a four lane urban section. Willowbrook Road will be improved to a four lane urban section from Stateline Road to Milwaukee Road.

Key Issues:

1. The agreement amendment provides for the previous \$1,900,000 of Tribal Transportation Program funding for the TIGER Grant project to be increased to \$2,400,000, of which \$370,000 is available for engineering.
 2. The agreement amendment also extends the completion date of the agreement from October 31, 2015 to October 31, 2022.
-

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

Approval of this Agreement would conform with Goal #1's stated purpose of developing a high quality community through the responsible stewardship and enhancement of City resources.

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

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

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

Action required/Recommendation:

The Public Works Department recommends adopting the attached resolution approving the First Amendment to the Cooperative Agreement with the Ho-Chunk Nation for the Colley Road and Willowbrook Road TIGER Grant Project.

Fiscal Note/Budget Impact:

The TIGER Grant local match is to be met from Ho-Chunk contributions which are being increased by \$500,000 through this amended agreement in addition to \$1.5 million of other City funding. The grant would provide \$10 million for the project.

Attachment(s):

First Amendment to the Cooperative Agreement between the City of Beloit and the No-Chunk Nation

FIRST AMENDMENT TO COOPERATIVE AGREEMENT NUMBER: 05-2013

City of Beloit, Wisconsin

Colley Road and Willowbrook Road TIGER Grant Project

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT 05-2013 ("First Amendment") is made effective upon signature by the authorized Parties to this agreement between the HO-CHUNK NATION, a federally recognized Indian Tribe organized under Section 16 of the Indian Reorganization Act (the "Tribe"), and the CITY OF BELOIT, a municipal corporation organized under the laws of the state of Wisconsin (the "City"). The Tribe and City are each a Party and are collectively the Parties.

The Parties entered into that certain Cooperative Agreement 05-2013 in order to apply for and receive a federal TIGER grant in 2014 to pay for a portion of road improvements in the immediate vicinity of property owned by the Tribe. The application was unsuccessful and the Parties did not receive funding through the 2014 TIGER grant program. However, the Parties wish to reapply for a 2015 TIGER grant for the same purposes as described in Cooperative Agreement 05-2013 and therefore wish to amend that Agreement to reflect changes to certain dates and amounts of matching funds in the Agreement.

In consideration for the premises above and the agreements below, the Parties agree as follows:

1. Defined Terms. Any capitalized term used but not defined in this First Amendment shall have the meaning given it in Cooperative Agreement 05-2013.
2. Limit on amount of funds from the Tribe. Page 4, Article III of Cooperative Agreement 05-2013 shall be amended by deleting "1,900,000.00" and replacing it with "2,400,000.00."
3. Limit on amount of funds from the Tribe. Page 4, Article III of Cooperative Agreement 05-2013 shall be amended by deleting "1,530,000.00" and replacing it with "2,030,000.00."
4. Completion of the Cooperative Agreement. Page 4, Article V of Cooperative Agreement 05-2013 shall be amended by deleting "2015" and replacing it with "2022."
5. Funding. Page 5, Article VI of the Cooperative Agreement 05-2013 shall be amended by deleting "1,900,000.00" and replacing it with "2,400,000.00."
6. Full Force and Effect. Except as modified by this First Amendment, Cooperative Agreement 05-2013 and all of its terms and conditions are in full force and effect.
7. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Original signatures sent by facsimile or by electronic mail shall be accepted as originals and shall be binding upon the Parties.

(Signatures on following page)

Date: _____

CITY OF БЕЛОIT

By: _____
Larry N. Arft, City Manager

ATTEST:

By: _____
Jelene J. Ahrens, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Elizabeth A. Krueger, 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: _____
Eric Miller, City Comptroller

Date: _____

HO-CHUNK NATION

By: _____
Jon Greendeer, President

(print name)

Its _____
(print title)

**RESOLUTION SUPPORTING THE CITY OF БЕЛОIT’S
“GATEWAYS TO OPPORTUNITY” TIGER 2015 GRANT APPLICATION**

WHEREAS, the Ho-Chunk Nation and the City of Beloit are working together on a large scale economic development project on 73.5 acres in the City of Beloit, WI; and

WHEREAS, the proposed development will include several labor intensive businesses, including a casino, a hotel, a conference center, an entertainment venue, and retail stores; and

WHEREAS, the proposed development will generate an estimated 1,500 to 2,000 jobs, with additional jobs coming from other developments expected to arise in proximity to the Ho-Chunk Nation core development; and

WHEREAS, the City of Beloit is an Economically Distressed Area with long-term unemployment at an elevated level well above the national and state averages; and

WHEREAS, the City of Beloit and the Ho-Chunk Nation and other partners are working together to create opportunity and a sustainable revenue stream to enable prosperity for residents of the City of Beloit and surrounding area, and members of the Ho-Chunk Nation; and

WHEREAS, extensive transportation infrastructure improvements on streets and roadways adjacent to the development are needed to provide sustainable, multimodal access to the development area, creating ladders of opportunity for area residents; and

WHEREAS, the City of Beloit desires to make the Transportation Investment Generating Economic Recovery (TIGER) Grant application as competitive as possible by contributing to a proposed local match, which is greater than the minimum 20% requirement.

NOW, THEREFORE, BE IT RESOLVED that the City of Beloit City Council does hereby support the City of Beloit’s “Gateways to Opportunity” TIGER 2015 grant application for infrastructure improvements to provide access for workers and visitors and enable the success of the planned economic development project.

BE IT FURTHER RESOLVED that the City of Beloit City Council does hereby authorize the City Manager to submit an application or any other necessary documents for a TIGER 2015 Grant to the U.S. Department of Transportation, which includes a \$1.5 million commitment of local city capital funds.

Adopted this 4th day of May, 2015

CITY COUNCIL OF THE CITY OF БЕЛОIT

ATTEST:

Charles M. Haynes, President

Judith A. Elson, Deputy City Clerk

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution supporting the proposed infrastructure improvements in the City of Beloit related to the Ho-Chunk Nation's planned economic development project and the submittal of a TIGER 2015 Beloit Gateways to Opportunity Grant Application.

Date: May 4, 2015

Presenter: Greg Boysen

Department: Public Works/Engineering

Overview/Background Information:

The City and the Ho-Chunk Nation are in the process of submitting a Transportation Investment Generating Economic Recovery (TIGER) 2015 Grant for the infrastructure improvements related to the casino development

Key Issues:

1. The Ho-Chunk Nation's planned economic development project includes a casino, hotel, conference center, retail center and additional future development.
2. The proposed development is estimated to generate 1500-2000 jobs with additional jobs coming from other developments expected to arise near the Ho-Chunk Nation's core development.
3. TIGER grant funding is highly competitive with only about 5% of projects awarded funding over the years. Among other things, the application puts an emphasis on projects that are multi-modal and multi-jurisdictional. Grant administration staff have also indicated that applications which propose larger local shares receive more positive consideration
4. The minimum amount of a project request in an urban area is \$12.5 million dollars. The project funding is 80/20 meaning that a minimum of 20% of the funding is provided locally. For this project, the local portion would be provided by the City of Beloit and the Ho-Chunk Nation.
5. Currently, the grant is seeking funding for work related to the addition of a fourth lane on Willowbrook Road, the reconstruction and possible re-alignment of Colley Road, enhancements along Milwaukee Road, upgrades to various intersections along these roadways and any other qualified additional infrastructure work related to this project.
6. The application deadline is June 5, 2015.

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

Approval of this Agreement would conform with Goal #1's stated purpose of developing a high quality community through the responsible stewardship and enhancement of City resources.

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

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

The grant application is for infrastructure improvements along roads leading to the Ho-Chunk Nation's planned economic development project. These improvements are needed to meet the future needs of the traveling public.

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

Action required/Recommendation:

Approval of the resolution in support of the Ho-Chunk Nation's application for a TIGER grant, which notes a City local capital funding share commitment of \$1.5 million is recommended.

Fiscal Note/Budget Impact:

The recommended resolution would create a City commitment of \$1.5 million, if the TIGER Grant is awarded. City funding would be required as construction stages are scheduled between 2016 and the grant expenditure deadline of September 30, 2022.

Attachments:

Resolution Supporting and Authorizing the City of Beloit's 2015 Tiger Grant Application

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF БЕLOIT AND MERCY HEALTH SYSTEM CORPORATION
REGARDING ITS DESIGNATION AS THE MEDICAL CONTROL HOSPITAL
FOR THE CITY OF БЕLOIT'S BASIC AND ADVANCED LIFE SUPPORT SERVICES PROGRAM**

WHEREAS, the City of Beloit provides basic and advanced life support emergency medical services; and

WHEREAS, the State of Wisconsin requires the City of Beloit to have medical direction for its basic and advanced life support emergency medical services program; and

WHEREAS, Mercy Health Systems Corporation has found it to be a core mission to provide emergency medical services medical control; and

WHEREAS, the City of Beloit has utilized Mercy Health Care System Corporation as the source for its Medical Control Hospital since March 1, 2013; and

WHEREAS, the City of Beloit and Mercy Health Care System Corporation mutually desire to formalize this relationship in a Memorandum of Understanding; and

WHEREAS, the City of Beloit and Mercy Health Care System Corporation have mutually negotiated the terms of the Memorandum of Understanding; and

WHEREAS, the City of Beloit and Mercy Health Care System Corporation find these terms acceptable; and

WHEREAS, this relationship is essential to the continued provision of emergency medical services in the City of Beloit; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, does hereby approve the attached Memorandum of Understanding between the City of Beloit and Mercy Health System Corporation.

BE IT FURTHER RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute the same, to further execute any other documents to implement the terms and conditions thereof, and to do all other things necessary in order to carry out the purposes of this resolution.

Dated at Beloit, Wisconsin this 4th day of May 2015.

CITY COUNCIL OF THE CITY OF БЕLOIT

ATTEST:

Charles M. Haynes, President

Judith A. Elson, Deputy City Clerk

CITY OF BELOIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution Approving a Memorandum of Understanding Between the City of Beloit and Mercy Health System Corporation regarding its designation as the medical control hospital for the City of Beloit's basic and advanced life support services program

Date: May 4, 2015

Presenter: Chief Brad Liggett

Department: Fire Department

Overview/Background Information:

The City of Beloit Fire Department has provided Basic Emergency Medical Services to the citizens since 1954. We have been a Paramedic Service provider since 1974. In 2013, the City of Beloit developed a relationship with Mercy Health System Corporation for the provision of Medical Control to take the Beloit Paramedic Program to the next step. Since the initiation of this synergistic relationship the department has enjoyed the addition of a cadre of five fellowship trained physicians, utilization of an advanced hi-fidelity simulation laboratory, advancement in cardiac and trauma care, expanded utilization of field implemented technology for efficient patient care, advanced impact study on firefighter stress induced by varying alarm notification systems, mobile physician medical control emergency response vehicle, and a county wide adoption of science based uniform medical scope of practice protocols. Both the City of Beloit Fire Department and Mercy Health Care Systems Corporation would like to formalize this relationship with a memorandum of understanding.

The terms of this agreement define lines of authority and supervision of the all emergency medical services personnel, responsibilities for Mercy to provide training, oversight, quality assurance, facilities, clinical training environment, and physician selection input. The City responsibilities include maintenance of the fleet and EMS equipment, allow access to personnel for general instruction and review, and continued provision for the administration, dispatch, response of an advanced life support emergency medical services program.

Key Issues:

1. The state requires our emergency medical services program to have a physician medical director.
2. We have an established relationship with Mercy Health Care System Corporation.
3. Our paramedic students attend Mercy Paramedic School.
4. This service is provided at no cost to the City of Beloit.
5. Medical Control physicians are available to us by radio 24/7.
6. This agreement has been reviewed and approved by the City Attorney and Lead Counsel from Mercy Health System.

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

Approval of this Agreement would conform with Goal #1's stated purpose of developing a high quality community through the responsible stewardship and enhancement of City resources and with Goal #3's stated purpose of proactively partnering with individuals and businesses to promote a safe and healthy community, minimize personal injury, prevent loss of life and protect property and natural resources.

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

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

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

Action required/Recommendation:

Recommendation to Council to approve resolution approving the Memorandum of Understanding.

Fiscal Note/Budget Impact:

There is no fiscal impact to the City. This service is provided at no charge to all EMS services in the Rock and Walworth Counties.

Attachments:

Memorandum of Understanding and Resolution

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF БЕЛОIT AND MERCY HEALTH SYSTEM CORPORATION
REGARDING ITS DESIGNATION AS A MEDICAL CONTROL HOSPITAL FOR THE
CITY OF БЕЛОIT'S BASIC AND ADVANCED LIFE SUPPORT SERVICES PROGRAM**

THIS AGREEMENT is made this 23rd day of March, 2015, between Mercy Health System Corporation, owning and operating Mercy Hospital and Trauma Center under the laws of the State of Wisconsin (hereinafter referred to as "Hospital"), and the City of Beloit, the provider of basic and advanced life support services and ambulance transportation services through its Fire Department which is duly licensed and authorized under the laws of the State of Wisconsin to provide those services in the City of Beloit and Rock County (hereinafter referred to as "City").

WHEREAS, Hospital has concluded that the emergency health care needs of the population of Rock County, Wisconsin can be better served by the establishment and operation of a modern pre-hospital care program, including both basic and advanced life support services; and

WHEREAS, Hospital has acknowledged national trends and developments in emergency medical care and has thus concluded that the said program of basic and advanced life support services should be conceptualized, developed and operated as an outreach function of the Hospital; and

WHEREAS, Hospital presently lacks the capacity and resources to employ and provide personnel and vehicles and equipment for delivery of the said life support services to the population of Rock County, Wisconsin; and

WHEREAS, the City presently employs and provides the necessary personnel, vehicles and equipment for the delivery of the said life support services to the population of the City of Beloit and Rock County, Wisconsin.

NOW, THEREFORE, for and in consideration of the foregoing promises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Hospital (hereinafter referred to collectively as "Parties") do hereby covenant and agree as follows:

1. Hospital agrees to designate a licensed physician who is experienced and competent in emergency medicine and is fellowship-trained in Emergency Medical Services "EMS" medical direction, for the primary purpose of serving as "Director of Prehospital Services" and "Program Medical Director" in the outreach program of basic and advanced life support services embraced by this Agreement.

2. If the Program Medical Director position becomes vacant, Hospital agrees to allow a representative from the City to participate in the selection and interview process of the Program Medical Director.

3. Hospital agrees to provide a Program Medical Director with sufficient authority to monitor and cause to be maintained reasonable minimum levels of patient care competence and skill among medical, nursing and allied health care staff employees of the Emergency Department of the Hospital.

4. Hospital agrees to be designated and referred to as the "Medical Control Hospital" as defined by DHS 110, Wis. Admin. Code, for purposes of being identified as the local facility with primary responsibility for medical control and quality assurance with respect to all basic and advanced life support services provided under its auspices.

5. Hospital agrees to provide adequate structural and facility resources to allow for classroom and/or clinical training of Beloit Paramedics and support personnel employed by the City.

6. Hospital agrees that both administrative and medical staffs will support and participate in the training and continuing education of Beloit Paramedics and support personnel employed by the City.

7. Hospital agrees that a responsible and qualified person will be assigned as "EMS Coordinator" for purposes of coordinating elements of the Beloit Paramedics advanced life support training program, including appropriate contact with other hospitals and health care facilities which will receive and admit patients who have been managed by advanced life support personnel in radio or telephone contact with Hospital.

8. Hospital agrees that it will cooperate in the development and implementation of an appropriate continuing education program for all Beloit Paramedics and support personnel employed by the City with the goal of improving personnel skills and preventing skill decay.

9. Hospital agrees to provide supervised clinical experience in the training and continuing education of all Beloit Paramedics and support personnel employed by the City, including access to patients. This shall include access to the operating rooms to obtain training and experience in live intubations under control of on-duty anesthesiologist. Hospital will use its best efforts with appropriate patient consent, to include access.

10. Hospital agrees to provide adequate and suitable space for any radio communications, recording and biomedical telemetry equipment needed for monitoring and/or supervision of Beloit Paramedics and support personnel employed by City operating within the outreach program of basic and the advanced life support services embraced by this Agreement.

11. Hospital agrees to provide the City with medications, solution supplies and/or equipment used in any medical emergency where the patient(s) are transported to Hospital's facility. Reimbursement for the said supplies shall be at the rate of the cost of the materials to the Hospital. Reimbursement may be waived by agreement between the City and Hospital.

12. Hospital agrees to take such measures and establish such policies and controls as

to assure that all requests for radio or telephone medical guidance, assistance, advice or command by Beloit Paramedics and support personnel employed by City are handled by a qualified medical control physician approved and designated by the Program Medical Director.

13. Hospital agrees to provide an adequate program of orientation for all employees of Hospital to encourage cooperation with the above-referenced program.

14. Hospital agrees that the Director of Prehospital Services or Program Medical Director will schedule and provide for periodic, but regular audit, review and critique of cases handled by Beloit Paramedics. Said review shall include participation by Beloit Paramedics, emergency nursing personnel, and emergency physicians for the primary purpose of improving operations.

15. Hospital agrees that it will assist the City with a quality outcome improvement program for auditing written records from Beloit Paramedics for purposes or continuing evaluation of performances and individual and collective patient outcomes and other relevant operations.

16. Hospital agrees that during all periods when patients are being treated or otherwise managed in a remote setting by Beloit Paramedics in radio or phone contact with Hospital, Beloit Paramedics shall be considered agents of Hospital, regardless of any other employer-employee relationships.

17. Hospital and City shall maintain their own separate policies of professional liability insurance, and neither shall be required to consider or list the other as an "additional insured" on such policies. Each party hereby agrees to defend and hold the other party, their officers, agents and employees harmless from any liability for any claims, including reasonable attorney's fees, arising out of its acts or omissions or the acts or omissions of its officers, agents and employees.

18. Hospital agrees that in its supervisory role over the Beloit Paramedics engaged in remote emergency care and transportation, it will issue transportation instructions and hospital assignments based entirely on objective analysis of patient needs and facility capability and proximity, and that no effort will be made to obtain institutional or commercial advantage through use of such transportation instructions and Hospital assignments.

19. City agrees to utilize its communications and dispatching facilities and personnel for the purpose of accepting calls from the public for emergency medical services and transportation.

20. City agrees to provide and maintain, in safe and reliable condition, a fleet of advanced life support/ambulance vehicles for response to calls for assistance from members of the public and for delivery of needed emergency medical services and transportation within the concept and intent of this Agreement.

21. City agrees to employ and/or maintain an adequate number, as reasonably determined by the City, of trainable and reliable paramedics to serve as advanced support personnel in the outreach program of basic and advanced support services embraced by this Agreement.

22. City agrees to allow Hospital to supervise and direct the activities of the Beloit Paramedics during assigned working hours for purposes of training, continuing education, reporting medical review and audit, and provision of advanced life support services while in radio or telephone contact with designated medical control physicians at Hospital.

23. City agrees that all medical judgments relevant to the program embraced by this Agreement shall be within the province of the Program Medical Director or his/her designated representative. As defined in DHS 110.49 Wis. Admin. Code, "Medical Director Roles and Responsibilities" the Medical Director is given well-defined authority to carry out disciplinary action in the event of a breach of the standard of care. The Medical Director has the right to reprimand, revoke or suspend medical control to the City or individual EMT-Paramedic based on a violation of rules, policies, or procedures of the Medical Director or the Hospital. Any such actions must immediately be reported to the Department of Health and Family Services-Emergency Medical Services Section for review and determination if a violation of state statute or administrative code has occurred and if further action is necessary. The Medical Director shall consider all due process rights of the individuals before taking any disciplinary action. The Medical Director will design remediation for any EMT-Paramedic as necessary and determine when remediation has been completed.

24. City agrees to provide the Director of Prehospital Services or Program Medical Director with adequate and appropriate access to Beloit Paramedics in their working environment for purposes of performance evaluation and training.

25. City agrees to provide adequate and appropriate opportunity for medical and nursing staff employed by Hospital, under the direction of Director of Prehospital Services or Program Medical Director, to accompany the Beloit Paramedics on emergency incidents for purposes of training and orientation.

26. Each party hereby represents and warrants that it is not and at no time has been excluded from participation in any federally funded health care programs including, but not limited to, Medicare and Medicaid. This representation includes to the best of the party's knowledge all employees or agents of the party involved in the provision of the services under this Agreement (hereafter, referred to as "Servicing Employees"). Each party hereby agrees to immediately notify the other if it or any of its Servicing Employees are threatened or excluded from any federally funded health care program including, but not limited to, Medicare and Medicaid. In the event that a party is excluded from participation in any federally funded health care program during the term of the Agreement, the other party may terminate the Agreement as of the effective date of such exclusion and shall be relieved of any of its obligations under the Agreement subsequent to the effective date of termination. In the event that any of the party's Servicing Employees are excluded from participation in any federally funded health care program during the term of the Agreement, the party shall

immediately remove such employee from providing any services in connection with this Agreement and shall notify the other party in writing, stating the information known by the party regarding the basis for the exclusion and the steps taken to remove the excluded Servicing Employee from providing any services in connection with this Agreement. If the party cannot or will not remove such Servicing Employee from providing any services in connection with this Agreement, the other party shall have the option to terminate the Agreement as of the effective date of such exclusion and shall be relieved of any of its obligations under the Agreement subsequent to the effective date of termination.

27. Each party shall provide, in accordance with applicable law, access to its books and records to the extent necessary for duly-authorized representatives of the Comptroller General of the United States, the Secretary of the United States Department of Health and Human Services or the Wisconsin Department of Public Health to evaluate the nature and extent of costs of Medicare and Medicaid reimbursable services. Such access shall be allowed for a period of five (5) years after such Medicare and Medicaid reimbursable services are furnished. If either party carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain an access to records clause similar to the clause herein. This Section shall be of no force or effect if not required by law.

28. It is the policy of Hospital to provide health care services in a manner that complies with applicable federal and state laws and that meets the high standards of business and professional ethics. To further this policy, and to comply with Section 6032 of the Deficit Reduction Act of 2005, Hospital has adopted the following policy entitled: "False Claims Liability, Anti-Retaliation Protections, and Detecting and Responding to Fraud, Waste and Abuse Education," a copy of which is available from Hospital upon City's request.

29. The Parties to this agreement agree to promptly inform each other of any and all grievances, or complaints from patients or employees of either agency, with respect to any of the services performed in connection with this Agreement.

30. The Parties agree that this Agreement may not be terminated except by written notification to the other party at least 30 days' prior to the date of such termination.

[Signature page to follow]

CITY OF БЕЛОIT

MERCY HEALTH SYSTEMS CORPORATION

By: _____
Larry N. Arft, City Manager

By: Sue Ripsch
Sue Ripsch, Vice President
Print Name and Title

ATTEST:

By: _____
Rebecca Houseman LeMire, City Clerk

APPROVED AS TO FORM:

By: _____
Elizabeth A. Krueger, 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: _____
Eric Miller, City Comptroller

STATE OF WISCONSIN)
)SS
COUNTY OF ROCK)

Personally appeared before me this _____ day of _____, 2015 the above-named Larry N. Arft, City Manager and Rebecca Houseman LeMire, City Clerk, to me known to be such City Manager and Clerk of the City of Beloit, and to me known to be the persons who executed the foregoing agreement as such officers of said entity, by its authority.

Elizabeth A. Krueger
Notary Public, Rock County, Wisconsin
My commission is permanent.

STATE OF Wisconsin)
)SS
COUNTY OF Rock)

Personally came before me this 23rd day of March, 2015, the above-named Sue Ripsch, to me known to be such Vice President of Mercy Health Systems Corporation and to me known to be the person who executed the foregoing agreement as such officer of said entity, by its authority.

Kathleen J. Keller
Kathleen J. Keller
Notary Public, Rock County
My Commission expires: September 26, 2017

**RESOLUTION AUTHORIZING AN OPERATING AGREEMENT
BETWEEN THE CITY OF БЕЛОIT AND
THE FRIENDS OF THE WELTY ENVIRONMENTAL CENTER, INC.
FOR OFFICE SPACE AT BIG HILL CENTER, 1201 BIG HILL COURT, БЕЛОIT, WISCONSIN**

WHEREAS, the City of Beloit and the local Girl Scout Council have negotiated an agreement that will facilitate the City's purchase of the current Girl Scout Center located at Big Hill Park in the City of Beloit; and

WHEREAS, closing on the Girl Scout Facility, to be renamed "Big Hill Center" is scheduled for June 2015; and

WHEREAS, the Friends of the Welty Environmental Center, Inc. have approached the City and asked if they could replace their inadequate and aging facility by occupying a portion of the space in the Big Hill Center; and

WHEREAS, the Center has a large programming room that was specifically designed to be a Nature Center, plus appropriately located office and storage space on that same level, which would produce more than adequate space for Welty Environmental Center to conduct their research and educational programs, as well as be able to house office staff and provide adequate storage for their materials and collections; and

WHEREAS, the City is highly desirous of having Welty Environmental Center in residence in the Big Hill Center; and

WHEREAS, an Operating Agreement has been negotiated with Friends of the Welty Environmental Center, Inc. which provides for monthly rental income, in addition to reception and various related staff support services to assist the City in operating the Big Hill Center; and

WHEREAS, the City Council deems it to be in the best interest of the City and the welfare of its residents to locate the Welty Environmental Center in this City facility and to encourage continuing educational programs offered by Welty, as well as enhancing joint programming opportunities between the City and Welty.

NOW, THEREFORE, BE IT RESOLVED, that the attached Operating Agreement between the City of Beloit and the Friends of the Welty Environmental Center, Inc. related to occupancy of space in the Big Hill Center, is hereby approved and the City Manager of the City of Beloit be, and is hereby, authorized to execute the agreement and to further execute any other documents to implement the terms and conditions thereof, and to do other things as necessary in order to carry out the purposes of this resolution.

Adopted this 4th day of May, 2015

CITY COUNCIL OF THE CITY OF БЕЛОIT

Attest:

Charles M. Hayes, City Council President

Judith A. Elson, Deputy City Clerk

CITY OF БЕЛОIT



REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Operating Agreement with Friends of the Welty Environmental Center, Inc. for use of office space at Big Hill Center, 1201 Big Hill Court

Date: May 4, 2015

Presenter: Larry N. Arft / Elizabeth A. Krueger

Department: City Manager / City Attorney

Overview/Background Information:

Late last year, the City entered into an Agreement with the local Girl Scout Council to purchase the Girl Scout Center building located in Big Hill Park. The City anticipates closing on this real estate transaction sometime in June 2015 and will be renaming the building "Big Hill Center" and repurposing this space for general community recreation purposes. Soon after the Purchase Agreement was announced, the City was approached by representatives of the Welty Environmental Center to discuss the possibility of domiciling that organization, including office and storage space, inside the new Big Hill Center. A large room on the second floor was specifically designed for the purpose of housing a nature center, and existing offices and storage rooms plus common areas also on that floor would be ideal for this purpose. Further, the City does not have the financial ability to employ staff for this facility and the Operating Agreement with Welty provides that part of the compensation for use of the space would be to provide onsite staffing, along with receptionist and some light staff support services.

Key Issues:

1. The property includes adequate space to house the current Welty Environmental Center, which was housed in an old residential structure in Rock County's Beckman Mill Park. Welty has indicated a desire to obtain a better facility for programming and County would like to remove the aging residential structure to facilitate various infrastructure improvements in and near the park site.
2. As shown in the Agreement attachments, adequate space is available within the Big Hill Center to accommodate Welty's operations. Further, a large room on the second level was specifically designed to serve as a nature center. Existing office and storage spaces would also be ideal for Welty's operation. Conveniently located access ways, public restrooms and the elevator would also be available for Welty's regular use. The Agreement also refers to ongoing use of the outdoor park facilities, including hiking paths and a soon to be constructed bike/pedestrian path, which will traverse much of the park. Also, Welty will be able to schedule and utilize other rooms within the facility on a program specific basis by going through the normal application process followed by other service delivery organizations.
3. Welty's presence also provides staffing in the building many hours through the week, and Welty will be providing reception and light staffing services for the facility as noted in the Agreement.
4. Welty's presence also provides for enhanced shared service delivery between the City's Parks and Leisure Services Division and Welty Environmental Center. Summer programming envisioned for the facility will certainly be enhanced by the immediate presence of Welty. Winterfest and other special event opportunities which can focus activities in both the Big Hill Park and Center also will be enhanced by the shared service delivery of both Welty and Parks and Leisure Services.
5. Lease terms have been made realistic and convenient to facilitate Welty's budget; however, the agency will be paying \$4,800 annually as their initial rental fee for use of the facility. The fee increases in 2018 to \$5,400 annually; and in July 2021, assuming the operational agreement is renewed, the rent will increase to \$6,000 annually. Considering the budget capacity of Welty, as well as the other staffing and facility management services the agency will provide; staff views this as a fair and reasonable rental amount for the dedicated space to be used by Welty.
6. The City Attorney has reviewed and approved as to form, as well as the Welty Environmental Center, the remaining provisions of the Agreement, which provide for typical issues such as indemnification and insurance availability, as well as the normal City contract provisions that are routinely included in agreements of this nature.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): Approval of this Agreement would conform with Goal #1's stated purpose of developing a high quality community through the responsible stewardship and enhancement of City resources.

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

- **Reduce dependence upon fossil fuels** – Certainly one of the goals of the Welty Environmental Center, as well as the City, is to minimize dependence on fossil fuels. The proximity of the Environmental Center to the Big Hill Park facility will certainly minimize travel on the part of staff of both organizations, and may have some positive educational impact on community use related to environmental sustainability.
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – N/A
- **Reduce dependence on activities that harm life sustaining eco-systems** – Obviously the primary focus of what the Welty Environmental Center does is to educate, primarily young people, about sustainability and the importance of the eco-systems

in our modern world. Relocation of the facility to the much larger Big Hill Park with all of the bio-diversity found at that location will certainly help the agency to further achieve its goals and objectives.

- **Meet the hierarchy of present and future human needs fairly and efficiently** – Once again, the Welty's presence on the facility will certainly improve educational opportunities for Beloit area residents. Shared programming between Parks and Leisure Services and Welty will certainly enhance educational opportunities for community use, again related to all aspects of nature, as well as good environmental stewardship.

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

Action required/Recommendation:

Staff recommendation is to approve the Operational Agreement to facilitate the relocation of Welty Environmental Center to the Big Hill Center under the terms and conditions that have been negotiated by staff and representatives of the agency.

Fiscal Note/Budget Impact:

The City has already established a budget providing Capital Funds for various maintenance needs and improvements that will be required to the Big Hill Center. Work will begin shortly on various maintenance items that need to be completed this year. The City has also established an operating budget which envisions approximately one-half of the annual operating cost of the facility coming from various user fees. At the time, discussions with Welty had not yet begun, so the \$4,800 in annual income was not included in that projection. Also, it is unlikely that we will see many private rentals this year because of the late closing date and the need for some interior remodeling to facilitate significant use by the public. Consequently, this revenue stream, which will be approximately \$2,400 for this calendar year will be significant to the City's ability to make the Big Hill Center reasonably self-sustaining.

Attachments: Proposed Operating Agreement, with attachments.

**OPERATING AGREEMENT
BETWEEN THE CITY OF БЕЛОIT AND
FRIENDS OF WELTY ENVIRONMENTAL CENTER, INC.
FOR OFFICE SPACE AT BIG HILL CENTER
1201 BIG HILL COURT, БЕЛОIT, WISCONSIN**

IT IS HEREBY AGREED this _____ day of _____, 20___, by and between the **CITY OF БЕЛОIT**, a Wisconsin municipal corporation, with its principal offices at 100 State Street in the City of Beloit, Rock County, Wisconsin, (hereinafter referred to as the "City") and **FRIENDS OF WELTY ENVIRONMENTAL CENTER, INC** a Wisconsin non-stock corporation with its principal address located at 8606 W. County Road H, Beloit, Rock County, Wisconsin, (hereinafter referred to as "Welty Center"), as follows:

- 1. NATURE OF CONTRACT.** It is expressly understood and agreed that this contract is not a lease or a conveyance of real estate, but merely a granting of the right to conduct certain activities and provide certain services for the benefit and cultural enrichment of the public.

- 2. USE OF PROPERTY/PREMISES.** The City hereby grants the Welty Center the use of certain areas of Big Hill Center located on the property commonly known as 1201 Big Hill Court, in the City of Beloit, Rock County, Wisconsin further delineated as Areas A, B, C and D (hereinafter referred to as "Premises"), on Exhibit A which is attached hereto and incorporated herein by reference. Access to non-common areas may be granted at the discretion of the Director of Parks and Leisure Services, or his/her designee.

The City also grants to Welty Center the non-exclusive use of the public parking lots and recreation areas in Big Hill Park, as well as the common areas of Big Hill Center, including hallways, reception areas, and restrooms. Use of other areas of Big Hill Center shall be subject to the same terms and conditions as other persons wanting to utilize city facilities.

- 3. TERM.** The term of this Agreement shall be five (5) years, commencing on the date that Welty Center begins to occupy the premises described in Exhibit A. The parties anticipate that Welty Center will begin to occupy the premises on or about July 1, 2015. Welty Center shall have an option to renew this Agreement for one (1) additional five-year term beginning on July 1, 2020. Welty Center shall have an option to renew this Agreement for additional five-year terms beginning on July 1, 2025 upon such terms and

conditions as the City shall determine as fair and equitable. Welty Center’s option to extend this contract is conditioned upon the following:

- (a) That Welty Center give the City notice of its intent to exercise its option to extend this contract not more than 150 days nor less than 90 days prior to the expiration of the initial or subsequent term.
- (b) That Welty Center not be in default on any of the obligations imposed upon it by the terms of this Agreement.

4. FEES. Welty Center shall pay the City an annual fee pursuant to the following schedule. The fee shall be payable in twelve equal installments with first payment shall be made on or before July 1, 2015 and subsequent payments shall be due on or before the first day of each month thereafter. The fee shall be made payable to the City Treasurer of Beloit, 100 State Street, Beloit, Wisconsin 53511.

<u>Term</u>	<u>Annual Fee</u>	<u>Monthly Installment</u>
July 1, 2015 through June 30, 2016	\$4,800	\$400
July 1, 2016 through June 30, 2017	\$4,800	\$400
July 1, 2017 through June 30, 2018	\$4,800	\$400
July 1, 2018 through June 30, 2019	\$5,400	\$450
July 1, 2019 through June 30, 2020	\$5,400	\$450
		<u>Monthly Installment</u>
<u>Renewal Term (if exercised)</u>	<u>Annual Fee</u>	<u>Installment</u>
July 1, 2020 through June 30, 2021	\$5,400	\$450
July 1, 2021 through June 30, 2022	\$6,000	\$500
July 1, 2022 through June 30, 2023	\$6,000	\$500
July 1, 2023 through June 30, 2024	\$6,000	\$500
July 1, 2024 through June 30, 2025	\$6,000	\$500

5. MODIFICATIONS OF CITY FACILITIES. Welty Center shall make no improvements or alterations to the premises without the written review and consent of the City. All improvements and alterations to the premises shall remain the property of the City, unless otherwise agreed by the parties in writing.

6. **PERMITTED USES.** The Premises shall be used only for an indoor nature center to include displays, storage and work space, special events and training, public education and general office use, including meetings of the organization. Further, the Welty Center has agreed to provide general reception services for the building and will provide limited public information and assistance in collaboration with the city's Parks and Leisure Services Division.

The Welty Center will also have access to Big Hill Park and will provide outdoor programming, research, educational and other related programs using the Park. Scheduling for such use shall be done in coordination with the Parks and Leisure Service's Division. The Welty Center shall request permits for use of city facilities (picnic or other structures) under the same terms and conditions as other persons wishing to use city facilities.

7. **PROHIBITED USES.** Welty Center will not permit the Premises to be used for any unlawful purpose or for any purpose that will in any way affect the validity of any policy of insurance. Welty Center shall abide by all federal, state and local regulations.
8. **CHANGE IN USE.** Welty Center shall not change its use of the Premises without the prior written consent of the City.
9. **LICENSES, PERMITS AND TAXES.** Welty Center, its contractors and agents, shall obtain all licenses and permits necessary for any activity conducted on the premises, if required. Welty Center shall promptly pay and discharge when the same becomes due and payable all personal property, sales and use taxes levied against Welty Center, its contractors and agents. In no event shall Welty Center, its contractors or agents, permit any tax liens to be placed against the premises described in Exhibit A.
10. **MAINTENANCE AND REPAIRS.**

(a) **City Responsibilities**

- (1) Major Repairs: The City shall assume responsibility for all major repairs to the Premises. Major repairs are structural repairs, including but not limited to, categories as: the building floors, walls, and roof, and the exterior plumbing, electrical, sewer, heating, and air conditioning systems.
- (2) Minor Repairs: The City shall be responsible for minor repairs, other than

those described in paragraph (b) below. Examples of minor repairs include, but are not limited to, repairs to electrical fixtures and appliances owned by the City.

- (3) Snow Removal/Lawn Care. The City shall be responsible for snow removal and lawn care. The City requests cooperation with the Welty Center to remove snow from the main entrance/sidewalk immediately after a snow/ice event if access to the building is needed before the City can clear the area due to city-wide snow removal operations.
- (4) Any major or minor repairs that are necessitated as a result of either the negligence or actions or inactions of Welty Center, its employees, agents, or invitees shall be the responsibility of Welty Center.

(b) **Welty Center Responsibilities**

- (1) Report of Complaints. Welty Center shall immediately notify the City's Director of Parks and Leisure Services, or his/her designee, of any problems or complaints regarding the Premises, including the common areas of Big Hill Center.
- (2) Light Maintenance and Housekeeping. Welty Center shall be responsible for light maintenance and housekeeping of the Premises and Big Hill Center's common areas. Maintenance includes daily janitorial service for the common areas, including all interior facilities of the building and exterior entrances of the building. The City shall provide all necessary cleaning supplies and equipment for these services, as well as providing paper products for the restrooms.

11. UTILITIES. The City shall pay for all utilities serving Big Hill Center except for telephone, fax, and internet/cable services which shall be the sole responsibility and expense of the Welty Center. The City will provide usernames and/or passwords to the Welty Center for access to a wireless network, if available. All utility expenses shall be paid at the time they are due and payable.

12. CITY RESPONSIBILITIES. The City agrees to the following:

- (a) Provide janitorial services following use of designated rental spaces by third parties, including those common areas utilized in the course of such use by third parties.

- (b) Annually clean the interior windows and elevated ceiling areas within the common areas.
- (c) Replace any lighting within the common areas as well as exterior lighting for Big Hill Center.
- (d) Install security cameras and an emergency services button in the reception area.
- (e) Provide access codes to the security monitoring system at Big Hill Center.
- (f) Install signage as follows:
 - (1) One sign installed near the intersection of County Highway D and Big Hill Road in the current style used for park identification signs.
 - (2) One sign installed at the entrance to Big Hill Park (on Big Hill Road) in the current style used for park identification signs.
 - (3) One monument (or similar) sign in front of Big Hill Center to include a sign plate with the name "Welty Environmental Center" prominently displayed. Welty Center shall reimburse the cost of the added sign plate in an amount not to exceed one thousand dollars (\$1,000).

13. WELTY CENTER RESPONSIBILITIES. Welty Center agrees to the following:

- (a) Provide and display a sign at the entrance of the Big Hill Center that denotes the hours of operation and whether the building is open or closed to the general public.
- (b) Provide Big Hill Center with general reception services for a minimum 20 hours per week.
- (c) Provide general information regarding the City of Beloit Parks and Leisure Services, including rental and programming information for Big Hill Center.
- (d) Provide tours of Big Hill Center to prospective users of the facility.
- (e) Direct rental reservation inquiries about Big Hill Center to the Parks and Leisure Services Division.

14. SIGNAGE. The Welty Center shall not erect or display, or permit to be erected or displayed, on the Premises, any permanent sign or advertising matter of any kind without first obtaining the written consent of the City and only if the sign complies with local sign ordinances. Any sign or advertisement within Big Hill Center shall be of good quality. No signage may be taped to the walls, windows or doors of the building.

15. INSPECTION OF PREMISES. Welty Center shall permit the City, at reasonable and proper times and with reasonable notice, to enter and inspect the premises. If Welty Center doesn't exercise its option to renew the Agreement, the City shall, upon reasonable notice, be able to show the premises to interested parties.

16. **ASSIGNMENT.** Welty Center may not assign its interest in this Agreement to any other party without the written review and consent of the City.
17. **DAMAGE TO THE PREMISES.** If the Big Hill Center should be partially damaged by fire or other casualty, the City shall repair the same as quickly as possible at the City's expense. In the event that the damage is so extensive as to render the Premises untenable, any fees paid to the City shall abate until the building is repaired. If the building is damaged to the extent that the City determines that it is infeasible to rebuild, this Agreement shall terminate and the Premises shall be surrendered to the City.
18. **ABANDONMENT OF PREMISES.** If Welty Center abandons or vacates the Premises before the expiration of this Agreement, this Agreement shall terminate immediately and the City shall be at liberty to enter into an operating agreement with another party. If Welty Center abandons any portion of the Premises for a period of ninety (90) days, the City may enter into an agreement with another party for use of the portion of the Premises abandoned. In this paragraph, the word "abandon" means the voluntary relinquishment of the right to use the property for the purposes permitted under this Agreement.
19. **SURRENDER OF PREMISES.** Upon the expiration of this Agreement, Welty Center shall surrender the Premises to the City in as good a condition and repair as received, reasonable wear and tear excepted.
20. **ANTENNAE.** Welty Center shall not place any aerial, antenna, wire or other apparatus on the exterior of Big Hill Center, whether permanent or temporary, without the written review and consent of the City. The City is hereby authorized to remove, at Welty Center's expense, any such apparatus erected without such written consent.
21. **INDEMNIFICATION.** Welty Center does hereby indemnify and hold the City harmless from and against all claims, damages, losses, and expenses, including reasonable attorney fees arising out of or resulting from Welty Center's performance of this Agreement. Welty Center shall be responsible to the City for acts and omissions of its employees, agents, and contractors, performing any Welty Center work under this Agreement. Welty Center shall take all reasonable precautions for the safety of and protection of its employees, agents, contractors, and patrons, and shall protect them from injury, damage and loss.

22. INSURANCE. Welty Center shall, at its expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin with Best's rating of no less than "A VII", in amounts and coverages not less than hereinafter set forth.

(a) **Commercial General Liability.**

General Aggregate Limit	\$1,000,000
Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Medical Expense Limit/Any One Person	\$10,000

The Commercial General Liability policy will include protection for:

- (a) Bodily Injury and Property Damage Liability arising from premises, operations, products and completed operations.
- (b) Contract Liability coverage for this Contract and related contracts, including subcontracts.
- (c) Coverage for bodily injury or personal injury inflicted by one employee upon another.
- (d) Coverage for property in the care, custody or control of Welty Center or a "Property of Others" policy.

(b) **Automobile Liability Insurance.** Should one or more automobiles be purchased, leased or used on behalf of the Welty Center, the Welty Center shall take out and maintain during the life of the Agreement such Automobile Liability Insurance as shall protect it against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for it in any capacity in connection with the carrying out of this Agreement. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage: 1,000,000 Combined Single Limit

(c) **Worker's Compensation.** The Welty Center shall provide Worker's Compensation Insurance coverage including coverage for injuries caused by fellow employees in accordance with Wisconsin statutory limits.

(d) **Changes in Coverage.** Welty Center shall not discontinue or change liability

insurance policies in effect during any part of this Agreement without buying “tail end” insurance to cover potential claims that may have occurred during the term of this Agreement. The hold harmless, indemnity and insurance provisions of this Agreement shall survive the termination of this Agreement and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.

- 23. CERTIFICATION OF INSURANCE.** Coverage afforded shall apply as a primary with the City named as an additional insured on the commercial general and automobile policies. Welty Center shall provide the City with a certificate of insurance, showing evidence of the above requirements. Welty Center shall provide 30 days’ advance written notice of cancellation, alteration or non-renewal during the term of this Agreement and 10 days if for non-payment of premium. The City reserves the right to request and Welty Center has the duty to provide copies of all policies and endorsements thereto provided for herein upon reasonable demand therefore during the term of this Agreement and for one year after its expiration.
- 24. PERSONAL PROPERTY.** Welty Center shall insure its personal property against damage resulting from fire, theft or other casualty. The City shall not be liable for any loss or damage to the property of Welty Center its employees or invitees. Welty Center shall indemnify and hold the City harmless from any liability for damage to personal property resulting from defects in the electrical wiring, plumbing, gas, water heating, sewer or other pipes, leaking or running water, or stoppage or overflow of any wash stand, toilet, tub, or waste pipe in or upon the Premises.
- 25. DEFAULT.** If Welty Center fails to pay the fee when due, commits waste or neglects to perform any of its obligation contained in this Agreement, the City may give Welty Center a notice requiring Welty Center to pay the fee, to stop or repair the waste or to otherwise comply with this Agreement within ninety (90) days after service of the notice. If Welty Center fails to comply with the notice within the 90-day period, this Agreement shall terminate. If monetary damages are adequate protection for the City, Welty Center may cure the default by paying the City for damages caused by the Welty Center’s breach of this Agreement. The notice shall be in writing and shall be served in the manner provided in paragraph 23.

26. NOTICES. Whenever notices are required under this Agreement, they shall be served by first-class U.S. Mail, addressed as follows:

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

With a Copy to: City Attorney
 City Hall
 100 State Street
 Beloit, WI 53511

To Welty Center: _____

 President, Board of Directors
 8606 W. County Road H
 Beloit, WI 53511

27. AUTHORIZATION. Welty Center shall provide the City with a corporate resolution authorizing its undersigned officers to execute this Agreement on behalf of the Welty Center.

28. AMENDMENTS TO CONTRACT. This Agreement may not be amended except by mutual written consent of the parties.

29. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties.

30. ENFORCEMENT. The prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party in any action to enforce this Agreement.

SIGNATURE PAGE TO FOLLOW

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

CITY OF BELOIT
a Wisconsin municipal corporation

By: _____
Larry N. Arft, City Manager

ATTEST:

By: _____
Rebecca Houseman LeMire, City Clerk

APPROVED AS TO FORM:

By: _____
Elizabeth A. Krueger, City Attorney

**FRIENDS OF WELTY ENVIRONMENTAL
CENTER, INC.**
a Wisconsin non-stock corporation

By: _____

ATTEST:

By: _____

tdh/Files/15-1056/Operating Agreement Big Hill Center (Welty) = 150429 cln

**RESOLUTION DESIGNATING
LARRY N. ARFT AS CITY MANAGER EMERITUS**

WHEREAS, Larry N. Arft has served the City of Beloit as City Manager since 2003; and

WHEREAS, Manager Arft timely provided the City Council with his notice of his intent to retire as the City Manager of the City on July 3, 2015; and

WHEREAS, Manager Arft's last day in the office will be June 3, 2015 with the balance of the time on vacation using accrued benefits; and

WHEREAS, the City Council has conducted a comprehensive and extensive recruitment and selection process, resulting in the appointment of Lori S. Curtis Luther as Beloit's next City Manager effective June 1, 2015; and

WHEREAS, Manager Arft has taken steps to provide a smooth and successful transition to the new City Manager, and will continue to do so as needed.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Beloit, Rock County, Wisconsin hereby resolves that Larry N. Arft shall be designated as the City Manager Emeritus beginning June 1, 2015 and ending July 3, 2015.

BE IT FURTHER RESOLVED THAT all the powers and duties of the position of City Manager shall pass to Lori S. Curtis Luther on June 1, 2015.

Approved this 4th day of May, 2015.

City Council of the City of Beloit

Charles M. Haynes, President

Attest:

Judith A. Elson, Deputy City Clerk

Tdh/files/15-1019/Resolution Designating City Manager Emeritus=res= 20150423

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Resolution designating Larry N. Arft as City Manager Emeritus

Date: May 4, 2015

Presenter: Larry N. Arft

Department: City Manager

Overview/Background Information:

As council is aware, Larry Arft, after 12 years of service, will be retiring from the City of Beloit on July 3, 2015. His last day in the office will be June 3, 2015. Beginning June 3, 2015 and running through July 3, 2015, Manager Arft will utilize accrued leave time. The purpose of this resolution is to make clear the orderly transition of the office of City Manager. Lori Curtis Luther will begin employment with the City on June 1, 2015 and will take over all of the powers and duties of the office of City Manager. Manager Arft work closely with Manager Luther June 1 through June 3, 2015 to provide orientation regarding the City of Beloit organization and structure to ensure a smooth transition. After that time, Manager Arft will be available to consult with Manager Luther as needed.

Key Issues (maximum of 5):

1. Manager Arft's last day in the office will be June 3, 2015 and his last day of employment with the City will be July 3, 2015
2. Manager Arft will work closely with incoming Manager Luther from June 1, 2015 through June 3, 2015
3. This resolution will allow for an orderly transition of the office of City Manager by clearly designating that the powers and duties of the City Manager transfer to Manager Luther on June 1, 2015, while allowing Manager Arft to utilize the balance of his accrued leave to reach his retirement date.

Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.): Approval of this Agreement would conform with Goal #1's stated purpose of developing a high quality community through the responsible stewardship and enhancement of City resources.

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

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

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

Action required/Recommendation:

Recommendation to Council to approve resolution designating Larry N. Arft as City Manager Emeritus effective June 1, 2015.

Fiscal Note/Budget Impact:

None

Attachments:

Resolution Designating Larry N. Arft as City Manager Emeritus