



**AGENDA  
BELOIT CITY COUNCIL  
100 State Street, Beloit WI 53511  
City Hall Forum – 7:00 p.m.  
Monday, October 19, 2015**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Announcement of City of Beloit **Trick-or Treating Hours**: Saturday, October 31, 2015 from 5:00 p.m. to 7:00 p.m. and **Downtown Beloit Parade and Party** 10:00 a.m. to 1:00 p.m. (Zibolski)
  - b. Presentation by Wisconsin APWA President Carl Weber of National American Public Works Association (APWA) **Professional Manager of the Year Award- Public Works Emergency Management**” to Chris Walsh (Boysen)
  - c. Proclamation declaring October 25-31, 2015, as **National Lead Poisoning Prevention Week** (Downing)
  - d. Proclamation declaring October 15, 2015, as **White Cane Safety Day** (De Forest)
4. PUBLIC HEARINGS
  - a. **2016 Community Development Block Grant (CDBG) Proposed Budget, 2016-2020 Consolidated Plan, and 2016 Annual Action Plan** (Christensen)
  - b. **2016 HOME Investment Partnerships** Proposed Budget (Christensen)
  - c. **2016 Operating, Library, and Capital Improvements** Proposed Budgets (Miller)  
(Budget available for review at [www.beloitwi.gov](http://www.beloitwi.gov))
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 September 28 and Regular Meeting and Special Meeting of October 5, 2015 (Stottler)
- b. Resolution approving a **Class “B” Beer and “Class B” Liquor License** for Copper Ivy LLC, d/b/a The Tavern, located at 1567 Madison Road (Stottler)  
ABLCC recommendation for approval 6-0

- c. Resolution approving "**Class A**" **Liquor Licenses (cider only)** for License Period July 1, 2015-June 30, 2016 (Stottler) ABLCC recommendation for approval 6-0
- d. Resolution approving **Class "A" Beer License** for Park Avenue Mart, Inc., d/b/a Park Avenue Mart, Harjinder Samra, Agent, located at 1771 Park Avenue (Stottler) ABLCC recommendation for approval 6-0
- e. Application for a **Conditional Use Permit** to open a church holding religious services in a R-1B, Single-Family Residential District, for the property located at 1503 St Lawrence Avenue (Christensen) Refer to Plan Commission
- f. Resolution awarding Public Works Contract **C15-21 Rock River Bank Armoring** (Boysen)

7. ORDINANCES – none

8. APPOINTMENTS – none

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

10. CITY MANAGER'S PRESENTATION

- a. Presentation of the **Beloit Transit Development Plan** (Boysen/Gavin)

11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution authorizing the application and borrowing of up to \$200,000 from the State of Wisconsin Board of Commissioners of Public Lands State Trust Fund Loan Program for projects contained in the **2015 Capital Improvement Budget** (Miller)
- b. Final Resolution authorizing Sanitary Sewer System Improvements and Levying **Special Assessments** against 3155 Prairie Avenue, Beloit WI (Boysen)
- c. Resolution awarding Public Works Contract **C15-24, Inman Parkway Sewer Extension** (Boysen)
- d. The City Council will adjourn into closed session pursuant to Wis. Stats. 19.85(1)(e) to discuss a **pending real estate transaction**, on the potential purchase of 1403 Porter Avenue, the discussion of which would harm the City's competitive or bargaining interests if held in open session (Krueger)
- e. Council may reconvene in open session and possibly take action on the matter discussed in closed session

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: October 14, 2015  
Lorena Rae Stottler  
City Clerk  
City of Beloit  
[www.beloitwi.gov](http://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.

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Presentation by Wisconsin APWA President Carl Weber of national APWA's "Professional Manager of the Year Award – Public - Emergency Management" to Chris Walsh

**Date:** October 18, 2015

**Presenter(s):** Wisconsin APWA President Carl Weber

**Department(s):**

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**Overview/Background Information:**

**Key Issues (maximum of 5):**

The attached APWA Reporter magazine article provides background information concerning the national APWA's "Professional Manager of the Year Award – Public Works Emergency Management" which is being presented to Chris Walsh by Wisconsin APWA President Carl Weber.

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**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-friendly 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.**

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**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-NA**

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**Action required/Recommendation:**

Presentation by Wisconsin APWA President Carl Weber of national APWA's "Professional Manager of the Year Award – Public Works Emergency Management" to Chris Walsh

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**Fiscal Note/Budget Impact: NA**

# APWA REPORTER

## Professional Manager of the Year Award – Public Works Emergency Management

*The Professional Manager of the Year Award in the Public Works Emergency Management category seeks to inspire excellence and dedication by recognizing the outstanding career service achievements of public works emergency management professionals.*

**Christine Walsh**  
Director of Operations  
City of Beloit, Wisconsin

As Director of Operations for the City of Beloit, Wis., Christine Walsh is responsible for the successful management and direction of the operations, including the administration of public works emergency management, safety, sustainability, snow, streets, fleet, solid waste, recycling and traffic safety. Above and beyond her day-to-day activities in Beloit, Walsh has been a leader throughout the state and nation on emergency management issues. She has not only helped Wisconsin to be better prepared to respond to emergencies, but has also served on the APWA national Emergency Management Technical Committee.



Walsh was instrumental in development of a Federal Emergency Management Course, "The Public Works Role in Emergency Management." For many years, she has developed and taught courses in safety, snow and ice control, and emergency management, including "Public Works and the Pandemic Threat" and "Public Works Response to Agricultural Emergencies." Some of the training she has done includes a live broadcast on "Restoration of Lifelines" for St. Petersburg College-National Terrorism Preparedness Institute, Gov Sec U.S. Law and Ready 2007, and an Emergency Summit and Snow Removal workshop for South Suburban College, Chicago, Illinois. In 2013, at the APWA North American Snow Conference, she presented "Federal Snow & Ice Declarations: Are You Ready?"

**WHEREAS**, lead poisoning is the #1 environmental health threat facing children under six today, affecting one in three children in the United States; and

**WHEREAS**, approximately 80% of City of Beloit's housing stock was built before 1978, and may contain lead-based paint hazards; and

**WHEREAS**, lead poisoning causes developmental delays, physical and learning disabilities, and behavioral problems in children; and

**WHEREAS**, lead poisoning is preventable, and it is important that Beloit families understand how they can protect their children from the hazards of lead-based paint; and

**WHEREAS**, the Rock County Healthy Homes and Lead Hazard Control Grant Program, a part of the City's Housing Rehab Loan Program through the City's Community Development Department, is committed to assist in prevention of lead poisoning and has been working to protect families from the dangers of lead poisoning for over ten years;

**NOW THEREFORE IT BE RESOLVED** that the City Council President of the City of Beloit does hereby proclaim the week of October 25-31, 2015 to be "**LEAD POISONING PREVENTION WEEK**" and does hereby urge all families with young children to have them tested for lead poisoning and to contact the Beloit Community and Housing Services Division for more information about protecting their children from the dangers of lead-based paint.

Presented this 19<sup>th</sup> day of October 2015

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Charles M. Haynes, City Council President

Attest:

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Lorena Rae Stottler, City Clerk

**WHEREAS**, blindness and severe visual impairment affect approximately 200,000 Wisconsin residents; and

**WHEREAS**, the majority of these persons use a travel aid, such as a white cane or dog guide; and

**WHEREAS**, these travel aids are universally recognized as symbols representing loss of vision; and

**WHEREAS**, people who operate motor vehicles must be alert for visually impaired pedestrians, stopping the vehicle no closer than 10 feet to a pedestrian who is carrying a cane or walking stick which is white in color or white trimmed with red, and which is held in an extended or raised position, or who is using a service animal.

**NOW, THEREFORE, THE CITY COUNCIL PRESIDENT OF THE CITY OF BELOIT** does hereby proclaim Thursday, October 15, 2015 as “**WHITE CANE SAFETY DAY**” in Beloit and urge operators of motor vehicles to be acutely aware of visually impaired pedestrians and obey the Wisconsin laws that protect them.

Presented this 19<sup>th</sup> day of October, 2015.

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Charles Haynes, President  
Beloit City Council

ATTEST:

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Lorena Rae Stottler  
City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Public Hearing on the Community Development Block Grant (CDBG) 2016 Annual Action Plan and Proposed Budget

**Date:** October 19, 2015

**Presenter(s):** Julie Christensen

**Department:** Community Development Authority

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### Overview/Background Information:

The Department of Housing and Urban Development (HUD) requires each CDBG Formula Grantee to submit an Annual Action Plan each year. The Annual Plan includes how the City intends to allocate its CDBG funds over the next year. The process for preparing the CDBG budget includes the following steps: applications are available to agencies interested in applying for the CDBG funds; each applicant is required to present its application to the Community Development Authority (CDA); the CDA makes its recommendation to the City Council on how the CDBG funds should be allocated; a public hearing is held by the City Council; and adoption of the CDBG budget.

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### Key Issues (maximum of 5):

1. The Annual Plan provides detailed information on how the City plans to use its CDBG funding in the next year to meet the needs of the Community.
2. All recommended projects are consistent with the 2015-2019 Consolidated Plan and 2016 Annual Action Plan. The proposed 2016 CDBG budget is attached to this report.
3. All recommended projects are eligible CDBG activities and meet one of the three national objectives.
4. All projects will be incorporated into the 2016 Annual Action Plan which is submitted to HUD.
5. A notice was published in the Beloit Daily News and Stateline News announcing the beginning of the 30-day review period and the date of the public hearing.

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

- Consideration of this request supports Strategic Goal #4.

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

- **Reduce dependence upon fossil fuels** – Not applicable
- **Reduce dependence on chemicals and other manufacturing substances that accumulate in nature** – Not Applicable
- **Reduce dependence on activities that harm life sustaining eco-systems** – Not Applicable

- **Meet the hierarchy of present and future human needs fairly and efficiently** – The CDA has proposed funding projects which meet the present and future needs of our low and moderate income population.

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**Action required/Recommendation:**

No Action – Hold Public Hearing Only

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**Fiscal Note/Budget Impact:**

Not Applicable

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**Attachments:**

Proposed 2016 Annual Action Plan, 2016 CDBG budget, and Public Hearing Notice



# 2016 Annual Action Plan

This document includes Narrative Responses to specific questions that grantees of the Community Development Block Grant, HOME Investment Partnership, Housing Opportunities for People with AIDS and Emergency Shelter Grants Programs must respond to in order to be compliant with the Consolidated Planning Regulations.

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**GRANTEE: City of Beloit**  
**CON PLAN PERIOD: 2015 to 2019**  
**ANNUAL PLAN YEAR: 2**

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## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The mission of the City of Beloit's CDBG Program is to assist those at risk of becoming homeless, create new jobs, retain existing jobs, assist low to moderate income people, assist special needs populations, such as public housing residents, elderly, homeless, and victims of domestic violence, increase property values, and improve the quality of the housing stock. Activities and programs will also serve to decrease the proportion of rental units and the unemployment rate and help stabilize neighborhoods by keeping people in their homes or helping people secure homes.

#### 2. Summarize the objectives and outcomes identified in the Plan

##### Specific Housing Objectives

- Develop a variety of housing alternatives in order to satisfy a wider range of housing needs by using existing programs and resources to improve Beloit's older housing stock, support program that enable homeowners to retain their homes, support the conversion of rental to owner-occupied housing in neighborhoods with unusually high percentages of rental properties, and promote homeownership.

##### Public Housing Strategies

- The Beloit Housing Authority (BHA) will work with Neighborhood Housing Services (NHS) to provide homeownership opportunities for its resident.
- The BHA will work with community partners to provide volunteer opportunities for BHA residents and applicants, which exposes the extremely low-income, low-income, and moderate-

income households to opportunities to increase their job training skills, people skills, and self-sufficiency.

- The BHA will encourage extremely low-income, low-income, and moderate-income families to utilize the least restrictive housing opportunities available to them. They have a choice of programs that include public housing, Section 8 rental assistance, Section 8 homeownership, and Family Self-Sufficiency.

### **Specific Homeless Strategies**

The City will continue to support and strengthen the limited resources of agencies that provide services and facilities for homeless persons in the City of Beloit.

### **Economic Development Objectives**

- The City will continue to market the Economic Development Revolving Loan Fund to eligible businesses each year and use the Economic Development Revolving Loan Fund to increase the number of living wage jobs to low- and moderate-income persons in the community.

### **Community Objectives**

- The City will continue its Housing Rehabilitation Loan Program to improve the City's low to moderate-income neighborhoods.
- The City will continue to acquire, rehabilitate, and sell foreclosed homes to low-moderate income families through its Neighborhood Stabilization Program (NSP).

### **Anti-Poverty Strategy**

- The City will support programs that provide assistance to persons to increase their job skills and marketability.
- The City will support non-profit organizations that provide assistance and advocacy to low to moderate-income residents by providing CDBG funds throughout the planning period.

### **Non-Homeless Special Needs Strategies and Objectives**

- The City will support programs such as Home Companion Registry to enable elderly and disabled residents to remain healthy and in their homes.
- The City will support public service programs that provide case management, client advocacy, and flexibility in order to tailor assistance to unique needs.

### **3. Evaluation of past performance**

The City has successfully funded and partnered with local non-profit organizations to address the most pressing needs in neighborhoods, housing assistance programs, property acquisition programs, code enforcement and public infrastructure improvements.

The City of Beloit provided CDBG funding to homeless programs and services that meet critical needs throughout the previous Consolidated Planning period and served on the Homeless Intervention Task Force Displacement Action Response Team.

The City of Beloit provided housing rehabilitation loans to low to moderate income homeowners and landlords renting to low- moderate income tenants and supported Neighborhood Housing Services' Foreclosure Prevention Program, which helps people stay in their homes. The City of Beloit also supported the Senior Chore Service program and the Home Companion Registry which helps the elderly and disabled live independently in their homes.

The City continued to operate the Economic Development Revolving Loan Fund which provides loans to for-profit commercial, industrial or service sector businesses that will locate or expand in the City of Beloit by creating or retaining jobs. The Beloit Housing Authority has partnered with NHS over the past several years to provide training and education opportunities for its Family Self-Sufficiency and Homeownership Voucher program participants. The BHA also contracted with Voluntary Action Center to provide volunteer opportunities for its public housing residents.

The City continued its City-wide systematic code enforcement program wherein inspectors perform exterior inspections City-wide and interior inspections of all rental properties on a rotating three-year cycle. The areas that most needed assistance (our deteriorated and deteriorating areas) were the low- and moderate-income areas as defined by HUD. Those areas had the highest proportion of code violations, the greatest number of investor-owned properties, the greatest percentage of houses older than 50 years old, the lowest property values, and the oldest infrastructure. The City also continued to operate the rental permit program which generates approximately \$75,000 in CDBG program income annually.

The City of Beloit has always used CDBG funds to meet the City's most pressing needs. In addition to funding its code enforcement program and housing rehab program, the City has funded the Merrill Community Center, Paint program, Domestic Violence Shelter, The Key (transitional housing program for domestic violence victims), Senior Chore Service, Home Companion Registry and others which provide housing services and options to people within our central city neighborhoods. Although many of these programs are available city-wide, the majority of participants are located in our central city neighborhoods.

The City continued to purchase properties from Rock County that were foreclosed for non-payment of taxes. Blighted properties are demolished, and the remaining vacant lots are offered to adjoining

property owners for a minimal amount. Houses in better condition are rehabbed using a combination of City and grant dollars and sold to owner-occupants. This program is primarily paid for with City CIP dollars.

The City has a program of evaluating streets to determine which streets should be reconstructed or resurfaced each year. Other public improvements are made annually to upgrade the water system, parks, and other public facilities. The City invests approximately \$1.0 million in public improvements in our low-income areas each year. This investment is made out of the City's CIP budget.

#### **4. Summary of Citizen Participation Process and consultation process**

The City of Beloit gave its citizens the opportunity to participate in an advisory role in planning, implementing, and assessing CDBG programs. Information about the goals of the CDBG program and the activities it funds was provided to all interested stakeholders. Public meetings were held to gauge the views of citizens. Public hearings were held to gauge the views of citizens.

The Community Development Authority established local goals at the June 24, 2015 meeting. This meeting notice was open to the public and notice was provided to the media and posted on the City's website on June 19.

The City held a public hearing on July 6, 2015 to give citizens an opportunity to identify issues which needed to be identified in the Annual Plan. A notice was published in the Beloit Daily News on July 3 and the Stateline News on July 5 notifying the public of that a public hearing would take place on July 6, 2015. Additionally, the City put the notice on the City's website on July 2, and the City Manager discussed the public hearing in his weekly e-newsletter to the citizens. The notice was also mailed to the CDBG mailing list, which includes the non-profit organizations and other interested agencies which provide services to low income people in Beloit.

The CDBG budget process began when notices were published on July 10 on the City's website, on July 11 in the Beloit Daily News, and July 12 in The Stateline News announcing that applications were available. A notice was also emailed and mailed to the CDBG mailing list on July 10, 2015 notifying agencies and interested parties that applications were available. Anyone needing assistance with filling out an application, determining the eligibility of a project or other CDBG assistance was helped.

The CDA reviewed the Annual Plan and budget on September 23, 2015 and recommended approval of both the plan and the budget. This meeting was provided to the media and posted on the City's website on September 18. A notice was published in the Beloit Daily News on September 26, 2015 and in the Stateline News on September 27, 2015 notifying the public of the 30-day public review period which began on October 1, 2015 and ended on October 31, 2015. This notice also notified the public that the plan and budget were available on the City's website, at City Hall and at the

Beloit Public Library. It also informed the public that a public hearing would be held on October 19 and that final City Council action would take place on November 2, 2015. This notice was also mailed to the CDBG mailing list.

On October 19, a public hearing was held to give citizens an opportunity to comment on the proposed Annual Plan and proposed 2016 CDBG budget. On November 2, the Annual Plan, and 2016 CDBG budget were reviewed and approved at a City Council meeting.

## **5. Summary of public comments**

The City of Beloit gave its citizens the opportunity to participate in an advisory role in planning, implementing, and assessing CDBG programs during the 2015-2019 Consolidated Planning process. Information about the goals of the CDBG program and the activities it funds was provided to all interested stakeholders.

Public meetings and hearings were held during the Annual Plan process to gauge the views of citizens.

**Insert any comments received**

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

All public comments were accepted and reviewed for inclusion into the Annual Plan.

## **7. Summary**

The City of Beloit's 2015-2019 Consolidated Plan was developed in order to address needs in the community. We believe that the objectives above will allow us to assist those at risk of becoming homeless, create new jobs, retain existing jobs, assist low to moderate income people, assist special needs populations, such as public housing residents, elderly, homeless, and victims of domestic violence, increase property values, and improve the quality of the housing stock. Activities and programs will also serve to decrease the proportion of rental units and the unemployment rate and help stabilize neighborhoods by keeping people in their homes or helping people secure homes.

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BELOIT	City of Beloit, Community Development Department

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The City of Beloit’s Department of Community and Housing Services is the lead agency for the CDBG program. During the preparation of the plan, the City of Beloit asked for input from governmental agencies, as well as public and private agencies providing health and social services in the community.

The City of Beloit will continue to form new partnerships with local agencies and non-profit organizations. The City’s Continuum of Care System is coordinated by the Homeless Intervention Task Force (HITF) which provides a comprehensive response to the needs of homeless individuals and families.

**Consolidated Plan Public Contact Information:** Teri Downing, 100 State Street, Beloit, WI 53511 (608)364-6705

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City of Beloit’s consultation was achieved through a variety of methods, including three public meetings with attendees from various local service agencies, several public hearings, and comments from stakeholders and citizens alike.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City of Beloit works together with the Homeless Intervention Task Force (HITF) of Rock and Walworth County. The HITF evolved from several city and county groups that had been meeting on the issue of homelessness in the area. Members include representatives from public, non-profit, and for-profit agencies. Agencies that participate in HITF include:

#### **Community Agencies**

- Caritas
- City of Janesville- Neighborhood Services
- Community Action, Inc.
- ECHO
- Edgerton Community Outreach
- GIFTS
- House of Mercy
- The Lazarus Foundation
- Legal Action of Wisconsin
- Project 16:49
- Red Road House
- Rock County Human Services
- Rock Valley Community Programs
- The Salvation Army- Janesville
- United Way Blackhawk Region
- United Way 2-1-1
- YWCA of Rock County

**Beloit Agencies**

- Beloit Housing Authority (BHA)
- Family Services
- Hands of Faith
- The Salvation Army- Beloit

The HITF meets monthly to discuss strategies for addressing shelter and housing needs for homeless and low income persons. The HITF originally met to discuss the implications of the North Rock County Homelessness Survey that was completed in 1993. It was responsible for the subsequent Homelessness surveys completed in 1996 and 1999. It serves as the Continuum of Care for addressing homelessness and works to meet and identify needs.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Beloit does not receive ESG funds. However, there are agencies in the City of Beloit that do receive these funds and are part of the Continuum of Care. The Salvation Army receives ESG funds that are used to help low income families pay past due rent or security deposits. Community Action and Family Services also receive ESG funds to assist in supportive services and emergency needs of participants. Hands of Faith also receives ESG funds to assist with emergency housing for homeless individuals and families.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities**

1	<b>Agency/Group/Organization</b>	Aging & Disability Resource Center of Rock County
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Education

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 2 of the steering committee meetings
2	<b>Agency/Group/Organization</b>	SALVATION ARMY
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 2 of the steering committee meetings.
3	<b>Agency/Group/Organization</b>	Grinnell Senior Center
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Non-Homeless Special Needs

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 2 of the steering committee meetings.
4	<b>Agency/Group/Organization</b>	Community Action of Rock & Walworth Counties
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Education Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended all 3 steering committee meetings.
5	<b>Agency/Group/Organization</b>	NEIGHBORHOOD HOUSING SERVICES OF BELOIT
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 1 of the steering committee meetings.

6	<b>Agency/Group/Organization</b>	Edgerton Community Outreach
	<b>Agency/Group/Organization Type</b>	Housing Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 1 of the steering committee meetings.
7	<b>Agency/Group/Organization</b>	Hands of Faith
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 1 of the steering committee meetings.

8	<b>Agency/Group/Organization</b>	FAMILY SERVICES OF S. WISCONSIN AND N. ILLINOIS
	<b>Agency/Group/Organization Type</b>	Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services - Victims
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 1 of the steering committee meetings.
9	<b>Agency/Group/Organization</b>	House of Mercy
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Victims of Domestic Violence Services - Victims
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 1 of the steering committee meetings.

10	<b>Agency/Group/Organization</b>	Beloit Housing Authority
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Market Analysis
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 2 of the steering committee meetings. A meeting was also conducted with the Director for input into Public Housing specifically.
11	<b>Agency/Group/Organization</b>	STATELINE UNITED WAY
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 1 of the steering committee meetings.
12	<b>Agency/Group/Organization</b>	MERRILL COMMUNITY CENTER
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Elderly Persons Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 1 of the steering committee meetings.

13	<b>Agency/Group/Organization</b>	Stateline Literacy Council
	<b>Agency/Group/Organization Type</b>	Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 1 of the steering committee meetings.
14	<b>Agency/Group/Organization</b>	Downtown Beloit Association
	<b>Agency/Group/Organization Type</b>	Business Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 1 of the steering committee meetings.
15	<b>Agency/Group/Organization</b>	CARITAS
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 1 of the steering committee meetings.
16	<b>Agency/Group/Organization</b>	NAACP
	<b>Agency/Group/Organization Type</b>	Services-Children Civic Leaders

	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 1 of the steering committee meetings.
17	<b>Agency/Group/Organization</b>	Voluntary Action Center
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Anti-poverty Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A representative attended 1 of the steering committee meetings.
18	<b>Agency/Group/Organization</b>	The AIDS Network
	<b>Agency/Group/Organization Type</b>	Services-Persons with HIV/AIDS
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A City employee contacted a spokesperson via phone to discuss persons with HIV/AIDS in the community.
19	<b>Agency/Group/Organization</b>	Housing Assistance Loan Program- Community and Housing Services
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Lead-based Paint Strategy
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	A City employee verbally contacted a spokesperson, set up a meetings, and discussed the topic of lead-based paint hazards.

**Table 2 – Agencies, groups, organizations who participated**

**Identify any Agency Types not consulted and provide rationale for not consulting**

The only agency that the City was unable to consult with was the local AIDS Network. The City contacted the AIDS Network via email, phone, and mail but was unable to talk to anyone. The City sent an invitation to the AIDS Network to sit on the Consolidated Plan Steering Committee, but we received no response. In addition, all mailed public notices regarding the Annual Plan and Strategic Plan were mailed to the AIDS Network, but no representative from the agency attended any of the Steering Committee Meetings.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

The City of Beloit has a good working relationship with all local agencies and governmental units. Community development personnel regularly attend local and state meetings held by various agencies to keep lines of communication open. Various agencies are contracted to provide CDBG funded public services. The community development department works very closely with these organizations.

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City of Beloit gave its citizens the opportunity to participate in an advisory role in planning, implementing, and assessing CDBG programs. Information about the goals of the CDBG program and the activities it funds was provided to all interested stakeholders. Public hearings were held to gauge the views of citizens. The City held several public meetings and hearings both early and later in the process to give citizens an opportunity to identify needs to be addressed in the Consolidated Plan.

Early in the process, a Consolidated Plan Steering Committee was established including City staff and representatives of CDBG-funded and non-CDBG funded programs. This Committee met three times over a 6 week period to review the Plan in progress and discuss community needs. The representatives included a broad range of programs including, minority, homeless, redevelopment, elderly, youth, AODA, and Latino outreach programs. The public was welcome to attend these meetings. The meetings were publically noticed on the City's main webpage and the City's CDBG webpage on April 12, 2014.

The City also held two public hearings, later in the process, to discuss the Consolidated Plan. A public notice was published on July 5, 2014 notifying the public that a public hearing would take place on July 7, 2014 during the regularly scheduled City Council meeting. Another public notice was published on July 28, 2014, notifying the public that a public hearing would take place on July 20, 2014 at the regularly scheduled Community Development Authority (CDA) meeting. All public notices were published in the Beloit Daily News, the City's website, and the City Manager discussed the public hearings in his weekly e-newsletter to the citizens. The public notice was also mailed to the CDBG mailing list, which includes the non-profit organizations which provide services to low-moderate income people in Beloit and other interested parties and agencies. These meetings gave citizens an opportunity to identify needs to be addressed in the Consolidated Plan and Annual Action Plan. A draft of the plan was also made available for review at City Hall, the Public Library, and the City's website. All public meetings and hearings were held in buildings that are handicapped accessible. The City has bi-lingual staff in the Community Development Department who can provide assistance to Spanish-speaking residents who are interested in the plan documents.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Non-targeted/broad community  Service Agencies	13 attendees	Priorities were established for housing and homeless needs: rental assistance, staffing needs (case management), and activities that serve the whole neighborhood were identified. See meeting summary for details.	All Comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Non-targeted/broad community  Service Agencies and Advocates - Non-Homeless Special Needs	8 attendees	Priorities were established for non-homeless special needs: transportation, systems navigation, care of seniors, programs tailored to unique needs, and water/sewer bill assistance were identified. See meeting summary for details.	All Comments were accepted.	
3	Public Meeting	Non-targeted/broad community  Service Agencies and Advocates - Community and Economic Development	11 attendees	Priorities were established for community development needs: youth center activities; transit services, job skills, and education/training were identified. See meeting summary for details.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted/broad community	Two members of the public spoke at the July 7, 2014 Public Hearing held during a regularly scheduled City Council Meeting.	Executive Director of HealthNet provided an overview of the program and stated that they were the only agency to provide free health care to residents of Beloit. All of HealthNet's patients are from the Rock County area and are <=185% of the federal poverty level. From 2012-2013, HealthNet provided service for a total of 991 individuals, with 7,665 patient visits, and a total of over 3 million dollars of care. 1,840 (24%) of patient visits were for residents of the City/Township of Beloit. The Executive Director expressed that by	All comments were accepted.	20

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Hearing	Non-targeted/broad community	One person spoke at the July 20, 2014 Public Hearing held during a regularly scheduled Community Development Authority Meeting.	Mary Frey, a citizen of Beloit, stated at the CDA meeting that she would like to see a master list of community organizations available to all residents of Beloit. Frey stated that many residents would like to give back to their community, but do not know who to contact or how to do so. Frey also said that if property owners had units that were not being used, there should be an organization that helps them offer those unused units to homeless veterans or other homeless people in the community.	All comments were accepted.	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c) (1, 2)

#### Introduction

#### Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Reminder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	550,000	210,709	50,000	810,709	2,948,950*	<p>Each year funding will be allocated to existing and new activities that meet the greatest needs, or can assist the most number of eligible individuals and/or households.</p> <p>The year 1 Annual Plan listed \$2,240,000 as expected amount available for remainder of ConPlan, but this was inaccurate. It should have been \$3,759,000. The number in this table was adjusted to reflect the more accurate estimate.</p>

Table 5 - Expected Resources – Priority Table

#### Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

There are no matching requirements for CDBG funds, but the City and local agencies will leverage CDBG with the following resources:

- Neighborhood Housing Services uses HOME, NSP, and NeighborWorks funding to provide down payment assistance to households in the City's targeted neighborhoods.
- Community Action receives funding from a variety of state and federal sources for its Fresh Start program, including US Department of Labor Youthbuild; WI National & Community Service Board; The State of Wisconsin, Department of Commerce, Division of Community Development; American Recovery & Reinvestment Act; Community Service Block Grant; and the Wisconsin Employment & Training Assistance Program..
- Community Action of Rock and Walworth County also received CSBG, SHP, ESG, and private donations to help support their Fresh Start, Fatherhood Initiative, HUB Teen Connection, HUB Transitional Living, and Skills Enhancement programs.
- Community Action of Rock and Walworth Counties receives funding from United Way to continue the Fatherhood Initiative. This is a program which helps participants develop job skills to become gainfully employed while enhancing their parenting skills.
- The Merrill Housing Initiative has received HOME funds from the City and Rock County. This program also receives funds through YouthBuild and other private and government sources.
- The business community has helped raise money for organizations such as the Merrill Community Center, Community Action, and Stateline Literacy Council.
- The Stateline United Way funds many of the social service agencies that are served by the City's CDBG funds to meet critical needs.
- Local churches provide funding to some organizations which assist homeless individuals such as Hands of Faith and Caritas.
- Community Action receives ETH funding which assists in supportive services and emergency needs of participants.
- The City of Beloit received HOME, Lead Hazard Control Grant in conjunction with CDBG for its City Housing Rehabilitation Loans. This keeps rehabilitation expenses at an affordable level for our LMI households and LMI housing providers.
- The City of Beloit continued to use NSP1 and NSP3 grant and program income funding to purchase and rehabilitate foreclosed properties in LMI Census Tracts. Completed homes are then sold to LMI households.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

### **Discussion**

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2016	2016	Affordable Housing	WESTSIDE NEIGHBORHOOD MERRILL NEIGHBORHOOD	Housing & Homelessness - Neighborhood Services Housing - Improve Substandard Housing	CDBG: \$379,377	Rental units rehabilitated: 10 Household Housing Unit Homeowner Housing Rehabilitated: 10 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 4000 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Homeless Services	2015	2019	Homeless	WESTSIDE NEIGHBORHOOD MERRILL NEIGHBORHOOD	Housing & Homelessness - Rental Assistance Housing & Homelessness - Case Management Non-Homeless Sp Needs - Utility Assistance Non-Homeless Sp Needs - Case Management Non-Homeless Sp Needs - Prevention Programs Community Development - Job Skills Training Community Development - Consolidated Services	CDBG: \$75,743	Homeless Person Overnight Shelter: 190 Persons Assisted Homelessness Prevention: 50 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Case Management Services	2015	2019	Non-Homeless Special Needs	WESTSIDE NEIGHBORHOOD MERRILL NEIGHBORHOOD	Housing & Homelessness - Case Management Non-Homeless Sp Needs - Utility Assistance Non-Homeless Sp Needs - Case Management Community Development - Consolidated Services Community Development - Transportation Non-Homeless Sp Needs - Systems Navigation Housing - Improve Substandard Housing	CDBG: \$203,262	Public service activities other than Low/Moderate Income Housing Benefit: 400 Persons Assisted Rental units rehabilitated: 10 Household Housing Unit Homeowner Housing Rehabilitated: 10 Household Housing Unit
4	Job Skills Training	2015	2019	Non-Housing Community Development	WESTSIDE NEIGHBORHOOD MERRILL NEIGHBORHOOD	Community Development - Job Skills Training	CDBG: \$180,000	Jobs created/retained: 350 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Improve Housing Stock	2015	2019	Affordable Housing	WESTSIDE NEIGHBORHOOD MERRILL NEIGHBORHOOD	Housing - Improve Substandard Housing	CDBG: \$294,377	Rental units rehabilitated: 10 Household Housing Unit Homeowner Housing Rehabilitated: 10 Household Housing Unit Housing Code Enforcement/Foreclosed Property Care: 4000 Household Housing Unit

Table 6 – Goals Summary

### Goal Descriptions

1	Goal Name	Affordable Housing
	Goal Description	Provide access to and maintenance of the City's affordable housing stock. Provide funding and support efforts to improve the deteriorating housing stock in the City's low-to-moderate income areas.
2	Goal Name	Homeless Services
	Goal Description	Provide funding for shelters and homeless prevention activities.
3	Goal Name	Case Management Services
	Goal Description	Provide funding to agencies that will provide case management and systems navigations services to persons with special needs.

4	<b>Goal Name</b>	Job Skills Training
	<b>Goal Description</b>	Provide funding for programs that provide job training, and specifically address training needs for current and incoming technical jobs in the community.
5	<b>Goal Name</b>	Improve Housing Stock
	<b>Goal Description</b>	Provide funding and support efforts to improve the deteriorated housing stock in the City's low-moderate income areas which have the oldest structures.

**Table 7 – Goal Descriptions**

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):**

## AP-35 Projects – 91.220(d)

### Introduction

The City of Beloit's projects are grouped under five projects: Code Enforcement, Economic Development, Housing Rehabilitation, Planning-Program Administration, and Public Services. The Code Enforcement Project includes the City's Code Enforcement and systematic Rental Inspection program in our deteriorated and deteriorating areas. The Housing Rehabilitation project includes the City's Housing Rehabilitation Revolving Loan Fund. The Planning-Program Administration project includes program administration activities. Finally, the Public Services project includes the following activities:

- Community Action – Fatherhood Initiative and Skills Enhancement
- Family Services - Emergency Housing for Homeless Victims of Domestic Violence
- Family Services - Greater Beloit Home Companion Registry
- Hands of Faith – Emergency Shelter for Homeless Families
- HealthNet - Primary Care
- Merrill Community Center – Youth and Senior Programs
- NHS – Homeownership
- Salvation Army - Supportive Services
- Salvation Army - Systems Navigator
- Stateline Literacy Council – Hispanic Outreach for Comprehensive Literacy
- Voluntary Action Center - Beloit Senior Chore Service

#	Project Name
1	Code Enforcement
2	Planning and Administration
3	Housing
4	Economic Development
5	Public Services

**Table 8 – Project Information**

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

On July 6, 2015, the Community Development Authority approved the following local funding priorities in response to community input during the 2015-2019 Consolidated Planning process:

1. Public Service Programs which focus on comprehensive case management strategies, with priority given to neighborhood stabilization activities, education in budgeting and life skills, and employment training that corresponds with local employment opportunities.

2. Code Enforcement
3. Housing Rehabilitation
4. Economic Development Activities, with priority given to Technical Job Training
5. Program Administration
6. Fair Housing

One of the obstacles to meeting the underserved needs in Beloit is lack of adequate funding or other non-financial resources to adequately address a particular problem. Insufficient funding precludes the City from appropriately addressing every worthy project and often includes allocating funding at less than optimal levels. The City does not fund programs which duplicate the work of other programs.

Non-financial resource limitations include insufficient numbers of trained volunteers or staff to provide expertise and support for programs and language barriers.

## Projects

### AP-38 Projects Summary

#### Project Summary Information

<b>1</b>	<b>Project Name</b>	Code Enforcement
	<b>Target Area</b>	WESTSIDE NEIGHBORHOOD MERRILL NEIGHBORHOOD
	<b>Goals Supported</b>	Affordable Housing Improve Housing Stock
	<b>Needs Addressed</b>	Housing & Homelessness - Neighborhood Services Housing - Improve Substandard Housing
	<b>Funding</b>	CDBG: \$209,109
	<b>Description</b>	Enforce state and local codes
	<b>Target Date</b>	12/31/2016
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 4,000 residential units will be inspected for property maintenance compliance.
	<b>Location Description</b>	The City of Beloit.
	<b>Planned Activities</b>	City-wide exterior Code Enforcement, and interior systematic rental inspection activities enforcing local and State property maintenance codes.
<b>2</b>	<b>Project Name</b>	Planning and Administration

<b>Target Area</b>	WESTSIDE NEIGHBORHOOD MERRILL NEIGHBORHOOD
<b>Goals Supported</b>	Affordable Housing Homeless Services Case Management Services Job Skills Training Improve Housing Stock
<b>Needs Addressed</b>	Housing & Homelessness - Rental Assistance Housing & Homelessness - Case Management Housing & Homelessness - Neighborhood Services Non-Homeless Sp Needs - Utility Assistance Non-Homeless Sp Needs - Payee Services Non-Homeless Sp Needs - Case Management Non-Homeless Sp Needs - Systems Navigation Non-Homeless Sp Needs - Prevention Programs Non-Homeless Sp Needs - Transportation Community Development - Youth Programs Community Development - Job Skills Training Community Development - Local Job Center Community Development - Consolidated Services Community Development - Transportation Housing - Improve Substandard Housing
<b>Funding</b>	CDBG: \$130,000
<b>Description</b>	Provide administrative support to the CDBG Program
<b>Target Date</b>	12/31/2016

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 1160 low-moderate income people will benefit from the City of Beloit administering the CDBG program to fund public services in the community.
	<b>Location Description</b>	Activities will be performed at City Hall, 100 State Street, Beloit, WI.
	<b>Planned Activities</b>	Activities planned include administering the CDBG program and for the following programs/projects: <ul style="list-style-type: none"> <li>• Fair Housing activities</li> <li>• Public Services</li> <li>• Housing Rehabilitation</li> <li>• Code Enforcement</li> <li>• Economic Development</li> </ul>
<b>3</b>	<b>Project Name</b>	Housing
	<b>Target Area</b>	WESTSIDE NEIGHBORHOOD MERRILL NEIGHBORHOOD
	<b>Goals Supported</b>	Affordable Housing Improve Housing Stock
	<b>Needs Addressed</b>	Housing & Homelessness - Neighborhood Services Housing - Improve Substandard Housing
	<b>Funding</b>	CDBG: \$282,839
	<b>Description</b>	Provide rehabilitation assistance to eligible property owners
	<b>Target Date</b>	12/31/2016
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 20 low-moderate income households will be assisted with housing rehab loan or lead hazard reduction grant funding for rehabilitation of their units.

	<b>Location Description</b>	Within the City of Beloit.
	<b>Planned Activities</b>	To provide loans and grant to low-income households to rehabilitate and improve their housing units.
<b>4</b>	<b>Project Name</b>	Economic Development
	<b>Target Area</b>	WESTSIDE NEIGHBORHOOD MERRILL NEIGHBORHOOD
	<b>Goals Supported</b>	Job Skills Training
	<b>Needs Addressed</b>	Community Development - Job Skills Training
	<b>Funding</b>	CDBG: \$0
	<b>Description</b>	Provide assistance to for-profit entities
	<b>Target Date</b>	12/31/2016
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that the Economic Development revolving loan program, the facade program, and the upper level rehab program will create or retain 5 jobs in 0215.
	<b>Location Description</b>	The City of Beloit.
	<b>Planned Activities</b>	The Economic Development Loan program which provides  Downtown Beloit's Storefront Improvements program encourages Downtown Beloit property owners to make improvements and invest in their properties and businesses.  Downtown Beloit's Upper Story Development program will encourage property owners to invest in their properties and create income producing spaces. The impact of creating these spaces will either produce more jobs Downtown or provide residential space for residents.
<b>5</b>	<b>Project Name</b>	Public Services
	<b>Target Area</b>	WESTSIDE NEIGHBORHOOD MERRILL NEIGHBORHOOD

<b>Goals Supported</b>	Affordable Housing Homeless Services Case Management Services Job Skills Training
<b>Needs Addressed</b>	Housing & Homelessness - Case Management Non-Homeless Sp Needs - Utility Assistance Non-Homeless Sp Needs - Case Management Non-Homeless Sp Needs - Systems Navigation Non-Homeless Sp Needs - Prevention Programs Non-Homeless Sp Needs - Transportation Community Development - Youth Programs Community Development - Job Skills Training Community Development - Consolidated Services Community Development - Transportation
<b>Funding</b>	CDBG: \$113,061
<b>Description</b>	Provide public services to the neediest populations
<b>Target Date</b>	12/31/2015
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is anticipated that approximately 1150 low-moderate income people will be assisted through public service activities in 2015.
<b>Location Description</b>	The City of Beloit.

<p><b>Planned Activities</b></p>	<ul style="list-style-type: none"> <li>• Community Action - Fatherhood Initiative and Skills Enhancement</li> <li>• Family Services - Beloit Domestic Violence Center: Emergency Housing</li> <li>• Family Services - Home Companion Registry for Senior Personal Care</li> <li>• Hands of Faith - Emergency Shelter for Homeless Families</li> <li>• HealthNet: Primary Care - Medical, Dental, Vision Clinic</li> <li>• Latino Service Providers Coalition – Hispanic Community Inclusion</li> <li>• Merrill Community Center - Youth and Senior Programs</li> <li>• Stateline Literacy Council - Hispanic Outreach for Comprehensive Literacy</li> <li>• Voluntary Action Center - Beloit Senior Chore Service</li> </ul>
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**Table 9 – Project Summary**

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

CDBG programming will be provided City-wide, with priority given to areas with minority or low-income concentrations. Areas of minority concentrations are census tracts where the percentage of racial minority population exceeds the overall percentage of racial minority population for the City of Beloit. According to our Analysis of Impediments, created in 2012, there are minority concentrations within census tracts 16, 17, 18, and 23. With the exception of census tract 16, the previously mentioned census tracts have been areas of minority concentration since 1990. The Analysis of Impediments also identified areas of Hispanic or Latino concentrations within census tracts 16, 17, 18, 19, and 23. Both minority concentrations and Hispanic or Latino concentrations tend to be in areas close to the center of the City, which is the oldest part of the City.

The 2005-2009 American Community Survey data shows low-income census tracts in the City of Beloit as 15, 16, 17, 18, and 21. All of these census tracts also have high concentrations of very-low income households. Roughly 26% of households in the City of Beloit are living at incomes at or below 30% of the County Median Income. However, the City will not be dedicating a set percentage of funds to any minority or low-income area.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>

**Table 10 - Geographic Distribution**

## **Rationale for the priorities for allocating investments geographically**

The City has defined Beloit's deteriorated and deteriorating areas as Census Tracts 16 and 18 and Census Tract 17, Block Group 1. Those Block Groups have a greater proportion of investor-owned properties, substandard lots, and code violations than the City as a whole, and they also have the lowest property values and the greatest residential density. They are also low- to moderate-income areas.

## **Discussion**

The City of Beloit has developed a neighborhood strategy that includes partnering with non-profit organizations, using our CDBG funding to address the most pressing needs in neighborhoods, housing assistance program, property acquisition programs, code enforcement and public infrastructure improvements.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The City supports the development of affordable housing. The City currently provides funding to agencies such as Neighborhood Housing Services and Community Action that acquire and rehabilitate houses. Community Action offers some of these homes as rentals to low-moderate income households at Fair Market Rent. Both agencies sell these homes to low-moderate income households, which oftentimes results in mortgage payments that are less than current rents in the area.

The City of Beloit will support the following programs in 2016 in an effort to increase the availability of quality affordable housing:

- Housing Choice Voucher (Rent Assistance) Program - The program anticipates assisting 598 low income households in 2016.
- Public Housing Units – The program anticipates housing approximately 131 low-income households in Public Housing units in 2016.
- Owner and Rental Rehabilitation - The program anticipates assisting 30 low to moderate income households with owner and rental rehabilitation projects in 2016.

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	20
Non-Homeless	500
Special-Needs	50
Total	570

**Table 11 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	800
The Production of New Units	0
Rehab of Existing Units	30
Acquisition of Existing Units	2
Total	832

**Table 12 - One Year Goals for Affordable Housing by Support Type**

## **Discussion**

The City of Beloit will ensure that the affordable rental units are decent, safe and sanitary and meet local codes through its systematic rental inspection program.

The City of Beloit will provide financial resources for owner-occupants to maintain their homes, through the Housing Rehab Loan Program, and Beloit Senior Chore Service, and NHS's Homeownership Program.

The City of Beloit will provide financial resources for landlords to upgrade their rental units through the Housing Rehab Loan Program, and Lead Hazard Control Grant Program.

The City of Beloit will also support efforts by others to rehabilitate current tax credit projects or develop new tax credit projects.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Beloit Housing Authority (BHA) will network with local agencies, departments, and businesses to inform the public of available services for extremely low-income, low-income, and moderate-income individuals.

### **Actions planned during the next year to address the needs to public housing**

- The BHA will work with Neighborhood Housing Services (NHS) to provide homeownership opportunities for its resident.
- The BHA will work with community partners to provide volunteer opportunities for BHA residents and applicants, which exposes the extremely low-income, low-income, and moderate-income households to opportunities to increase their job training skills, people skills, and self-sufficiency.
- The BHA will market available programs through local newspapers and radio stations. BHA staff will attend area Senior, Health, and Family events.
- The BHA will encourage extremely low-income, low-income, and moderate-income families to utilize the least restrictive housing opportunities available to them. They have a choice of programs that include public housing, Section 8 rental assistance, Section 8 homeownership, and Family Self-Sufficiency.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The BHA will encourage residents to participate in the management of BHA through opportunities to serve on a resident council or the governing board, the Community Development Authority (CDA). There is currently one Public Housing resident on the CDA.

In addition, the BHA administers a Family Self-Sufficiency (FSS) program that is open to public housing and Housing Choice Voucher participants. The FSS program allows residents to set educational and career goals in order to allow them to increase their self-sufficiency and decrease their dependency on public assistance programs. As the FSS participant's income increases, their portion of the rent increases accordingly. The BHA will deposit the difference in this rental amount in an escrow account that the FSS participant can use for a down payment on a home upon successful completion of the program.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The BHA is not designated as troubled.

**Discussion**

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

- The City will continue to support and strengthen the limited resources of agencies that provide services and facilities for homeless persons in the City of Beloit.
- The City will continue to support Family Services Association and Community Action, Inc. and their transitional housing programs.
- The City will continue to support non-profits such as NHS and Family Services Association that provide programs to prevent foreclosures such as credit counseling and foreclosure prevention grants.
- The City will support programs that provide a comprehensive strategy to address clients' needs including case management, supportive housing, and client advocacy. The City is part of the Rock County Homeless Intervention Task Force which works to consolidate resources, financial and non-financial, to meet the needs of all of Rock County.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

- The City will continue to support and strengthen the limited resources of agencies that provide services and facilities for homeless persons in the City of Beloit.
- The City will continue to support Family Services Association and Community Action, Inc. and their transitional housing programs.
- The City will support programs that provide a comprehensive strategy to address clients' needs including case management, supportive housing, and client advocacy.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

- The City will continue to support and strengthen the limited resources of agencies that provide services and facilities for homeless persons in the City of Beloit.
- The City will continue to support Family Services Association and Community Action, Inc. and

their transitional housing programs.

- The City will support programs that provide a comprehensive strategy to address clients' needs including case management, supportive housing, and client advocacy.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City will continue to fund programs that provide financial assistance to individuals and families to prevent them from becoming homeless such as foreclosure prevention and emergency rental assistance identified through supportive case management.

The City will continue to support programs that provide rental assistance and supportive services to homeless persons or persons at risk of becoming homeless, such as Hands of Faith and Community Action.

The City will continue to support programs that provide credit counseling and foreclosure prevention programs.

The City will also continue serving on the Homeless Intervention Task Force Displacement Action Response Team, which provides a planned emergency response to mobilize resources in the event of a mass displacement of residents due to unfit conditions or condemnations.

## Discussion

The City of Beloit does not receive HOPWA funds.

<b>One year goals for the number of households to be provided housing through the use of HOPWA for:</b>	
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	N/A
Tenant-based rental assistance	N/A
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated	N/A
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	N/A
Total	N/A

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction**

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City updated its Analysis of Impediments to Fair Housing in January of 2012. The report concluded that the City has and continues to meet the goals of affordable and fair housing. City staff will continue enforcement activity in 2015. The City's zoning and development regulations are comprehensive and progressive and pose no barrier to affordable and fair housing goals for the City.

### **Discussion**

## **AP-85 Other Actions – 91.220(k)**

### **Introduction**

#### **Actions planned to address obstacles to meeting underserved needs**

One of the key obstacles to meeting the underserved needs in Beloit is lack of adequate funding or other non-financial resources to adequately address a particular problem. Insufficient funding precludes the City from appropriately addressing every worthy project and often includes allocating funding at less than an optimal amount. The City does not fund programs which duplicate the work of other programs.

Non-financial resource limitations include insufficient numbers of trained volunteers or staff to provide expertise and support for programs and language barriers. The City will also partner with the non-profits and others to consolidate resources. The City is part of the Rock County Homeless Intervention Task Force which works to consolidate resources, financial and non-financial, to meet the needs of all of Rock County.

#### **Actions planned to foster and maintain affordable housing**

The City of Beloit will ensure that the affordable rental units are decent, safe and sanitary and meet local codes through its systematic rental inspection program.

The City of Beloit will support efforts by others to rehabilitate current tax credit projects.

The City of Beloit will provide financial resources for owner-occupants to maintain their homes.

The City of Beloit will provide financial resources for landlords to upgrade their rental units.

#### **Actions planned to reduce lead-based paint hazards**

The Rock County Health Department will continue to refer families of children with high lead levels to the City of Beloit's program. We work jointly to solve these problems.

The City of Beloit will use its Lead Hazard Control Grant funds in conjunction with its housing rehabilitation funds. The lead funds will be used for the lead elements to make the house lead safe, and then the housing rehabilitation funds are used for other rehabilitation work needed to bring the home up to minimum property maintenance standards. The City received additional lead dollars in 2013, which will expire in November of 2016.

The City of Beloit Housing Services Division requires all contractors hired through the Housing Rehabilitation Loan program to be certified lead safe, ensuring all work completed in project homes is performed in a lead safe manner and with lead-free replacement products.

The City will continue to operate the Rental Inspection program. Every rental unit in the City is inspected at least once every three years by inspection officials who are trained as

Lead Hazard Investigators to look for lead risk in all units. If orders are written to correct a lead hazard, information is sent explaining how to fix the problem in a lead safe manner, and the property owner is cited if the lead issue is not corrected.

### **Actions planned to reduce the number of poverty-level families**

Through local partnerships, the City is increasing employment while educating citizens and providing life improvement skills.

- The City will support programs that provide assistance to persons to increase their job skills and marketability.
- The Beloit Housing Authority will continue its Family Self-Sufficiency Program.
- The Beloit Housing Authority will continue to provide homeownership opportunities to Section 8 participants in cooperation with NHS.
- The City will support non-profit organizations that provide assistance and advocacy to low- and moderate-income residents.
- The City will use the Economic Development Revolving Loan Fund to increase the number of living wage jobs to low- and moderate-income persons in the community.

The Housing Authority requires all public housing residents to perform 8 hours of community service per month when the participating adult is unemployed. By doing this, adults are learning new skills, acquiring self confidence and opening doors for new opportunities.

The Housing Authority offers case management to families which includes budgeting classes, mentors, educational opportunities, and preferences with local employers. Through local partnerships, the City is increasing employment while educating citizens and providing life improvement skills.

### **Actions planned to develop institutional structure**

The City of Beloit will work with non-profits, public institutions and the private sector to implement the Consolidated Plan and Annual Plan. The City will continue to utilize the Community Development Authority (CDA) for review of the Consolidated Plan, annual action plans, proposed CDBG funding and any CDBG budget amendments.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City is an active participant on several committees and boards including African American Infant Mortality Coalition, Homeless Education Action Team, and the Homeless Intervention Task Force. Additionally, a City Council member is appointed to the Community Action Board. The City also has a

good relationship with Rock County’s Community Development and Health departments, and the City Manager meets with Rock County officials on a regular basis.

## **Discussion**

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction

#### Community Development Block Grant Program (CDBG)

#### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$210,709
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
<b>Total Program Income</b>	

#### Other CDBG Requirements

1. The amount of urgent need activities	0
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#### Discussion

**ATTACHMENT A**

**2016 Community Development Block Grant Budget Spreadsheet**

		2015 CDBG Award	2016 CDBG Request	2016 Staff Recommend ation	2016 CDA Recommend ation	2016 Council Approval
<b>Public Service: 15% cap =</b>		<b>\$114,506</b>				
1	Beloit Meals On Wheels - Home Delivered Meals Assistance	\$ -	\$ 15,000	\$ -		
2	Community Action - Fatherhood Initiative and Skills Enhancement	\$ 15,946	\$ 60,000	\$ 22,638		
3	Family Services - Beloit Domestic Violence Center: Emergency Housing	\$ 7,973	\$ 8,000	\$ 8,000		
4	Family Services - Home Companion Registry for Senior Personal Care	\$ 8,416	\$ 16,140	\$ 15,000		
5	Hands of Faith - Emergency Shelter for Homeless Families	\$ 6,976	\$ 9,500	\$ 9,500		
6	HealthNet: Primary Care - Medical, Dental, Vision Clinic	\$ 7,973	\$ 15,000	\$ 15,000		
7	Latino Service Providers Coalition - Hispanic Community Inclusion	\$ -	\$ 9,675	\$ 9,000		
8	Merrill Community Center - Youth and Senior Programs	\$ 15,946	\$ 30,000	\$ 15,000		
9	NHS - Homeownership: The Solution to Eliminating Blight in the City of Beloit	\$ 15,946	\$ -	\$ -		
10	Project 16:49 - Robin House Transitional Living Program	\$ -	\$ 20,000	\$ -		
11	Salvation Army: Supportive Services	\$ 4,983	\$ -	\$ -		
12	Salvation Army: Systems Navigator	\$ 7,973	\$ -	\$ -		
13	Stataline Literacy Council - Hispanic Outreach for Comprehensive Literacy	\$ 15,946	\$ 30,000	\$ 15,000		
14	Voluntary Action Center - Beloit Senior Chore Service	\$ 4,983	\$ 5,368	\$ 5,368		
<b>Total Public Services</b>		\$ 113,061	\$ 213,315	\$ 114,506	\$ -	\$ -
Surplus/Deficit		\$ -	\$ (98,809)	\$ 0	\$ -	\$ -
<b>Planning and Program Administration: 20% cap =</b>		<b>\$152,582</b>				
15	Fair Housing Activities	\$ 10,000	\$ -	\$ -		
16	Program Administration (No Application Needed)	\$ 135,000	\$ 130,000	\$ 130,000		
<b>Total Planning and Program Administration</b>		\$ 145,000	\$ 130,000	\$ 130,000	\$ -	\$ -
<b>Code Enforcement</b>						
17	Community Development Dept. - Code Enforcement / Inspection Program	\$ 50,000	\$ 127,000	\$ 127,000		
<b>Total Code Enforcement</b>		\$ 50,000	\$ 127,000	\$ 127,000	\$ -	\$ -
<b>Housing Rehabilitation</b>						
18	Community Development Dept. - Housing Rehabilitation Revolving Loan Program	\$ 169,377	\$ 250,000	\$ 178,494		
<b>Total Housing Rehabilitation</b>		\$ 169,377	\$ 250,000	\$ 178,494	\$ -	\$ -
<b>Economic Development</b>						
19	Downtown Beloit Association: Storefront Improvements	\$ 30,000	\$ -	\$ -		
20	Downtown Beloit Association: Upper Story Development	\$ 50,000	\$ -	\$ -		
<b>Total Economic Development</b>		\$ 80,000	\$ -	\$ -	\$ -	\$ -
<b>GRAND TOTAL</b>		\$ 557,438	\$ 720,315	\$ 550,000	\$ -	\$ -
<b>CDBG Funds Available</b>		\$ 557,438	\$ 550,000	\$ 550,000	\$ 550,000	\$ 555,000
<b>Surplus/Deficit</b>		\$ -	\$ (170,315)	\$ -	\$ 550,000	\$ 555,000
<b>Estimated Program Income</b>		<b>2015 Projected Program Income</b>	<b>2016 Projected Program Income</b>	<b>2016 Staff Recommend ation</b>	<b>2016 CDA Recommend ation</b>	<b>2016 Council Approval</b>
21	Economic Development Revolving Loan Fund	\$ 22,400	\$ 22,400	\$ 22,400		
22	Code Enforcement	\$ 82,109	\$ 82,109	\$ 82,109		
23	Housing Rehabilitation Revolving Loan Fund	\$ 104,365	\$ 104,000	\$ 104,000		
24	Neighborhood Housing Services	\$ 4,500	\$ 4,400	\$ 4,400		
<b>Total Estimated Program Income</b>		\$ 213,374	\$ 212,909	\$ 212,909	\$ -	
<b>Total CDBG Budget</b>		\$ 770,812	\$ 762,909	\$ 762,909	\$ 550,000	

Pub Service Cap = (2016 Grant + 2015 PI) x 15%	\$ 114,506
Planning Cap = (2016 Grant + 2016 PI) x 20%	\$ 152,582

**ATTACHMENT A**

**2016 Community Development Block Grant Budget Spreadsheet**

		2015 CDBG Award	2016 CDBG Request	2016 Staff Recommend ation	2016 CDA Recommend ation	2016 Council Approval
<b>Public Service: 15% cap =</b>		<b>\$114,506</b>				
1	Beloit Meals On Wheels - Home Delivered Meals Assistance	\$ -	\$ 15,000	\$ -	\$ 5,000	
2	Community Action - Fatherhood Initiative and Skills Enhancement	\$ 15,946	\$ 60,000	\$ 22,638	\$ 26,506	
3	Family Services - Beloit Domestic Violence Center: Emergency Housing	\$ 7,973	\$ 8,000	\$ 8,000	\$ 7,000	
4	Family Services - Home Companion Registry for Senior Personal Care	\$ 8,416	\$ 16,140	\$ 15,000	\$ 12,000	
5	Hands of Faith - Emergency Shelter for Homeless Families	\$ 6,976	\$ 9,500	\$ 9,500	\$ 8,000	
6	HealthNet: Primary Care - Medical, Dental, Vision Clinic	\$ 7,973	\$ 15,000	\$ 15,000	\$ 9,000	
7	Latino Service Providers Coalition - Hispanic Community Inclusion	\$ -	\$ 9,675	\$ 9,000	\$ 8,000	
8	Merrill Community Center - Youth and Senior Programs	\$ 15,946	\$ 30,000	\$ 15,000	\$ 15,000	
9	NHS - Homeownership: The Solution to Eliminating Blight in the City of Beloit	\$ 15,946	\$ -	\$ -	\$ -	
10	Project 16:49 - Robin House Transitional Living Program	\$ -	\$ 20,000	\$ -	\$ 5,000	
11	Salvation Army: Supportive Services	\$ 4,983	\$ -	\$ -	\$ -	
12	Salvation Army: Systems Navigator	\$ 7,973	\$ -	\$ -	\$ -	
13	Stateline Literacy Council - Hispanic Outreach for Comprehensive Literacy	\$ 15,946	\$ 30,000	\$ 15,000	\$ 14,000	
14	Voluntary Action Center - Beloit Senior Chore Service	\$ 4,983	\$ 5,368	\$ 5,368	\$ 5,000	
<b>Total Public Services</b>		<b>\$ 113,061</b>	<b>\$ 218,683</b>	<b>\$ 114,506</b>	<b>\$ 114,506</b>	<b>\$ -</b>
Surplus/Deficit		\$ -	\$ (104,177)	\$ 0	\$ 50	\$ -
<b>Planning and Program Administration: 20% cap =</b>		<b>\$152,582</b>				
15	Fair Housing Activities	\$ 10,000	\$ -	\$ -	\$ -	
16	Program Administration (No Application Needed)	\$ 135,000	\$ 130,000	\$ 130,000	\$ 130,000	
<b>Total Planning and Program Administration</b>		<b>\$ 145,000</b>	<b>\$ 130,000</b>	<b>\$ 130,000</b>	<b>\$ 130,000</b>	<b>\$ -</b>
<b>Code Enforcement</b>						
17	Community Development Dept. - Code Enforcement / Inspection Program	\$ 50,000	\$ 127,000	\$ 127,000	\$ 127,000	
<b>Total Code Enforcement</b>		<b>\$ 50,000</b>	<b>\$ 127,000</b>	<b>\$ 127,000</b>	<b>\$ 127,000</b>	<b>\$ -</b>
<b>Housing Rehabilitation</b>						
18	Community Development Dept. - Housing Rehabilitation Revolving Loan Program	\$ 169,377	\$ 250,000	\$ 178,494	\$ 178,494	
<b>Total Housing Rehabilitation</b>		<b>\$ 169,377</b>	<b>\$ 250,000</b>	<b>\$ 178,494</b>	<b>\$ 178,494</b>	<b>\$ -</b>
<b>Economic Development</b>						
19	Downtown Beloit Association: Storefront Improvements	\$ 30,000	\$ -	\$ -	\$ -	
20	Downtown Beloit Association: Upper Story Development	\$ 50,000	\$ -	\$ -	\$ -	
<b>Total Economic Development</b>		<b>\$ 80,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>GRAND TOTAL</b>		<b>\$ 557,438</b>	<b>\$ 725,683</b>	<b>\$ 550,000</b>	<b>\$ 550,000</b>	<b>\$ -</b>
<b>CDBG Funds Available</b>		<b>\$ 557,438</b>	<b>\$ 550,000</b>	<b>\$ 550,000</b>	<b>\$ 550,000</b>	<b>\$ 555,000</b>
Surplus/Deficit		\$ -	\$ (175,683)	\$ -	\$ -	\$ 555,000
<b>Estimated Program Income</b>		2015 Projected Program Income	2016 Projected Program Income	2016 Staff Recommend ation	2016 CDA Recommend ation	2016 Council Approval
21	Economic Development Revolving Loan Fund	\$ 22,400	\$ 22,400	\$ 22,400	\$ 22,400	
22	Code Enforcement	\$ 82,109	\$ 82,109	\$ 82,109	\$ 82,109	
23	Housing Rehabilitation Revolving Loan Fund	\$ 104,365	\$ 104,000	\$ 104,000	\$ 104,000	
24	Neighborhood Housing Services	\$ 4,500	\$ 4,400	\$ 4,400	\$ 4,400	
<b>Total Estimated Program Income</b>		<b>\$ 213,374</b>	<b>\$ 212,909</b>	<b>\$ 212,909</b>	<b>\$ 212,909</b>	
<b>Total CDBG Budget</b>		<b>\$ 770,812</b>	<b>\$ 762,909</b>	<b>\$ 762,909</b>	<b>\$ 762,909</b>	

Pub Service Cap = (2016 Grant + 2015 PI) x 15%	\$ 114,506
Planning Cap = (2016 Grant + 2016 PI) x 20%	\$ 152,582



## **CITY OF BELOIT REPORTS AND PRESENTATIONS TO CITY COUNCIL**

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**Topic:** Public Hearing on the 2015 HOME Investment Partnerships Proposed Budget

**Date:** October 19, 2015

**Presenter(s):** Julie Christensen

**Department:** Community Development Authority

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### **Overview/Background Information:**

In July 2001, the City of Beloit, Rock County and City of Janesville formed the Rock County HOME Consortium. This allows us to receive HOME funds directly from the Department of Housing and Urban Development (HUD) similar to CDBG. We are required to hold a public hearing to seek community input on the proposed use(s) of the HOME funds awarded to the City.

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### **Key Issues (maximum of 5):**

1. According to HOME Investment Partnership Program guidelines, 15 percent of the HOME funds must be allocated to a Community Housing Development Organization (CHDO). In this HOME agreement, it was determined that this 15 percent would be allocated to a CHDO in Beloit. This agreement also established that the City of Beloit would receive 19 percent of the Consortium dollars awarded.
  2. For 2015, we are estimating that the Consortium will receive \$434,924. Based on that budget, the City of Beloit's share would be \$82,635.56, and the CHDO share would be \$65,238.
  3. On September 29, 2015, the Community Development Authority (CDA) recommended that the City's dollars be used to fund the City's Housing Rehabilitation Revolving Loan Fund for owner-occupied properties and/or acquisition-rehabilitation projects. The CDA is also recommending that the CHDO dollars be used for acquisition-rehabilitation projects.
- 

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

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**Action required/Recommendation:**

No Action – Hold Public Hearing Only

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**Fiscal Note/Budget Impact:**

This action does not have any impact on the City's operating budget. The entire program is funded with HOME and CDBG funds.

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**Attachments:**



**PROCEEDINGS OF THE BELOIT CITY COUNCIL  
Special Meeting  
100 State Street, Beloit, WI 53511  
Monday, September 28, 2015**

Presiding: Council President Charles M. Haynes  
Present: Sheila De Forest, Chuck Kincaid, David F. Luebke, Marilyn Sloniker, Judge William Henderson  
Absent: Ana Kelly, Regina Hendrix

City Attorney Elizabeth Krueger represented the City  
Attorney William Henderson appeared as independent counsel to the City Council

1. The special meeting was called to order at 7:10pm in accordance with Section 2.02(3) of the City Ordinances. File 8688
2. Consideration of a recommendation from the Alcohol Beverage License Control Committee that the Alcohol Beverage License for HRNS V Entertainment, LLC, d/b/a Adiktion, 1310 Cranston Road, Edgardo Garrido, Agent, be revoked.
3. Mr. Henderson outlined the procedures to be followed and stated that the question to be decided was if the evidence supports the suspension or revocation of the alcohol beverage license of HRNS V Entertainment, LLC.
4. Councilors Luebke and De Forest moved to adopt the agenda as presented. Motion carried 5-0.
5. Attorney Krueger waived the opportunity to make an opening statement for the City. Attorney Chesebro made objection to Attorney Krueger presiding as the prosecuting attorney in this matter because she's advised the Council previously and he believes it is a conflict of interest to continue as prosecutor and advisor. He also noted that the defense intends to prove that his client, Adiktion, is not an indecent, improper, riotous or inappropriate location in the City. He stated they have followed the rules and regulations that were set out before them and the incidents cited in the complaint do not show or maintain that they are allowing under aged children inappropriately on the premises. He did acknowledge that his client does admit to possessing alcohol on the premise to which receipts were not maintained. He otherwise objects to all other allegations at this time. President Haynes concluded that there was not a conflict allowing City Attorney Krueger to proceed as the prosecutor in this matter and informed the City to proceed in calling witnesses.
6. Attorney Krueger called the following witnesses, who were sworn in for the remainder of the proceedings, and questioned them about all events in the complaint. Exhibits 1-16 were entered into evidence. Attorney Chesebro also questioned the witnesses, as did the City Councilors.

Beloit Police Captain Dan Risse, July 25 and July 31, 2015 incidents, Exhibits 1-3  
Beloit Police Officer Rich LeFeber, October 5, 2014 incident, Exhibit 4  
Beloit Police Officer Gregg Cisneros, October 5, 2014 incident, Exhibit 4  
Beloit Police Sergeant Ryan Flanagan, November 15, 2014 and January 1, 2015 incidents, Exhibits 5, 6 & 8  
Beloit Police Officer Dan Daly, January 1, May 12 and July 25, 2015 incidents, Exhibit 8 & 11  
Beloit Police Sergeant Roel Benavides, January 1, 2015 incident, Exhibit 9  
Beloit Police Officer Eric Schoonover, January 1, July 25 and July 31, 2015 incident, Exhibit 10  
Beloit Police Officer Chris Eberhardt, July 25, 2015 incident, Exhibit 12  
Beloit Police Investigator John McMahon, July 25 and July 31, 2015 incidents, Exhibit 12  
Beloit Police Officer Dave Hoffman, July 25, 2015 incident, Exhibit 12

Beloit Police Captain Dan Molland, July 25 and July 31, 2015 incidents, Exhibit 13  
Beloit Police Officer Rick Sears, April 10, 2015 contact, Exhibits 15 and 16  
Wisconsin Department of Revenue Special Agent Jason Lee, April 13, 2013 investigation and August 29, 2015 investigation, Exhibit 14

7. At 10:57pm the City Council was advised that pursuant to our City Ordinance 2.02(3)(c), stating that meetings shall adjourn no later than 11:00p.m., unless two-thirds of the Council members present vote to extend the time to finish the business for which the meeting was called. After consideration, Sloniker and Luebke made a motion to proceed with the hearing beyond 11pm. Motion carried 5-0.
8. Attorney Chesebro called the following witnesses, who were sworn in for the remainder of the proceedings, and questioned them about events in the complaint. Exhibits 17-23 were entered into evidence. Attorney Krueger also questioned the witnesses, as did the city councilors. Translator Belem Gonzalez was also sworn in and assisted with questioning.  
  
Julian Valencia, 341 London, Round Lake, IL, Owner at HRNS V Entertainment, LLC.  
Efrain Valencia, 511 Lakewood Terrace, Round Lake, IL, Owner at HRNS V Entertainment, LLC  
Exhibit 17  
City of Beloit Interim Chief of Police, David Zibolski. Incident on July 25, 2015 and Exhibits 18-21  
Alfredo Arteaga, 329 Farm Hill Circle, Wauconda, IL, Bar Manager at HRNS V Entertainment, LLC  
Valerie Moore, Beloit WI, On call bartender at HRNS V Entertainment, LLC, Incident July 25, 2015  
Yasmin Valencia, niece of owners. Incident July 25, 2015 and Exhibits 22 and 23.
9. Attorney Krueger gave her closing statement and requested that the combination Class B license issued to Adiktion be revoked.
10. Attorney Chesebro gave his closing statement and requested a maximum sanction of a 30-day liquor suspension for the violations of the improper liquor on site.
11. City Councilors Luebke and Sloniker moved to adjourn into closed session at 2:08 a.m. September 29, 2015 pursuant to WI Statutes 19.85(1) (a) for deliberations. Motion carried 5-0. At 2:16 a.m. Councilors Luebke and Kincaid moved to reconvene to open session. Motion carried.
12. Councilors De Forest and Kincaid moved a motion for revocation of alcohol license, "The City Council finds that the allegations of the complaint are true. The alcohol beverage license of HRNS V ENTERTAINMENT, LLC shall be revoked beginning October 1, 2015 at 12:01 a.m." Motion carried 5-0.
13. Councilors Sloniker and Luebke made a motion to adjourn at 2:18 a.m. Motion carried.

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Lorena Rae Stottler, City Clerk

[www.beloitwi.gov](http://www.beloitwi.gov)

Date Approved by Council: October 5, 2015



**PROCEEDINGS OF THE BELOIT CITY COUNCIL**  
**100 State Street, Beloit WI 53511**  
**City Hall Forum – 7:00 p.m.**  
**Monday, October 5, 2015**

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

1. President Haynes called the meeting to order at 7:02 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Councilor De Forest presented a proclamation declaring October 11, 2015 as Daughters of the American Revolution day. File 7148
  - b. Councilor De Forest presented a proclamation declaring October 4-10, 2015 as National Fire Prevention Week. File 7148
4. PUBLIC HEARINGS - None
5. CITIZEN PARTICIPATION
  - James M. Ivy, 1905 Mound Ave, Beloit addressed the council with concerns surrounding the suspension of the Chief of Police and Deputy Chief of Police.
  - Ralph Berkley, 1210 Partridge Ave, Beloit addressed the council with concerns surrounding the suspension of the Chief of Police and Deputy Chief of Police.
  - Dr. Dennis Baskin, 1768 Gateway Blvd, #614, Beloit addressed the council on behalf of the local NAACP with concerns surrounding the suspension of the Chief of Police and Deputy Chief of Police.
  - Bill Dorr, 836 Church Street, Beloit addressed the council with the desire for them to utilize committees more to address issues like the recent concerns surrounding funding recreation like the pool and golf course.
  - Jim Cronin, 1719 Emerson Street, Beloit addressed the council in response to the recent Beloit Daily News article concerning the funding of recreation facilities in Beloit. As a past president of the Beloit Youth Hockey organization, he reminded the council that the hockey programs have provided revenues and purchases that would have otherwise not been possible. He cited the sound system, the mezzanine and scoreboard as examples of items purchased by youth hockey, yet they are enjoyed by all.
6. CONSENT AGENDA

Councilor De Forest asked to have item 6.d removed from the consent agenda. Councilors De Forest and Luebke made a motion to adopt consent Agenda items 6.a through 6.c and items 6.e through 6.f. Motion carried, voice vote.

  - a. The Minutes of the regular meeting of September 21, 2015 and the special meeting of September 23, 2015 were approved.
  - b. An Application for **Class “B” Beer and “Class B” Liquor License** for Copper Ivy LLC, d/b/a The Tavern, located at 1567 Madison Road was referred to ABLCC. File 8688

- c. Applications for “**Class A**” **Liquor Licenses (cider only)** for License Period July 1, 2015-June 30, 2016 were referred to ABLCC. File 8688
- e. A resolution approving a Residential **Offer to Purchase** the property located at 349 Euclid Avenue, Beloit Wisconsin was approved. File 6667
- f. A resolution approving a Commercial **Offer to Purchase** the property located at 715 West Grand Avenue, Beloit Wisconsin was approved. File 6667
  
- d. Director of Public Works Greg Boysen presented a resolution awarding Public Works Contract **C15-09, Big Hill Park Path**. This project will built on an off road bike bath from the lower playground to Big Hill Court. Four bids were received for this project and the low bid of \$331,730.50 was from Maddrell Excavating, LLC and is 9.4% more than the engineer’s estimate of \$303,104. Maddrell Excavating, LLC is considered a responsible bidder for this project. The costs for this project are as follows: \$331,730.50 for construction, \$ 49,269.50 for Change Orders or extra work, for a total of \$381,000.00. A DNR Grant was received for this project and is included in the City’s funds for approximately \$130,000. City Manager Luther explained that this project is a part of the City’s Capital Improvement Plan (CIP) and that these projects are a part of scheduled maintenance. These funds cannot be used for general expenditures and this particular project includes \$130,000 in grant money from the DNR. Councilors Luebke and Sloniker made a motion to approve the resolution as presented. Motion carried, voice vote. File 6811

7. ORDINANCES - None

8. APPOINTMENTS - None

9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor Sloniker said that she attended the Plan Commission meeting.
- Councilor Luebke said that he attended the Fruzen Intermediate School dedication and the white privilege talk at Beloit College
- Councilor De Forest said that she attended Fruzen Intermediate School dedication and also mentioned the auditorium dedication in honor of Barbara Kickman. She also attended the white privilege talk at Beloit College. She thanked the staff who are organizing and participating in United Way events to help the community.
- Councilor Kincaid said that he attended the Fruzen Intermediate School dedication and spoke of the practice cages at the golf course

10. CITY MANAGER'S PRESENTATION

- a. Director of Finance and Administration Eric Miller presented the proposed **2016 Operating, Library, and Capital Improvement Budgets**. The complete proposed budget is available for review at [www.beloitwi.gov](http://www.beloitwi.gov). File 8695
  
- b. Director of Finance and Administration Eric Miller proposed that the council schedule **Council Budget Workshop** for 8:00 a.m. on Monday, October 12, 2015, in the Community Room at the Beloit Public Library.

11. REPORTS FROM BOARDS AND CITY OFFICERS - None

12. Councilors Sloniker and Hendrix made a motion to adjourn the meeting at 8:08 p.m. Motion carried.

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Lorena Rae Stottler, City Clerk

[www.beloitwi.gov](http://www.beloitwi.gov)

Date approved by City Council: October 19, 2015



## PROCEEDINGS OF THE BELOIT CITY COUNCIL

Special Meeting  
Monday, October 5, 2015  
Forum Conference Room  
City Hall – 100 State Street  
Beloit, WI 53511

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

1. President Haynes called the meeting to order at 8:13 p.m. in Forum Conference Room at City Hall.
2. Councilors Luebke and Kelly made a motion to adjourn into closed session at 8:13 p.m. pursuant to Wis. Stats. 19.85(1)(e) **to discuss the possible acquisition of real estate at 2605 Colley Road**, the discussion of which would harm the City's competitive or bargaining interests if held in open session. Motion carried, voice vote 7-0.
3. At 8:20 p.m. Councilors De Forest and Kelly made a motion to adjourn the closed session and reconvene in open session. Motion carried.
4. Councilors Luebke and Hendrix made a motion to adopt the **Resolution authorizing the City Manager to acquire 2605 Colley Road from the Rock County Treasurer**. Motion carried, voice vote. File 8102
5. Councilors Sloniker and De Forest made a motion to adjourn. Motion carried, voice vote. Meeting adjourned at 8:22 p.m.

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Lorena Rae Stottler, City Clerk

[www.beloitwi.gov](http://www.beloitwi.gov)

Date approved by Council: October 19, 2015

**RESOLUTION APPROVING A CLASS "B" BEER  
AND "CLASS B" LIQUOR LICENSE FOR  
COPPER IVY LLC, D/B/A THE TAVERN**

**WHEREAS**, an application has been received for a Class "B" Beer and "Class B" Liquor License from Copper Ivy LLC, d/b/a The Tavern, Susan Hudson, Agent, for the property located at 1567 Madison Road, Beloit, Wisconsin; and

**WHEREAS**, the Alcohol Beverage License Control Committee recommended approval of this Class "B" Beer and "Class B" Liquor License for the remainder of the 2015-2016 license year.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Beloit does hereby approve a Class "B" Beer and "Class B" Liquor License for Copper Ivy LLC, d/b/a The Tavern, Susan Hudson, Agent, for the property located at 1567 Madison Road, Beloit, Wisconsin.

Dated this 19th day of October 2015.

\_\_\_\_\_  
Charles M. Haynes, City Council President

ATTEST:

\_\_\_\_\_  
Lorena Rae Stottler, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Resolution approving a Class “B” Beer and “Class B” Liquor License for Copper Ivy, LLC d/b/a The Tavern located at 1567 Madison Road, Beloit

**Date:** October 19, 2015

**Presenter(s):** Lorena Rae Stottler

**Department(s):** City Clerk

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**Overview/Background Information: HISTORY:**

The previous Class “B” Beer and “Class B” Liquor License at this location was issued to Sara’s Pub Inc., issued 11/18/09 through 9/ 27/15. On September 25<sup>th</sup> the Clerk’s office received a letter from Sara’s Pub stating that “upon sale of Sara’s Pub, Shpezime Fadilouski surrenders their license to Susan Hudson and Patricia Mitchell.”

**Key Issues (maximum of 5):**

1. On September 25, 2015, Copper Ivy LLC, d/b/a The Tavern, Susan Hudson, Agent, Patricia Mitchell President, applied for a Class “B” Beer and “Class B” Liquor License, for 1567 Madison Road. Ms. Mitchell has been in the bar business for 30+ years and will run the business during the week and Ms. Hudson is the Treasurer/Comptroller for the Village of Brown Deer and will run the business on weekends. Ms. Hudson provided proof of a WI Sellers Permit and the corporation lis filed with WI Dept. of Financial Institutions on 9/21/15.
2. The Clerk has received a completed application, auxiliary questionnaire, supplemental questionnaire for agents, schedule for appointment of agent, drawing of the store indicating the location of alcohol storage and serving. The item was referred to the Alcohol Beverage Control Committee (ABLCC) at the October 5, 2015 Council meeting.
3. The ABLCC reviewed this new application of Copper Ivy LLC, on October 13, 2015 and voted 6-0 to recommend approval for this License.

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**Conformance to Strategic Plan:** N/A

**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.**

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**Action required/Recommendation:**

City Council consideration and action on the license

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**Fiscal Note/Budget Impact:**

\$50 Publication Fee paid. The \$500 license fee will be pro-rated for remaining months in licensing period and is due before issuance of license.

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**Attachments:**

Resolution, Application, Schedule for Appointment of Agent, Auxiliary Questionnaires

**ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION**

Submit to municipal clerk.

For the license period beginning \_\_\_\_\_ 20\_\_\_\_  
 ending \_\_\_\_\_ 20\_\_\_\_

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

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

1. The named  INDIVIDUAL  PARTNERSHIP  LIMITED LIABILITY COMPANY  
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Copper Ivy LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Member</u>	<u>Patricia Mitchell</u>	<u>405 Ridgeland Ave</u>	<u>Beloit WI 53511</u>
Vice President/Member	<u>Member</u>	<u>Susan Hudson</u>	<u>2312 Turnberry Ct</u>	<u>Beloit, WI 53511</u>
Secretary/Member				
Treasurer/Member				
Agent		<u>Susan Hudson</u>	<u>2312 Turnberry Ct</u>	<u>Beloit, WI 53511</u>
Directors/Managers				

3. Trade Name The Tavern Business Phone Number \_\_\_\_\_  
 4. Address of Premises 1567 Madison Rd Post Office & Zip Code Beloit, WI 53511

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No
8. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date 9-21-15 of registration.  
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bar, Outdoor Patio, Cooler (backroom)

10. Legal description (omit if street address is given above): \_\_\_\_\_
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
 (b) If yes, under what name was license issued? Saras Pub
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]  Yes  No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officers, members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

**SUBSCRIBED AND SWORN TO BEFORE ME**  
 this 24th day of September  
Jill Kenda-Lubetski  
 (Clerk/Notary Public)  
 My commission expires 11-27-16  
Susan Hudson  
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)  
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)  
 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

Date received and filed with municipal clerk <u>9-25-15</u>	Date reported to council/board <u>10-5-15</u>	Date provisional license issued <u>N/A</u>	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued <u>N/A</u>	

Applicant's WI Seller's Permit No.:	FEIN Number:
<u>756-102900214402</u>	<u>47-6113346</u>
<b>LICENSE REQUESTED</b>	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
<b>TOTAL FEE</b>	\$

**AUXILIARY QUESTIONNAIRE  
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Hudson</u>		(first name) <u>Susan</u>		(middle name) <u>Louise</u>	
Home Address (street/route) <u>2312 Turnberry Ct</u>		Post Office	City <u>Beloit</u>	State <u>WI</u>	Zip Code <u>53511</u>
Home Phone Number <u>608-289-1553</u>		Age	Date of Birth	Place of Birth <u>Beloit, WI</u>	

The above named individual provides the following information as a person who is (check one):

Applying for an alcohol beverage license as an individual.

A member of a partnership which is making application for an alcohol beverage license.

Susan Hudson of Copper Ivy LLC  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 51 years

2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No

If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No

If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No

If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No

If yes, identify.

(Name of Wholesale Licensee, or Permittee)

(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>Village of Brown Deer</u>	Employer's Address <u>4800 W Green Brook Dr WI 53223</u>	Employed From <u>May 2009</u>	To <u>Present</u>
Employer's Name <u>City of Beloit</u>	Employer's Address <u>100 State St, Beloit, WI 53511</u>	Employed From <u>February 2002</u>	To <u>May 2009</u>

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 25 day of Sept, 20 15

Judith M. Elson  
(Clerk/Notary Public)

Susan Hudson  
(Signature of Named Individual)

My commission expires 8-21-17



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Wisconsin Department of Revenue

**AUXILIARY QUESTIONNAIRE  
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Mitchell</u>		(first name) <u>Patricia</u>		(middle name)	
Home Address (street/route) <u>405 Ridgeland Ave</u>		Post Office	City <u>Beloit</u>	State <u>WI</u>	Zip Code <u>53511</u>
Home Phone Number <u>608-209-4733</u>		Age	Date of Birth	Place of Birth <u>Wisconsin</u>	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Patricia Mitchell of Copper Ivy LLC  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 57 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. (Name of Wholesale Licensee, or Permittee) (Address By City and County)

6. Name of individual must list in chronological order last two employers.

Employer's Name <u>Sara's Pub</u>	Employer's Address <u>1567 Madison Rd.</u>	Employed From <u>May '95</u>	To <u>Current</u>
Employer's Name <u>Pat's Road Wagon Pub</u>	Employer's Address <u>2956 Milwaukee Rd.</u>	Employed From <u>Dec '12</u>	To <u>May '15</u>

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 25 day of Sept, 20 15  
Donald A. Olson  
(Clerk/Notary Public)

Patricia Mitchell  
(Signature of Named Individual)

My commission expires 8-21-17



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SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village  City of Beloit County of Rock

The undersigned duly authorized officer(s)/members/managers of Copper Ivy LLC (registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as The Tavern (trade name)

located at 1967 Madison Rd, Beloit, WI 53511

appoints Susan L Hudson (name of appointed agent) 2312 Turnberry Ct, Beloit, WI 53511 (home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 51 years

Place of residence last year 2312 Turnberry Ct, Beloit, WI 53511

For: Copper Ivy LLC (name of corporation/organization/limited liability company)

By: Susan Hudson (signature of Officer/Member/Manager)

And: \_\_\_\_\_ (signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Susan Hudson (print/type agent's name), hereby accept this appointment as agent for the

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Susan Hudson (signature of agent) 09-24-15 (date) Agent's age \_\_\_\_\_  
2312 Turnberry Ct, Beloit, WI 53511 (home address of agent) Date of birth \_\_\_\_\_

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ (date) by \_\_\_\_\_ (signature of proper local official) Title \_\_\_\_\_ (town chair, village president, police chief)

Original

# SARA'S PUB

1567 MADISON RD

BELOIT, WI 53511

(608) 207-3139

SEP 25 2015 AM 10:56

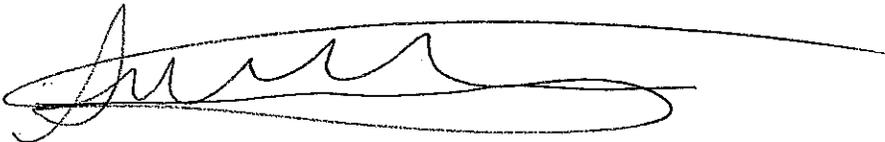
September 25, 2015

To The City of Beloit:

Upon sales of Sara's Pub, I surrender my licenses to Susan Hudson and Patricia Mitchell.

AGENT

SHPEZIME FADILOVSKI

A handwritten signature in black ink, appearing to read 'Shpezime Fadilovski', written over a horizontal line.

**RESOLUTION APPROVING “CLASS A” LIQUOR LICENSES  
(CIDER ONLY)**

**WHEREAS**, the 2015-2017 Wisconsin State Budget (2015 Act 55) had a law change that provides that municipalities can issue a “Class A” Liquor License (Cider only) if both of the following apply;

- The “Class A” Liquor License applications for sales limited to cider.
- The applicant for a “Class A” liquor license also holds a Class “A” Beer license for the same premises.

**WHEREAS**, applications have been received for the “Class A” Liquor License (Cider only) for the remainder of the licensing period of 2015-2016 (see attached list); and

**WHEREAS**, the Alcohol Beverage License Control Committee recommended approval for the “Class A” Liquor Licenses (Cider only) for the remainder of the licensing period of 2015-2016; and

**NOW, THEREFORE, BE IT RESOLVED** that the “Class A” Liquor Licenses (Cider only) for the remainder of the licensing period of 2015-2016 are approved.

Dated this 19th day of October, 2015.

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Charles M. Haynes, President, City Council

Attest:

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Lorena Rae Stottler, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Resolution approving a “Class A” Liquor CIDER ONLY licenses for licensing period of 2015-2016.

**Date:** October 19, 2015

**Presenter(s):** Lorena Rae Stottler

**Department(s):** City Clerk

---

**Overview/Background Information: HISTORY:**

The attached list of Class “A” Beer licenses are eligible to apply at no cost for the new license now labeled as a “Class A” Liquor CIDER ONLY license in order to stock alcoholic beverages fermented by apple or pear. The 2015-17 Wisconsin State Budget (2015 Act 55) states that “Municipalities shall issue a “Class A” liquor license if both of the following apply:

- The “Class A” Liquor license application is for sales limited to cider, and
- The applicant for a “Class A” liquor license also holds a Class “A” beer license for the same premises”

**Key Issues (maximum of 5):**

1. The Budget provision defines “Cider” to mean any alcohol beverage that is obtained from the fermentation of the juice of apples or pears that contains not less than 0.5 percent alcohol by volume and not more than 7.0 percent alcohol by volume. “Cider” includes flavored, sparkling, and carbonated cider.
2. The Budget provision states that the municipality may not charge any initial issuance fee or annual fee for a “Class A” liquor license issued under this provision.
3. The business needs to apply and be approved via the current licensing process, although we cannot charge for the license. We will charge publication fees as we are required to publish as usual.
4. On August 27<sup>th</sup>, a letter was mailed to all current holders in COB of a Class “A” Beer. To date, 10 have applied. Casey’s #3316, Clark Gas Station, Pilot #289, Rollette Oil #1, Speedway #2086 Speedway #4087 and Speedway #4293, Beloit Mobil, Liberty Mobil. Park Avenue Mart had applied for a Class “A” Beer license that was referred on September 21<sup>st</sup>, this is a supplemental License for Cider Only.
5. This item was referred to ABLCC at the City Council regular meeting on October 5, 2015. The ABLCC reviewed this item on October 13, 2015 and voted 6-0 to recommend approval of the licenses.

---

**Conformance to Strategic Plan:** N/A

**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:**

City Council consideration and action on the licenses.

---

**Fiscal Note/Budget Impact:**

\$25 Publication Fee paid by 7 of the applicants. We were not at first aware of the need to collect so will do so when the licenses are issued.

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**Attachments:**

Resolution, Report, list of applications and letter.

## **NOTICE**

### **APPLICATIONS FOR “CLASS A” LIQUOR LICENSES (CIDER ONLY)** **2015-2016**

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

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 S. Samra, Agent) Business Address: 3001 Milwaukee Road, Home Address: 1985 Pebble Drive

Park Avenue Mart Inc., - Park Avenue Mart, (Harjinder S. Samra, Agent Business Address: 1771 Park Avenue, Home Address: 14985 Pebble Drive (Pending approval of new Class “A” License for Beer)

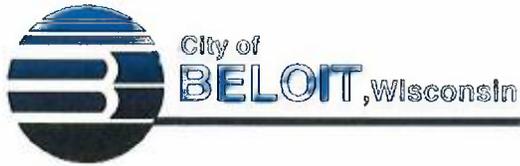
Pilot Travel Center #289 – Pilot Travel Centers LLC (David Hauck, Agent) Business Address: 3001 Milwaukee Rd., Home Address: 949 Central Ave.

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 C. Keough, Agent) Business Address: 2781 Milwaukee Road., Home Address: 825 Carolyn Drive East

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



City Clerk • City Hall • 100 State Street • Beloit, WI 53511  
Office: 608/364-6680 • Fax: 608/364-6642 • [www.beloitwi.gov](http://www.beloitwi.gov)

August 27, 2015

Dear Alcohol licensee,

We wanted to provide you with information about a law change in the 2015-17 budget related to "Class A" liquor licenses. **This is a NEW license required to sell "Cider."**

**The budget provision defines "Cider" to mean any alcohol beverage that is obtained from the fermentation of the juice of apples or pears and that contains not less than 0.5 percent alcohol by volume and not more than 7.0 percent alcohol by volume. "Cider" includes flavored, sparkling, and carbonated cider.** Examples of some brands include Angry Orchard, Harpoon, Crispin, etc.

The 2015-17 Wisconsin State Budget (2015 Act 55) provides that municipalities shall issue a "Class A" liquor license if both of the following apply:

- *The "Class A" liquor license application is for sales limited to cider*
- *The applicant for a "Class A" liquor license also holds a Class "A" beer license for the same premises*

The municipality may not charge any initial issuance fee or annual fee for a "Class A" liquor license issued under this provision.

The department of revenue has revised [Form AT-106](#) (original alcohol beverage license application) and [Form AT-115](#) (renewal application) to provide for a CLASS A (cider only) option. **Since you currently hold a Class "A" beer license with the City of Beloit, you are required to make application for the "Class A" liquor license if you will be selling these products in your store.** We've attached the updated liquor form for you to complete and return to our office by mail or in person. We will promptly process your license and mail it to you so there are no compliance issues in your anticipated sale of apple or pear cider as defined by this license. Remember, THERE IS NO FEE FOR THIS LICENSE in 2015.

Please call our office at (608)364-6680 if you have questions or concerns about this letter.

Sincerely,

Lori Stottler  
City Clerk

**RESOLUTION APPROVING A CLASS "A" BEER  
LICENSE FOR PARK AVENUE MART INC.,  
D/B/A PARK AVENUE MART**

**WHEREAS**, an application has been received for a Class "A" Beer License from Park Avenue Mart, Inc., d/b/a Park Avenue Mart, Harjinder Samra, Agent, located at 1771 Park Avenue;

**WHEREAS**, the Alcohol Beverage License Control Committee recommended approval of this Class "A" Beer License for the remainder of the 2015-2016 license year.

**NOW, THEREFORE, BE IT RESOLVED** that the Class "A" Beer License for Park Avenue Mart, Inc., d/b/a Park Avenue Mart, Harjinder Samra, Agent, located at 1771 Park Avenue is hereby approved.

Dated this 19th day of October, 2015.

\_\_\_\_\_  
Charles M. Haynes, City Council President

ATTEST:

\_\_\_\_\_  
Lorena Rae Stottler, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Resolution approving a Class "A" Beer License for Park Avenue Mart, Inc., Harjinder Samra, Agent

**Date:** October 19, 2015

**Presenter(s):** Lorena Rae Stottler

**Department(s):** City Clerk

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**Overview/Background Information: HISTORY:**

Park Avenue Mart, has submitted an application for a Class "A" Beer License for the property located at 1771 Park Avenue in the City of Beloit. There has not been an alcohol license at this location since 2004.

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**Key Issues (maximum of 5):**

1. On August 25, 2015, Park Avenue Mart, Inc., Harjinder Samra, Agent, applied for a Class "A" Beer License for 1771 Park Avenue. Mr. Harjinder states in his Agent Questionnaire that he is also an Agent/Owner of Class "A" Beer licenses at Beloit Mobil at 1902 Shopiere Rd., and Liberty Mobil at 1407 Liberty Ave.
2. The Clerk has received a completed application, auxiliary questionnaire, and supplemental questionnaire for agents, schedule of appointment of agent, drawing of the store indicating location of alcohol storage and serving. The item was referred to Alcohol Beverage License Control Committee (ABLCC) at the September 8, 2015 Council meeting.
3. Mr. Samra provided proof of a WI Sellers Permit and the corporation is filed with the WI Dept. of Financial Institutions on 7/7/15. Mr. Samra is a resident of Wisconsin, as required by state law.
4. Impact statements requested August 27, 2015. Received all except Police Department, not available by the time of ABLCC meeting.
5. The ABLCC reviewed this application on October 13, 2015 and voted 6-0 to recommend approval of this License

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**Conformance to Strategic Plan:** N/A

**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.**

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**Action required/Recommendation:**

Staff recommends that this matter be referred to the Alcohol Beverage License Control Committee for review at the October 13, 2015 meeting. This matter will likely return to the City Council for action at the regular meeting on October 19, 2015.

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**Fiscal Note/Budget Impact:**

The \$50 Publication Fee has been paid. The \$500 license fee will be pro-rated for remaining months in licensing period and is due before issuance of license.

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**Attachments:**

Resolution, Application, Schedule for Appointment of Agent, Auxiliary Questionnaire, Map

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning \_\_\_\_\_ 20 \_\_\_\_\_ ;  
ending 6-30 20 16

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

County of Folk Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

1. The named  INDIVIDUAL  PARTNERSHIP  LIMITED LIABILITY COMPANY  
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Park Avenue mart inc

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Gurdip S. Samra</u>	<u>1985 Pebble Dr</u>	<u>Beloit WI 53511</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Harjinder Samra</u>	<u>1985 Pebble Dr</u>	<u>Beloit WI 53511</u>
Directors/Managers			

3. Trade Name Park Avenue mart Business Phone Number 608 302-1730

4. Address of Premises 1771 Park Ave Beloit WI Post Office & Zip Code 53511

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 7/7/15 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Back Room, Cooler, Main Floor

10. Legal description (omit if street address is given above): \_\_\_\_\_

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
(b) If yes, under what name was license issued? \_\_\_\_\_

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776].  Yes  No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

## SUBSCRIBED AND SWORN TO BEFORE ME

this 25 day of August, 20 15

Terry Seitz  
(Clerk/Notary Public)

GURDIP S SAMRA  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

My commission expires Sept. 10, 2016

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

## TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>8-25-15</u>	Date reported to council/board <u>9-8-15</u>	Date provisional license issued _____	Signature of Clerk / Deputy Clerk
Date license granted _____	Date license issued _____	License number issued _____	

Applicant's WI Seller's Permit No. <u>456-1029025738-02</u>	FEIN Number <u>47-446206</u>
LICENSE REQUESTED	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	<u>\$50 AH 8-25-15</u>
<b>TOTAL FEE</b>	\$

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY**

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village  City of Beloit County of Rock

The undersigned duly authorized officer(s)/members/managers of Park Avenue mart inc  
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Park Avenue mart  
(trade name)

located at 1771 Park Ave Beloit WI 53511

appoints Harjinder Samra  
(name of appointed agent)

1985 Pebble Dr Beloit WI 53511  
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

*agent for Samra's Singh inc, S & S Oil inc, Lake Mills Motel inc, S & S Express mart inc, Whitewater gas station*

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 9 years

Place of residence last year 1985 Pebble Dr Beloit, WI 53511

For: Park Avenue mart inc  
(name of corporation/organization/limited liability company)

By: X GURDIP SAMRA  
(signature of Officer/Member/Manager)

And: \_\_\_\_\_  
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

Harjinder Samra  
(print/type agent's name), hereby accept this appointment as agent for the

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 8/25/15 Agent's age \_\_\_\_\_  
(signature of agent) (date)

1985 Pebble Dr Beloit WI 53511 Date of birth \_\_\_\_\_  
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY  
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on \_\_\_\_\_ by \_\_\_\_\_ Title \_\_\_\_\_  
(date) (signature of proper local official) (town chair, village president, police chief)

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Samra</u> (first name) <u>Guardip</u> (middle name) <u>Singh</u>	
Home Address (street/route) <u>1985 Pebble Dr</u>	Post Office _____ City <u>Beloit</u> State <u>WI</u> Zip Code <u>53511</u>
Home Phone Number <u>608 299-3661</u>	Age _____ Date of Birth <u>1</u> _____ Place of Birth _____

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- President of Park Avenue Mart Inc  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 9 yrs
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>None</u>	Employer's Address	Employed From	To
Employer's Name	Employer's Address	Employed From	To

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 25 day of August, 2015  
Terry Seitz  
(Clerk/Notary Public)

GUARDIP SAMRA  
(Signature of Named Individual)

My commission expires Sept. 10, 2016



Printed on Recycled Paper

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Samra</u>		(first name) <u>Harjinder</u>		(middle name) <u>S</u>	
Home Address (street/route) <u>1985 Pebble Dr</u>		Post Office	City <u>Beloit</u>	State <u>WI</u>	Zip Code <u>53511</u>
Home Phone Number <u>608 302-1730</u>		Age	Date of Birth	Place of Birth	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Agent of Park Avenue Mat inc  
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 9 year
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. (Name of Wholesale Licensee, or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers. Self Employed

Employer's Name <u>Samra &amp; Singh inc</u>	Employer's Address <u>1902 Shoreline Rd.</u>	Employed From <u>2004</u>	To <u>Still working</u>
Employer's Name	Employer's Address	Employed From	To

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 25 day of August, 20 15

[Signature]  
(Clerk/Notary Public)

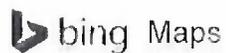
[Signature]  
(Signature of Named Individual)

My commission expires 8-21-17



Printed on Recycled Paper

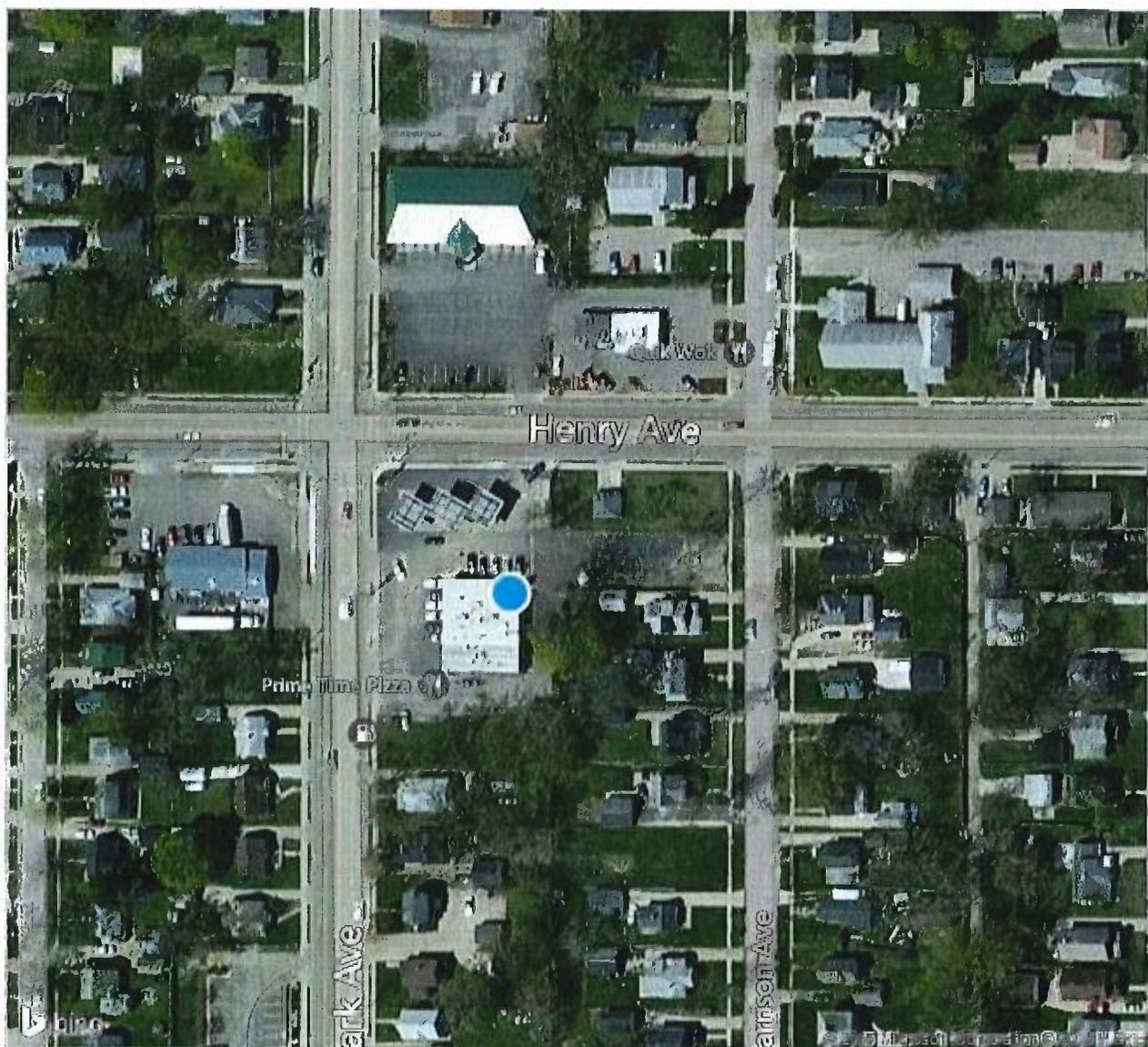
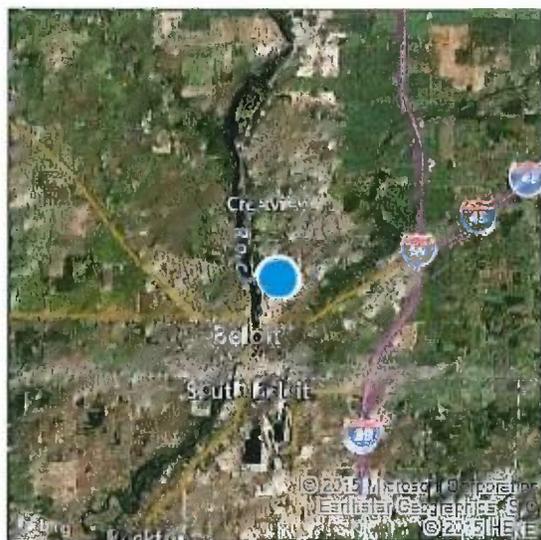
Wisconsin Department of Revenue



1771 Park Ave, Beloit, WI 53511

Park Avenue Mart is applying for a Class A beer license located at 1771 Park Avenue.

On the go? Use [m.bing.com](http://m.bing.com) to find maps, directions, businesses, and more



 Bird's eye view maps can't be printed, so another map view has been substituted.

## Elson, Judy

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**From:** Joel <joelpatch@charter.net>  
**Sent:** Tuesday, October 13, 2015 10:42 AM  
**To:** Elson, Judy  
**Subject:** Letter To Alcohol Beverage Committee  
**Attachments:** Harry Samra Letter To City of Beloit.pdf

Judy,

Enclosed is the letter that I would like to be presented to the committee tonight. I appreciate you printing this off for the members. Let me know if you have any questions. Thanks again!

Sincerely,

Joel Patch  
Commercial Property Group  
111 N. Main St. Suite 270  
Janesville, WI 53545  
p. (608) 554-2720  
f. (608) 756-4014

October 13, 2015

Fellow Committee Members,

This letter is in regards to a potential Class A liquor license for a remodeled gas station at 1771 Park Avenue. We do not represent any individuals for this property. We are simply giving our opinion as a citizens, a former councilor, and someone who knows the owner Mr. Samra.

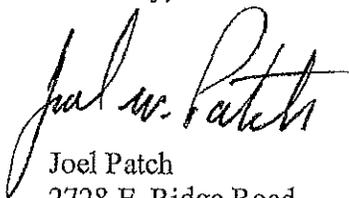
Currently Mr. Samra has 6 gas station / convenience store in our area that all have, at a minimum, beer licenses. Each location is very well run with many amenities. Many of the stores also have high end finishes as well. One of his other locations is located at 1407 Liberty Avenue.

Mr. Samra has been a City of Beloit resident for 11 years now and takes great pride in being a resident of Beloit. He is investing heavily in the Park Avenue location. Cleaning up a worn out corner at a very busy intersection. I hope you get the opportunity to stop by and see the changes.

For any gas station / convenience store, having a liquor license is important to improve the sales at their location. My hope is that the Committee will see the improvements being made and give the new owner the ability to make this location a successful business.

Thank you for your time. Please let us know if you have any questions or comments. We would like to hear from you.

Sincerely,

A handwritten signature in cursive script that reads "Joel Patch".

Joel Patch  
2728 E. Ridge Road  
Beloit, WI 53511  
(608) 751-5973

John Patch  
2516 Camelot Court  
Beloit, WI 53511  
(608) 751-1386

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CITY PLAN/ZONING

ENVIRONMENTAL/WASTEWATER

HEALTH DEPARTMENT

POLICE DEPARTMENT

FIRE DEPARTMENT

HOUSING SERVICES

a. Building Inspection

b. Property Maintenance

## ALCOHOLIC BEVERAGE NEIGHBORHOOD IMPACT COMMENT REPORT

An application has been filed for a Class "A" Beer License License with the City Clerk

By: **Park Avenue Mart, Inc. ~ Harjinder Samra, Agent**

Located at: **1771 Park Avenue**

Date: August 27, 2015

Notice of this application is being submitted to you for *comment*.

Please comment below and return to the City Clerk's Office by: **September 18, 2015**

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~~As the authority having jurisdiction we have no objections to this application and find  
the impact of this license would not effect the fire department negatively so long as  
the following conditions are met; 1. The vendor meets all applicable building and fire  
prevention life safety codes. 2. The vendor meets the time requirements of correction for  
any know noticed violation. 3. The vendor does not develop a history of habitual  
violation of the fire codes.~~

DATE: 8/31/15

SIGNED: 

CITY PLAN/ZONING

HEALTH DEPARTMENT

POLICE DEPARTMENT

ENVIRONMENTAL/WASTEWATER

FIRE DEPARTMENT

HOUSING SERVICES

a. Building Inspection

b. Property Maintenance

## ALCOHOLIC BEVERAGE NEIGHBORHOOD IMPACT COMMENT REPORT

An application has been filed for a Class "A" Beer with the City Clerk

By: Park Avenue Mart, Inc. – Harjinder "Harry" Samra, Agent

Located at: 1771 Park Avenue

Date: August 27, 2015

Notice of this application is being submitted to you for *comment*.

Please comment below and return to the City Clerk's Office by: September 18, 2015

No ISSUES

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DATE: 8-31-15

SIGNED: Mark R. Segerson

CITY PLAN/ZONING

ENVIRONMENTAL/WASTEWATER

HEALTH DEPARTMENT

POLICE DEPARTMENT

FIRE DEPARTMENT

HOUSING SERVICES

a. Building Inspection

b. Property Maintenance

## NEIGHBORHOOD IMPACT COMMENT REPORT

An application has been filed for a Class "A" Beer License License with the City Clerk's Office

By: Park Avenue Mart, Inc. ~ Harjinder Samra, Agent

Located at: 1771 Park Avenue

Date: August 27, 2015

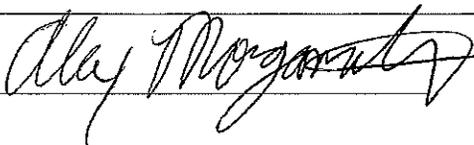
Notice of this application is being submitted to you for *comment*.

Please comment below and return to the City Clerk's Office by: **September 18, 2015**

**Note: Planning Department report should include if the property is meeting State Statute 125.68 (3) that the premise is not within 300 feet of the main entrance of any public or parochial school, hospital or church. (For liquor sales only)**

The subject property at 1771 Park Avenue is not within 300 feet of the main entrance of a public/parochial school, hospital, or church.

DATE: 08-28-15

SIGNED: 

CITY PLAN/ZONING

ENVIRONMENTAL/WASTEWATER

HEALTH DEPARTMENT

POLICE DEPARTMENT

FIRE DEPARTMENT

HOUSING SERVICES

a. Building Inspection

b. Property Maintenance

## ALCOHOLIC BEVERAGE NEIGHBORHOOD IMPACT COMMENT REPORT

An application has been filed for a Class "A" Beer License License with the City Clerk

By: **Park Avenue Mart, Inc. ~ Harjinder Samra, Agent**

Located at: **1771 Park Avenue**

Date: August 27, 2015

Notice of this application is being submitted to you for *comment*.

Please comment below and return to the City Clerk's Office by: **September 18, 2015**

No issues or concerns, thank you.

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DATE: 08/28/2015

SIGNED: Justin Presny

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Conditional Use Permit Application for property located at 1503 St Lawrence Avenue – Council Referral to the Plan Commission

**Date:** October 19, 2015

**Presenter(s):** Julie Christensen

**Department:** Community Development

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### Overview/Background Information:

Ramon Ortiz has filed an application for a Conditional Use Permit to open a church in an R-1B, Single-Family Residential District, for the property located at 1503 St. Lawrence Avenue in the City of Beloit. The applicant is seeking permission to operate the institution for the purpose of holding religious services.

### Key Issues:

- The applicant has proposed allowing him to operate a religious services institution on the first floor of the subject property.
- “Religious Services” is a Conditional Use in the R-1B Zoning District according to Section 6.1 of the Zoning Code.
- The applicant is in talks with owner of the building to lease the entire first floor, but is waiting on the outcome of the Conditional Use request before signing a contract.
- The building on the subject property consists of commercial space on the first floor and a one-unit residential space on the second floor.
- A Location & Zoning Map and the application are attached.

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### Conformance to Strategic Plan:

- Consideration of this request supports Strategic Goal #5.

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### Sustainability:

- **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

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### Action required/Recommendation:

- Referral to the Plan Commission for the October 21, 2015 meeting.
- This item will most likely return to the City Council for a public hearing and possible action on November 2, 2015.

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**Fiscal Note/Budget Impact:** N/A

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**Attachments:** Zoning and Location Map, Application

# Location & Zoning Map

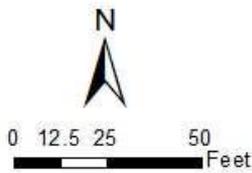
1503 St. Lawrence Avenue

CU-2015-10



## Legend

- COB Parcels
- 1503 St Lawrence Ave



## PLANNING AND BUILDING SERVICES DIVISION

Map prepared by: Alex Morganroth  
Date: September 2015  
For: City of Beloit,  
Planning & Building Services  
Date of Aerial Photography: April 2011

# CITY of BELOIT

## Planning and Building Services 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-2015-10

1. Address of subject property: 1503 St. Lawrence / McKinley

2. Legal description: \_\_\_\_\_

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

Property dimensions are: 126 feet by 60 feet = 7560 square feet.

If more than two acres, give area in acres: \_\_\_\_\_ acres.

3. Tax Parcel Number(s): 13420365

4. Owner of record: Kenneth + Karen Bach Phone: \_\_\_\_\_

4911 Whitcomb Dr Apt. 8 Madison WI 53711  
(Address) (City) (State) (Zip)

5. Applicant's Name: Ramon Ortiz

2885 1657 Milwaukee WI 53215  
(Address) (City) (State) (Zip)

(414) 628-1372 1 (414) 628-1372 1 ramon499@yahoo.com  
(Office Phone #) (Cell Phone #) (E-mail Address)

6. All existing use(s) on this property are: Commercial + Apts

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

A Conditional Use Permit for: Church Use  
\_\_\_\_\_ in a(n) \_\_\_\_\_ Zoning District.

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

Principal use: Religious Services

Secondary use: \_\_\_\_\_

Accessory use: \_\_\_\_\_

9. Project timetable: Start date: 12-01-2015 Completion date: \_\_\_\_\_

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: \_\_\_\_\_

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.

Kenneth C. Bach | KENNETH C. BACH | 1 9-15-2015  
(Signature of Owner) (Print name) (Date)

Ramon Ortiz | Ramon Ortiz | 1 9-15-2015  
(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 Planning and Building Services 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: 275.00 Meeting date: 10/21/15

No. of notices: \_\_\_\_\_ x mailing cost (\$0.50) = cost of mailing notices: \$ \_\_\_\_\_

Application accepted by: AEM Date: \_\_\_\_\_

**RESOLUTION  
AWARDING PUBLIC WORKS CONTRACT C15-21  
Rock River Bank Armoring**

**WHEREAS**, on October 9, 2015, seven competitive bids were received, the low bid being from Bjoin Limestone, Inc.; and

**WHEREAS**, Bjoin Limestone, Inc. is a qualified bidder.

**THEREFORE, BE IT RESOLVED** that Public Works Contract C15-21, Rock River Bank Armoring, is hereby awarded to Bjoin Limestone, Inc., Janesville, WI, in the following amounts:

Bjoin Limestone, Inc.  
7305 W. State Rd. 11  
Janesville, WI 53548

Base Bid	\$ 231,231.50
<u>Allowance for Change Orders and/or Extra Work</u>	<u>\$ 33,768.50</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 265,000.00</b>

**BE IT FURTHER RESOLVED** that the amount of \$265,000.00 is hereby funded as follows:

<b>94507640-4301-3595D Community Development Block Grant</b>	<b>\$ 265,000.00</b>
<b>TOTAL</b>	<b>\$ 265,000.00</b>

Dated at Beloit, Wisconsin this 19th day of October, 2015.

**City Council of the City of Beloit**

\_\_\_\_\_  
**Charles M. Haynes, President**

ATTEST:

\_\_\_\_\_  
Lorena Rae Stottler, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Award of Contract C15-21, Rock River Bank Armoring

**Date:** October 19, 2015

**Presenter(s):** Greg Boysen P.E., Public Works Director      **Department(s):** Public Works/ Engineering

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**Overview/Background Information:**

This project will install Rip Rap along the west bank of the Rock River from the dam to Liberty Avenue.

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**Key Issues (maximum of 5):**

1. Seven bids were received for this project. The low bid of \$231,231.50 was from Bjoin Limestone, Inc. and is 6.5% less than the engineer's estimate of \$247,401.78.
  2. Bjoin Limestone, Inc. is considered a responsible bidder for this project.
  3. The costs for this project are as follows: \$231,231.50 for construction, \$ 33,768.50 for Change Orders or extra work, for a total of \$265,000.00.
- 

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

1. **Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.**

This project will enhance the quality of life in Beloit by stabilizing the riverbank in Riverside Park West.

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**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 stabilized riverbank meets the present and future human needs by preserving the parklands and preventing erosion.
- 

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

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**Action required/Recommendation:**

The Engineering Division recommends awarding this Public Works Contract to Bjoin Limestone, Inc. in the amount of \$231,231.50.

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**Fiscal Note/Budget Impact:**

Funding is available from the Community Development Block Grant - Emergency Assistance Program.

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# CITY OF BELOIT

## DEPARTMENTAL CORRESPONDENCE

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**TO:** Mike Flesch  
**FROM:** Andy Hill, Project Engineer   
**DATE:** October 09, 2015  
**SUBJECT:** Bid Results for Contract C15-21  
Rock River Bank Armoring

Pursuant to advertisements placed September 25 and October 2, bids were received until 3:00 PM on October 9 for the Rock River Bank Armoring. A tabulation of bids is attached.

Seven bids were received for this project as follows:

1. <b>Bjoin Limestone, Inc.</b>	<b>Janesville</b>	<b>\$ 231,231.50 *Low</b>
Engineer's Estimate		\$ 247,401.78
2. <b>Corporate Contractors, Inc.</b>	<b>Beloit</b>	<b>\$ 279,837.00</b>
3. <b>R.G.Huston Co. Inc.</b>	<b>Cottage Grove</b>	<b>\$ 312,824.40</b>
4. <b>E.N. Hughes Co.</b>	<b>Monroe</b>	<b>\$ 319,648.00</b>
5. <b>Maddrell Excavating, LLC</b>	<b>Monroe</b>	<b>\$ 320,706.20</b>
6. <b>Michael's Civil &amp; Materials</b>	<b>Brownsville</b>	<b>\$ 369,455.80</b>
7. <b>Native Construction</b>	<b>Kansasville</b>	<b>\$ 398,590.00</b>

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

I recommend that the contract be awarded to Bjoin Limestone, Inc. of Janesville. The following is a breakdown of the proposed project cost:

### COSTS

Bjoin Limestone, Inc.	\$ 231,231.50
Allowance for Change Orders and/or Extra Work	<u>\$ 33,768.50</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 265,000.00</b>

### PROJECT INFORMATION

This project will install Rip Rap along the west bank of the Rock River from the dam to Liberty Avenue.

**Tabulation of Bids  
Contract C15-21  
Rock River Bank Armoring  
Bids Opened October 9, 3:00 PM**

Item No.	Bid Item Description	Quantity	Unit	Engineer's Estimate		Bejoin Limestone, Inc. Janesville		Corporate Contractors, Inc. Beloit	
				Price	Extended	Price	Extended	Price	Extended
1	Turbidity Barrier	2,040	LF	\$14.08	\$28,723.20	\$10.90	\$22,236.00	\$13.25	\$27,030.00
2	Danger Buoys (40' spacing)	51	Each	\$199.80	\$10,189.80	\$100.00	\$5,100.00	\$190.00	\$9,690.00
3	Tracking Pad	3	Each	\$2,106.00	\$6,318.00	\$600.00	\$1,800.00	\$1,795.00	\$5,385.00
4	Clear and Grub existing trees and shrubs	1	Lump Sum	\$2,268.00	\$2,268.00	\$13,750.00	\$13,750.00	\$20,945.00	\$20,945.00
5	Excavation Common - Includes root balls, existing concrete removal, and offsite disposal	40	CY	\$21.06	\$842.40	\$75.00	\$3,000.00	\$68.95	\$2,758.00
<b>Quarry Products</b>									
6	Medium Rip Rap	1,100	CY	\$73.00	\$80,300.00	\$48.90	\$53,790.00	\$67.00	\$73,700.00
7	2" Clean Stone	40	Ton	\$11.88	\$475.20	\$12.50	\$500.00	\$34.80	\$1,392.00
8	Extra Heavy Rip Rap (for toe anchor)	600	CY	\$73.00	\$43,800.00	\$52.00	\$31,200.00	\$78.26	\$46,956.00
9	Imported screened topsoil, layer 4 inches thick	4,400	SY	\$1.35	\$5,940.00	\$3.25	\$14,300.00	\$3.00	\$13,200.00
<b>Roll Products</b>									
10	Geotextile Fabric Type HR	2,500	SY	\$2.65	\$6,625.00	\$2.80	\$7,000.00	\$2.70	\$6,750.00
11	Class II Urban Type C Erosion Control Blanket (Dekowe 700)	4,400	SY	\$3.51	\$15,444.00	\$4.75	\$20,900.00	\$3.75	\$16,500.00
<b>Improvements</b>									
12	Asphalt Path Repair	1,038	SY	\$19.71	\$20,458.98	\$27.25	\$28,285.50	\$24.50	\$25,431.00
13	Sawcutting	20	LF	\$2.16	\$43.20	\$3.50	\$70.00	\$25.00	\$500.00
<b>Landscape</b>									
14	Nyssa Sylvatica, Black Tupelo, 2" DBH B&B	2	Each	\$540.00	\$1,080.00	\$700.00	\$1,400.00	\$435.00	\$870.00
15	Acer Saccharum - Sugar Maple, 2.5" DBH	3	Each	\$540.00	\$1,620.00	\$700.00	\$2,100.00	\$435.00	\$1,305.00
16	Fagus Grandifolia - American Beech, 2.5" DBH	2	Each	\$648.00	\$1,296.00	\$700.00	\$1,400.00	\$435.00	\$870.00
17	Salix Sepulcralis - Weeping Willow	1	Each	\$1,890.00	\$1,890.00	\$700.00	\$700.00	\$305.00	\$305.00
18	Quercus Alba - White Oak, 2" DBH B&B	2	Each	\$1,026.00	\$2,052.00	\$700.00	\$1,400.00	\$435.00	\$870.00
19	Native Seed Mix	2,200	SY	\$2.16	\$4,752.00	\$3.50	\$7,700.00	\$2.70	\$5,940.00
20	Seed Lawn Restoration - 6 lbs per 1000 sf	2,200	SY	\$1.62	\$3,564.00	\$2.50	\$5,500.00	\$1.95	\$4,290.00
<b>Maintenance</b>									
21	Goose exclusion (snow) fencing	4,000	LF	\$2.16	\$8,640.00	\$2.20	\$8,800.00	\$2.70	\$10,800.00
22	Keep Out Sign	10	Each	\$108.00	\$1,080.00	\$30.00	\$300.00	\$435.00	\$4,350.00
<b>Total Proposal</b>				<b>\$247,401.78</b>		<b>\$231,231.50</b>		<b>\$279,837.00</b>	

**Tabulation of Bids  
Contract C15-21  
Rock River Bank Armoring  
Bids Opened October 9, 3:00 PM**

Item No.	Bid Item Description	Quantity	Unit	R.G.Huston Co. Inc.		Cottage Grove		E.N. Hughes Co.		Monroe		Maddrell Excavating, LLC		Monroe	
				Price	Extended	Price	Extended	Price	Extended	Price	Extended				
1	Turbidity Barrier	2,040	LF	\$15.10	\$30,804.00	\$17.45	\$35,598.00	\$14.00	\$28,560.00	\$14.00	\$28,560.00	\$14.00	\$28,560.00	\$14.00	\$28,560.00
2	Danger Buoys (40' spacing)	51	Each	\$195.00	\$9,945.00	\$276.00	\$14,076.00	\$180.00	\$9,180.00	\$180.00	\$9,180.00	\$180.00	\$9,180.00	\$180.00	\$9,180.00
3	Tracking Pad	3	Each	\$1,585.00	\$4,755.00	\$1,211.00	\$3,633.00	\$950.00	\$2,850.00	\$950.00	\$2,850.00	\$950.00	\$2,850.00	\$950.00	\$2,850.00
4	Clear and Grub existing trees and shrubs	1	Lump Sum	\$29,118.00	\$29,118.00	\$33,485.00	\$33,485.00	\$62,000.00	\$62,000.00	\$62,000.00	\$62,000.00	\$62,000.00	\$62,000.00	\$62,000.00	\$62,000.00
5	Excavation Common - Includes root balls, existing concrete removal, and offsite disposal	40	CY	\$127.50	\$5,100.00	\$82.00	\$3,280.00	\$56.00	\$2,240.00	\$56.00	\$2,240.00	\$56.00	\$2,240.00	\$56.00	\$2,240.00
<b>Quarry Products</b>															
6	Medium Rip Rap	1,100	CY	\$72.30	\$79,530.00	\$64.50	\$70,950.00	\$57.00	\$62,700.00	\$57.00	\$62,700.00	\$57.00	\$62,700.00	\$57.00	\$62,700.00
7	2" Clean Stone	40	Ton	\$32.80	\$1,312.00	\$108.00	\$4,320.00	\$18.00	\$720.00	\$18.00	\$720.00	\$18.00	\$720.00	\$18.00	\$720.00
8	Extra Heavy Rip Rap (for toe anchor)	600	CY	\$75.20	\$45,120.00	\$90.50	\$54,300.00	\$75.00	\$45,000.00	\$75.00	\$45,000.00	\$75.00	\$45,000.00	\$75.00	\$45,000.00
9	Imported screened topsoil, layer 4 inches thick	4,400	SY	\$5.90	\$25,960.00	\$3.26	\$14,344.00	\$5.85	\$25,740.00	\$5.85	\$25,740.00	\$5.85	\$25,740.00	\$5.85	\$25,740.00
<b>Roll Products</b>															
10	Geotextile Fabric Type HR	2,500	SY	\$3.20	\$8,000.00	\$4.60	\$11,500.00	\$3.10	\$7,750.00	\$3.10	\$7,750.00	\$3.10	\$7,750.00	\$3.10	\$7,750.00
11	Class II Urban Type C Erosion Control Blanket (Dekowe 700)	4,400	SY	\$4.50	\$19,800.00	\$3.89	\$17,116.00	\$4.29	\$18,876.00	\$4.29	\$18,876.00	\$4.29	\$18,876.00	\$4.29	\$18,876.00
<b>Improvements</b>															
12	Asphalt Path Repair	1,038	SY	\$22.80	\$23,666.40	\$26.00	\$26,988.00	\$22.90	\$23,770.20	\$22.90	\$23,770.20	\$22.90	\$23,770.20	\$22.90	\$23,770.20
13	Sawcutting	20	LF	\$11.20	\$224.00	\$3.50	\$70.00	\$3.00	\$60.00	\$3.00	\$60.00	\$3.00	\$60.00	\$3.00	\$60.00
<b>Landscape</b>															
14	Nyssa Sylvatica, Black Tupelo, 2" DBH B&B	2	Each	\$600.00	\$1,200.00	\$443.00	\$886.00	\$725.00	\$1,450.00	\$725.00	\$1,450.00	\$725.00	\$1,450.00	\$725.00	\$1,450.00
15	Acer Saccharum - Sugar Maple, 2.5" DBH	3	Each	\$600.00	\$1,800.00	\$450.00	\$1,350.00	\$550.00	\$1,650.00	\$550.00	\$1,650.00	\$550.00	\$1,650.00	\$550.00	\$1,650.00
16	Fagus Grandifolia - American Beech, 2.5" DBH	2	Each	\$600.00	\$1,200.00	\$450.00	\$900.00	\$900.00	\$1,800.00	\$900.00	\$1,800.00	\$900.00	\$1,800.00	\$900.00	\$1,800.00
17	Salix Sepulcralis - Weeping Willow	1	Each	\$600.00	\$600.00	\$322.00	\$322.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
18	Quercus Alba - White Oak, 2" DBH B&B	2	Each	\$750.00	\$1,500.00	\$450.00	\$900.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
19	Native Seed Mix	2,200	SY	\$2.80	\$6,160.00	\$2.80	\$6,160.00	\$1.60	\$3,520.00	\$1.60	\$3,520.00	\$1.60	\$3,520.00	\$1.60	\$3,520.00
20	Seed Lawn Restoration - 6 lbs per 1000 sf	2,200	SY	\$2.40	\$5,280.00	\$2.10	\$4,620.00	\$1.45	\$3,190.00	\$1.45	\$3,190.00	\$1.45	\$3,190.00	\$1.45	\$3,190.00
<b>Maintenance</b>															
21	Goose exclusion (snow) fencing	4,000	LF	\$2.40	\$9,600.00	\$2.85	\$11,400.00	\$3.90	\$15,600.00	\$3.90	\$15,600.00	\$3.90	\$15,600.00	\$3.90	\$15,600.00
22	Keep Out Sign	10	Each	\$215.00	\$2,150.00	\$345.00	\$3,450.00	\$265.00	\$2,650.00	\$265.00	\$2,650.00	\$265.00	\$2,650.00	\$265.00	\$2,650.00
<b>Total Proposal</b>				<b>\$312,824.40</b>		<b>\$319,648.00</b>		<b>\$320,706.20</b>		<b>\$320,706.20</b>		<b>\$320,706.20</b>		<b>\$320,706.20</b>	

**Tabulation of Bids  
Contract C15-21  
Rock River Bank Armoring  
Bids Opened October 9, 3:00 PM**

Item No.	Bid Item Description	Quantity	Unit	Michael's Civil & Materials	Brownsville	Native Construction	Kansasville
				Price	Extended	Price	Extended
1	Turbidity Barrier	2,040	LF	\$11.33	\$23,113.20	\$16.00	\$32,640.00
2	Danger Buoys (40' spacing)	51	Each	\$325.28	\$16,589.28	\$60.00	\$3,060.00
3	Tracking Pad	3	Each	\$4,603.73	\$13,811.19	\$2,000.00	\$6,000.00
4	Clear and Grub existing trees and shrubs	1	Lump Sum	\$12,636.99	\$12,636.99		
5	Excavation Common - Includes root balls, existing concrete removal, and offsite disposal	40	CY	\$235.18	\$9,407.20	\$400.00	\$16,000.00
<b>Quarry Products</b>							
6	Medium Rip Rap	1,100	CY	\$99.79	\$109,769.00	\$120.00	\$132,000.00
7	2" Clean Stone	40	Ton	\$68.32	\$2,732.80	\$30.00	\$1,200.00
8	Extra Heavy Rip Rap (for toe anchor)	600	CY	\$104.12	\$62,472.00	\$140.00	\$84,000.00
9	Imported screened topsoil, layer 4 inches thick	4,400	SY	\$3.36	\$14,784.00	\$4.00	\$17,600.00
<b>Roll Products</b>							
10	Geotextile Fabric Type HR	2,500	SY	\$1.44	\$3,600.00	\$3.00	\$7,500.00
11	Class II Urban Type C Erosion Control Blanket (Dekowe 700)	4,400	SY	\$4.38	\$19,272.00	\$5.00	\$22,000.00
<b>Improvements</b>							
12	Asphalt Path Repair	1,038	SY	\$22.92	\$23,790.96	\$45.00	\$46,710.00
13	Sawcutting	20	LF	\$13.23	\$264.60	\$4.00	\$80.00
<b>Landscape</b>							
14	Nyssa Sylvatica, Black Tupelo, 2" DBH B&B	2	Each	\$1,481.87	\$2,963.74	\$350.00	\$700.00
15	Acer Saccharum - Sugar Maple, 2.5" DBH	3	Each	\$1,048.01	\$3,144.03	\$350.00	\$1,050.00
16	Fagus Grandifolia - American Beech, 2.5" DBH	2	Each	\$1,185.89	\$2,371.78	\$350.00	\$700.00
17	Salix Sepulcralis - Weeping Willow	1	Each	\$700.89	\$700.89	\$350.00	\$350.00
18	Quercus Alba - White Oak, 2" DBH B&B	2	Each	\$1,481.87	\$2,963.74	\$350.00	\$700.00
19	Native Seed Mix	2,200	SY	\$1.77	\$3,894.00	\$2.50	\$5,500.00
20	Seed Lawn Restoration - 6 lbs per 1000 sf	2,200	SY	\$1.77	\$3,894.00	\$1.50	\$3,300.00
<b>Maintenance</b>							
21	Goose exclusion (snow) fencing	4,000	LF	\$9.26	\$37,040.00	\$4.00	\$16,000.00
22	Keep Out Sign	10	Each	\$24.04	\$240.40	\$150.00	\$1,500.00
<b>Total Proposal</b>					<b>\$369,455.80</b>	<b>\$398,590.00</b>	



# **Beloit Transit Development Plan**

## **Final Report**

**October 2015**





## **Disclaimer**

The Beloit Transit Development Plan was developed for the Beloit Transit System, a division of the City of Beloit, with funding administered through the Stateline Area Transportation Study (SLATS). SLATS is the Metropolitan Planning Organization federally recognized to coordinate and conduct transportation planning for the Beloit Urbanized Area as designated by the US Census Bureau.

This plan was prepared with Federal Funds, but does not necessarily reflect the official views or policy of the U.S. Department of Transportation.

The Beloit Transit Development Plan was accepted by Beloit City Council on **October XX, 2015**.

## **Beloit City Council**

Chuck Haynes, President

Sheila De Forest, Vice President

Regina D. Hendrix

Ana Kelly

Charles T. Kincaid

David F. Luebke

Marilyn Sloniker

## Acknowledgements

### Project Team

James Gamez, Nelson\Nygaard Consulting Associates

Victor Stover, Nelson\Nygaard Consulting Associates

Thomas Wittmann, Nelson\Nygaard Consulting Associates

Michelle Gavin, Beloit Transit System

### Project Stakeholders

*Special thanks to community members who participated in stakeholder discussions and provided invaluable information during plan development.*

Gary Bersell, KANDU Industries

Regina Dunkin, Merrill Community Center

Tammy DeGarmo, Project 16:49

Donna Goldsmith, Rock-Walworth Comprehensive Family Services Head Start

Patty Hansberry, Retired and Senior Volunteer Program of Rock County

Marline Holmes, Women's Fund of the Stateline Community Foundation

Steve Howland, Interested Citizen

Jeff Hoyt, Hands of Faith

Charles T. Kincaid, Beloit City Council

Sandra Kincaid, Women's Fund of the Stateline Community Foundation

Janelle Marotz, School District of Beloit

Stacy Nemetz, School District of Beloit

Cecilia Ramirez, Latino Service Providers Coalition

Travis Schueler, Rock Valley Community Programs

Robin Stuht, School District of Beloit

Carol Wickersham, Duffy Community Partnerships

Shirley Williams, Interested Citizen

### SLATS Staff

T.J. Nee, Stateline Area Transportation Study

Jason Dupuis, City of Beloit

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# 1 EXECUTIVE SUMMARY

## INTRODUCTION

Beloit Transit System (BTS) is a division of the City of Beloit that provides fixed-route bus service. The Beloit Transfer Center, located southwest of downtown Beloit and east of the Rock River, serves as the system hub for four routes operating on weekdays and Saturdays. BTS and the Janesville Transit System jointly operate an intercity route that connects Beloit, Janesville, and intermediate destinations on weekdays. BTS also operates supplemental bus service to select local public schools that coincide with school start and end times.

In August 2010, BTS local route schedules were adjusted from 30 to 40 minutes to reflect travel times that had increased over time. While system ridership initially declined following the schedule adjustments, ridership has gradually increased while service levels have remained constant, indicating an increased demand for transit service within Beloit.

The City of Beloit Comprehensive Plan is supportive of transit and includes the following policy: “Continue to promote the use of the City’s bus system and explore new bus routes to serve future development and existing developed areas which are underserved.”

In an effort to meet these goals and conduct a comprehensive evaluation of existing BTS service, a Transit Development Plan (TDP) was initiated in November 2014. The TDP will cover the five year planning horizon from 2016-2020 and updates the 2011 TDP developed by BTS staff.

The Beloit TDP will serve as a blueprint for improving bus service and expanding BTS in a logical and cost-effective manner as funding becomes available. Recommendations included in this report are expected to:

- Increase customer satisfaction by reducing transfers and travel time
- Attract new riders by simplifying routes and expanding schedules
- Improve access to jobs, education, and shopping destinations
- Make efficient use of limited BTS resources by reallocating service to high demand areas
- Enhance operational safety and improve customer access at key boarding locations
- Set BTS on a path for sustainable growth and increased community support

## PLAN DEVELOPMENT

Beloit Transit System and Stateline Area Transportation Study (SLATS) staff were closely involved throughout this process. The following summaries include key tasks and identify important findings for each phase of the planning process.

### Comprehensive Service Evaluation

The initial phase of the study included a comprehensive evaluation of the entire transit system and service area to identify strengths, weaknesses, and opportunities for improvement. Socio-economic and demographic characteristics of the Beloit area were analyzed to identify concentrations of high transit demand. Employment characteristics were also examined. Ridership for each route, trip, and bus stop in the system was collected and evaluated to measure the existing service performance. The evaluation process also included extensive field work in which each bus route was reviewed.

A number of important findings were identified during the comprehensive service evaluation process:

- On-time performance issues on Route 3 are negatively impacting the entire system
- Most customers traveling to destinations near the intersection of Cranston & Milwaukee must transfer
- The indirect nature of several routes results in inconvenient travel times
- The current system design forces many customers to transfer to reach their destination
- Choice riders (transit users with regular access to alternate means of transportation, typically a automobile) constitute a minimal percentage of total riders
- Increased service span and Sunday service are the most common customer requests

### Community Engagement

An extensive outreach effort engaged the community and helped determine the needs and preferences of customers. This phase of the project included customer surveys administered on buses and then made available online, interviews conducted with BTS bus operators, discussions with community stakeholders, and open house public meetings held at the Beloit Transfer Center and Beloit Public Library.

The following comments were expressed throughout the community engagement process:

- Later service is needed for employees with evening/night shifts
- The cost of transit fares is an issue for many customers
- Existing service is reliable yet inconvenient in terms of speed and directness
- Opportunities exist to improve route and schedule information

Information obtained throughout the community engagement effort was utilized by the consultant team to refine service alternatives and develop final recommendations.

## **Service Recommendations**

Findings from the comprehensive service evaluation and community engagement effort were summarized in an existing conditions report that served as a basis for service recommendations.

Service recommendations are divided into two categories:

- Route design improvements (Phase 1)
- System service expansion (Phase 2-5)

Route design improvements include a series of changes that improve service to major destinations, such as Eclipse Center, Beloit Public Library, Walmart, Beloit Memorial High School, Beloit Learning Academy, Beloit Clinic, and Beloit Memorial Hospital. Route improvements are intended to reduce out-of-direction travel and simplify service for existing and potential customers. Recommendations also seek to focus service along major corridors and high ridership residential areas to maximize the efficient use of limited resources. Route changes are a significant departure from existing loop-route system yet are cost-neutral in terms of revenue hours and peak vehicles.

System expansion recommendations are intended to build upon restructure recommendations and require additional funding. System expansion recommendations include the extension of weekday operating hours, increased Saturday service, the addition of Sunday service, and a potential partnership with regional entities to implement a new route connecting Beloit, to urbanized areas of northern Winnebago County, and Rockford.

## **Report Organization**

The Final Report consists of fourteen chapters, which are summarized below.

- Chapter 1 summarizes the TDP process and objectives.
- Chapter 2 evaluates socio-economic and demographic conditions within the Beloit Transit service area to better understand transit demand and service gaps.
- Chapter 3 summarizes relevant transportation plans.
- Chapter 4 provides a detailed assessment of each BTS route.
- Chapter 5 consists of detailed profiles that describe service characteristics, ridership patterns, and on-time performance of each route.
- Chapter 6 summarizes school tripper service operated by BTS.
- Chapter 7 provides an overview of feedback obtained by bus operators during interview sessions held at the start of the project.
- Chapter 8 summarizes community feedback obtained through an on-board survey, stakeholder discussions, two open house public meetings, and an online survey.
- Chapter 9 includes a review of peer transit systems.
- Chapter 10 outlines detailed service recommendations.
- Chapter 11 consists of a financial plan for operational and capital needs.
- Chapter 12 provides an overview of potential future service expansions.
- Chapter 13 consists of performance metrics to be utilized regularly to monitor service effectiveness.
- Chapter 14 includes bus stop guidelines to ensure adequate spacing and placement.

## 2 DEMOGRAPHIC AND ECONOMIC ANALYSIS

This section focuses on demographic and economic characteristics that affect transit usage in Beloit. The evaluation includes:

- Population and employment densities
- Senior population (age 65 and over)
- Youth population (ages 10 to 17)
- Low income population
- Population in poverty
- Households without access to a vehicle

### POPULATION AND EMPLOYMENT DENSITY

#### Population Density

The distribution and density of population is among the most important factors influencing the viability of transit service because nearly all transit trips require walking to/from the bus on at least one end of the trip. Higher density communities have more people within walking distance of common corridors that might support transit. Together with employment density, population density will determine the success of transit more than any other factor.

The ample population in densely developed areas produces demand for frequent service that increases the attractiveness of transit for riders. However, in less densely developed areas, the overall demand is lower and, consequently, service levels tend to be lower.

Data from the 2010 U.S. Census has been mapped at the block level to illustrate the distribution of population throughout the Beloit area (see Figure 1).

- The most significant population clusters in the BTS service area are on the Beloit College Campus and to the west across the Rock River, with many of the blocks having 16+ people per acre. These areas are well served by several BTS routes.
- There is also significant population density to the north of downtown Beloit and south of Cranston Rd, particularly along Wisconsin Ave. This population cluster is primarily served by Route 3.
- The edge of Beloit, especially to the east, north, and west, has low population densities. Where there are moderate population densities on the peripheries, BTS service is currently provided by at least one route respectively.

## Employment Density

Employment is especially important in travel markets because traveling to and from work often accounts for the singular most frequent type of trip. Therefore, understanding the distribution and density of employment is critical to transit service design. Transit that serves areas of high employment density provides key connections to job opportunities.

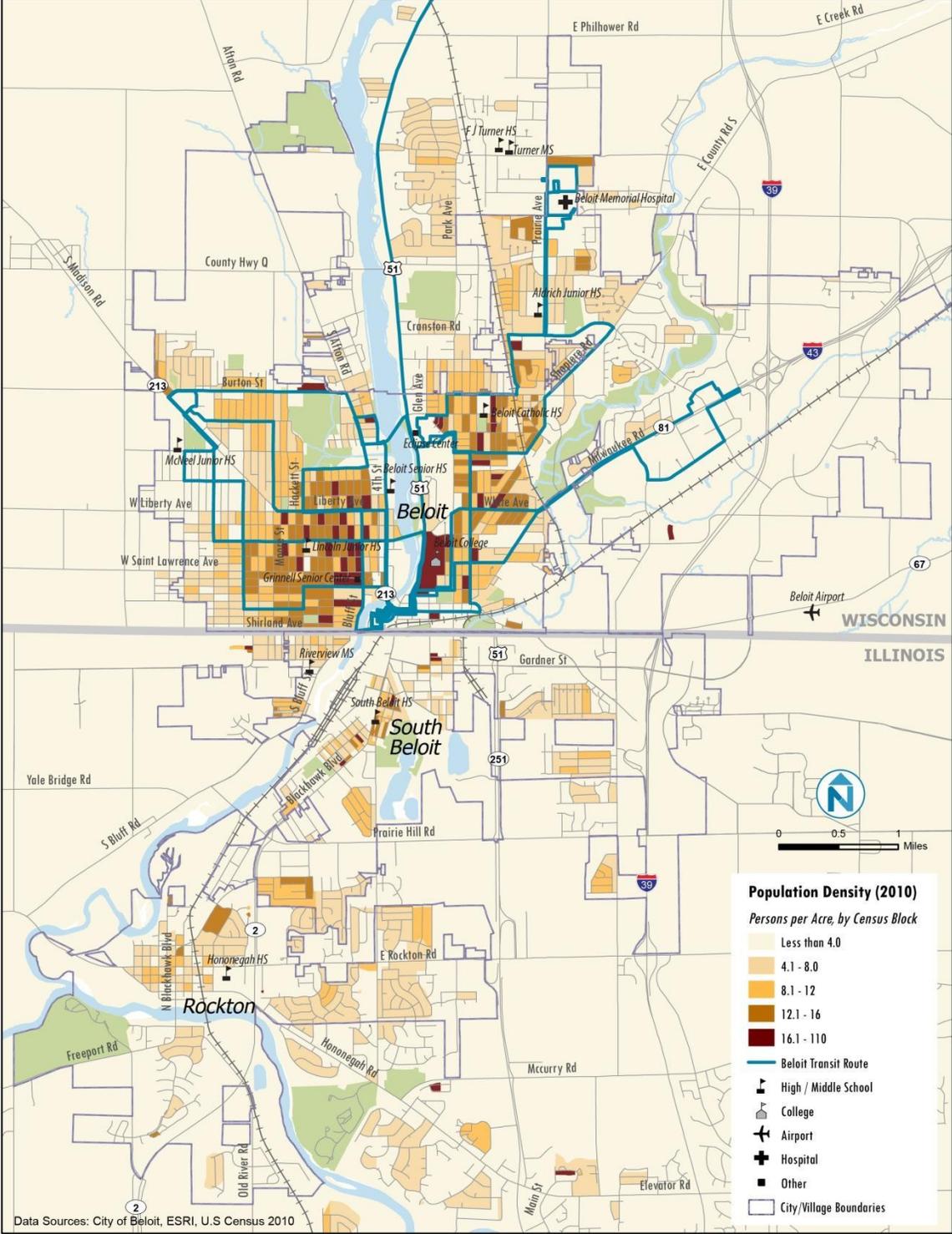
Data from the 2010 U.S. Census LEHD Origin-Destination Employment Statistics was mapped to display employment density at the block level as shown in Figure 2. Several findings are apparent:

- The most significant employment density is found near Downtown Beloit, which is well served by BTS.
- Outside of downtown Beloit, much of the employment density is on the edge of town. Major employers include the Beloit Memorial Hospital to the north, Woodman's Food Market to the west, and newer commercial developments along Milwaukee Rd to the east, including the Walmart Supercenter.
- In general, the moderate to high employment clusters are served by BTS routes either directly, or within a short walking distance. There are some significant employers on the east side of Beloit, including Staples Fulfillment Center and Kettle Foods manufacturing facility, which are not served. These do not appear as high employment density areas on the map because the areas surrounding these facilities have no employment, which reduces the overall density.

As a supplement to the employment density data, major employers of greater Beloit are included in Figure 3. Beloit Health System is the largest employer, followed by School District of Beloit and Taylor Company.

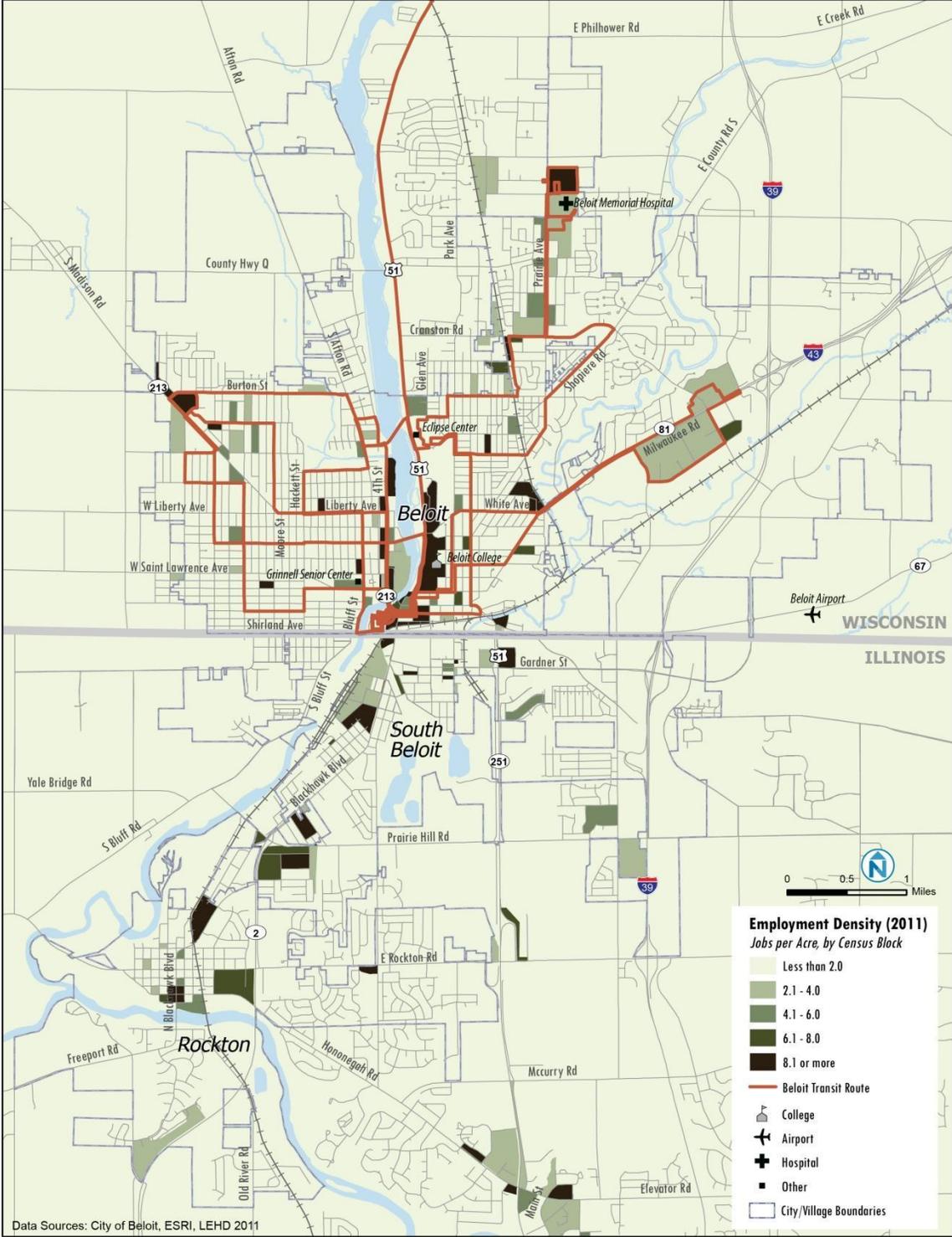
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**Figure 1 Population Density (2010)**



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**Figure 2 Employment Density (2010)**



**Figure 3 Major Employers in Greater Beloit**

Employer	Product or Service	Number of Employees
Beloit Health System	Medical Services	1,550
School District of Beloit	Public Education Grades K-12	1,006
Taylor Company	Food Service Industry	750
Birds Eye	Frozen Food Specialty Manufacturer	726
Kerry Americas	Dehydrated Food Products	690
Frito-Lay	Snack Foods	685
City of Beloit	Municipal Services	475
Beloit College	4-year Liberal Arts College	413
ABC Supply Co.	Roofing, Siding and Building Products	406
Fairbanks Morse Engines	Diesel Engines & Accessories	373
Walmart Super Store	Retail Department Store	300
Hormel Foods	Canned Meat Products	300
Ecolab, Inc.	Disinfectants and Germicides Manufacturer	280
School District of Beloit Turner	Public Education Grades K-12	225
Staples Fulfillment Center	Office Supply Distributor	220
Serta Mattress Co.	Mattresses	210
Scot Forge	Iron/Steel Forgings Manufacturer	201
Axiom Foods	Food Products-Machinery Manufacturers	174
First National Bank & Trust Co.	Financial Institution	166
Beloit Health & Rehabilitation	Skilled Nursing Care & Short-term Rehabilitation	164
Woodman's Food Market	Supermarket	160
Durst-Mastergear	Motor and Generator Manufacturer	150
Diamond Foods Inc.	Potato Chip Manufacturer	146
Morse Group/Amp Electric	Electrical Contracting Firm	140
Alliant Energy	Utility service provider	137
Valmet	Paper Mill Supplies Manufacturer	120
Paperchine	Paper Mill Machinery Manufacturer	110
Regal	Cutting tools/Power trans equipment	100
Cotta Transmission	Transmission and gearbox Designer and Manufacturer	85
Dupont	Develops and markets enzymes	80
Community Health Systems	Medical Services	72
Avid Pallet Services, LLC	Manufacturer/distributor of pallets and lumber products	72
Beloit Daily News	Media Newspaper	47
Wisconsin Knife Works	Cutting Tools	39

## DEMOGRAPHIC CHARACTERISTICS

### Senior Population Density

Older adults (those 65 years and older) are more likely to use transit than the general population because they are more likely to have chosen to stop driving or can no longer drive. Throughout the country, this is a key market for transit, in part because it is increasing so dramatically. In 2000, 35 million Americans were age 65 and over, or 12.4% of the total population. By 2010, that number had grown to 40 million, or 13.0% of the total population. This trend is expected to continue and accelerate as the Census Bureau projects this group will jump to 70 million people by 2030 and represent 20% of the total population. Understanding the distribution of older adults is therefore important in identifying areas of more transit-dependent riders.

Data from the U.S. 2010 Census was used to map individuals aged 65+ by census block. Figure 4 shows the geographic distribution of these older adults throughout the Beloit area. A number of findings are apparent:

- The senior population in Beloit is fairly evenly distributed throughout the city. That said, there are high concentrations on the west, north, and northwest sides of Beloit.
- The senior population is generally served by current BTS service, with most of the living in blocks that are directly served by at least one route.
- Moderately high populations of seniors live north of Beloit, to the east of Riverside Dr, but are adjacently served by the Beloit-Janesville Express.

### Youth Population Density

Data from the U.S. 2010 Census was used to map individuals aged 10 to 17 (youths) by census block. Figure 5 shows the geographic distribution of these older adults throughout the Beloit area. A number of findings are apparent:

- Most of the youth population in Beloit lives in or near the city core, with large populations to the west of Rock River between Olympian, 4<sup>th</sup> Street, Shirland, and Hackett. and east of Rock River in the vicinity of Wisconsin Ave between Henry and White. These areas are well served by current BTS routes.

### Low-Income Population

Data from the U.S. Census' American Community Survey 5-Year Estimates 2008-2012 was used to map median household income at the census block group unit of analysis. Figure 6 shows the geographic distribution of these household incomes throughout the Beloit area. A number of findings are apparent:

- Much of the city of Beloit has an average median household income of \$20,001-40,000.
- The area around Beloit College has the lowest median household income at less than \$20,000 due to the high concentration of students.
- Median incomes increase the further one gets from the core of Beloit.

More than any other demographic group, low-income status is the strongest indicator of a higher-than-average propensity to use transit. This is primarily because as income falls, the cost of owning and using a private vehicle becomes more burdensome, which makes transit a more

attractive option. For this reason, it is important to understand the geographic distribution of low income individuals in the travel market.

## Poverty Status

Poverty status data from the U.S. Census' American Community Survey 5-Year Estimates 2008-2012 was used to define and identify low income individuals. Because disposable income is largely a factor of household size and household income, the U.S. Census considers household income and the number of members in the household in classifying a household's poverty status. The distribution of individuals with low incomes (those living in a household considered in poverty by the Census), is shown in Figure 7. A number of findings are apparent:

- Much of the poverty in Beloit is concentrated to the west and northeast of downtown Beloit, and to a slightly lesser degree downtown, to the southwest, and north. These areas are well served by multiple BTS routes.
- While there are gaps outside of the city of Beloit, most of the population living in poverty is currently served by the BTS system.

## Vehicle Availability

For self-evident reasons, individuals without access to a vehicle represent a particularly strong market for transit. Identifying households without access to a vehicle helps in identifying areas that are likely to have a significant number of transit-dependent riders.

Data from the U.S. Census' American Community Survey 5-Year Estimates 2008-2012 was used to identify households who do not have regular access to a vehicle. The geographic unit of analysis for this data is the census block group.

A number of findings are apparent in Figure 8:

- Most of the zero vehicle households are located near downtown Beloit. These areas are currently served by the BTS.
- In northwest and north Beloit, and just southwest of the city, there are moderate levels of households without access to an automobile. Nearly all households within the city of Beloit are directly served by BTS service. While BTS service is not provided across the border in Illinois, it is a relatively close walking distance to BTS service.

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**Figure 4 Senior Population Density (65 or Older) - 2010**

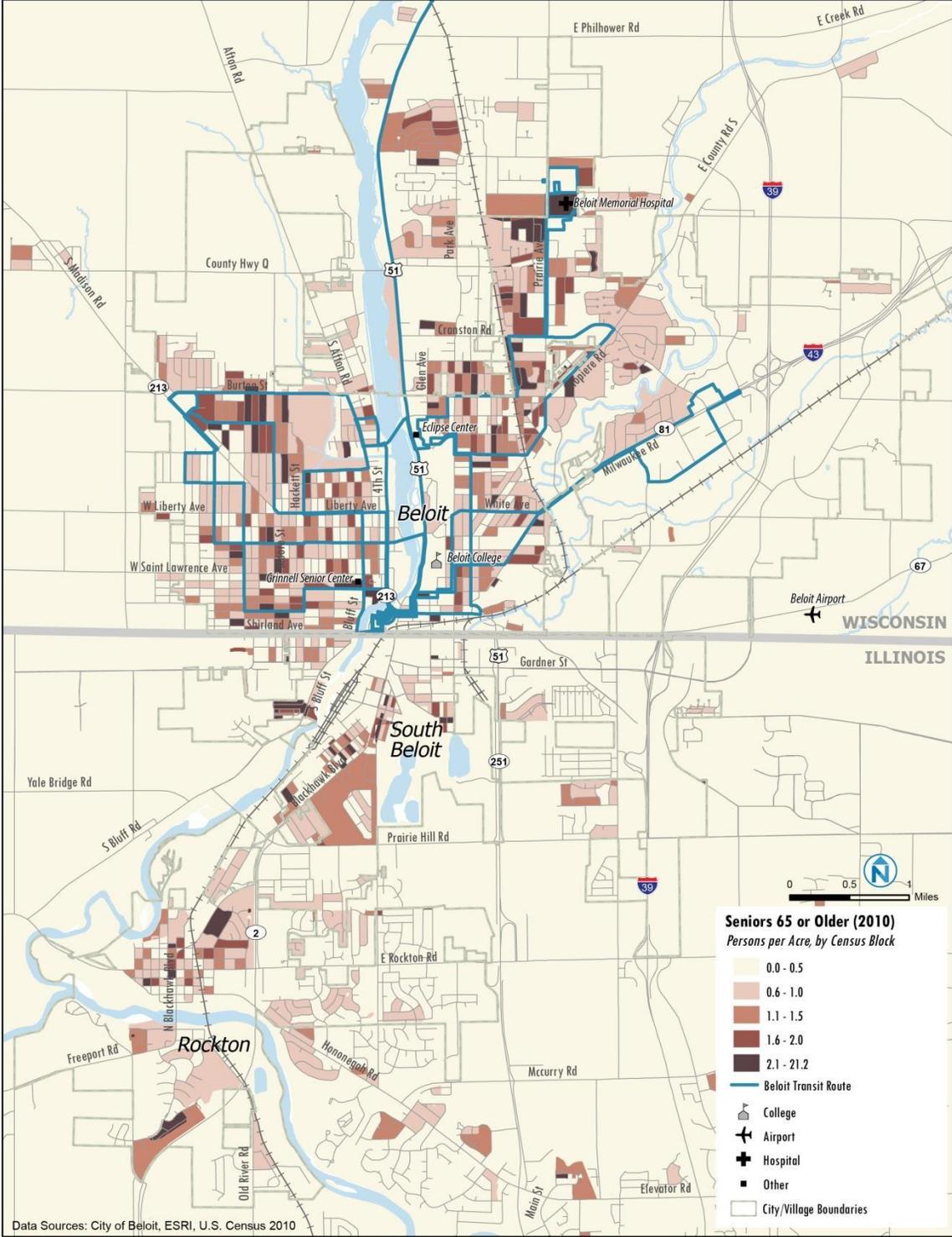
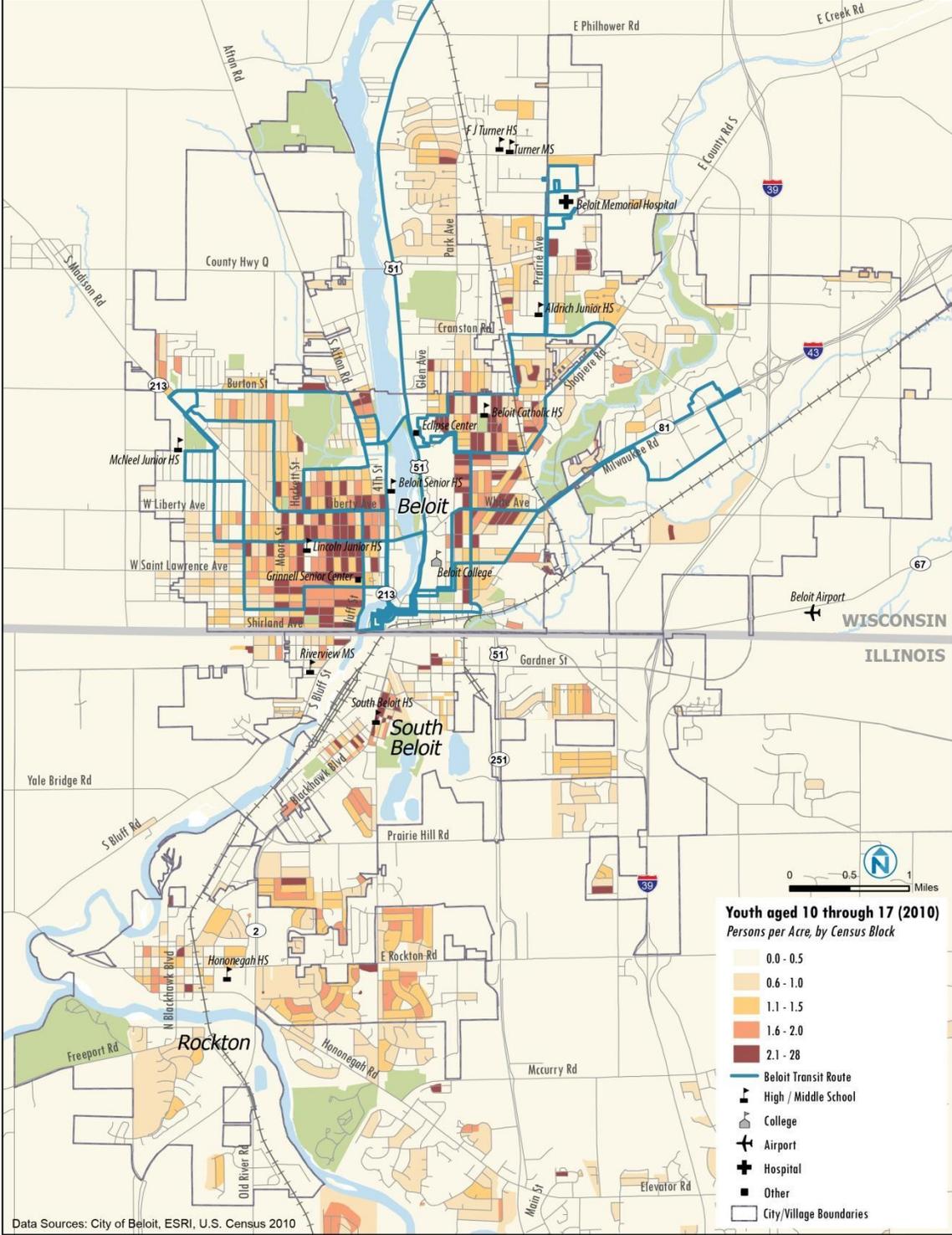
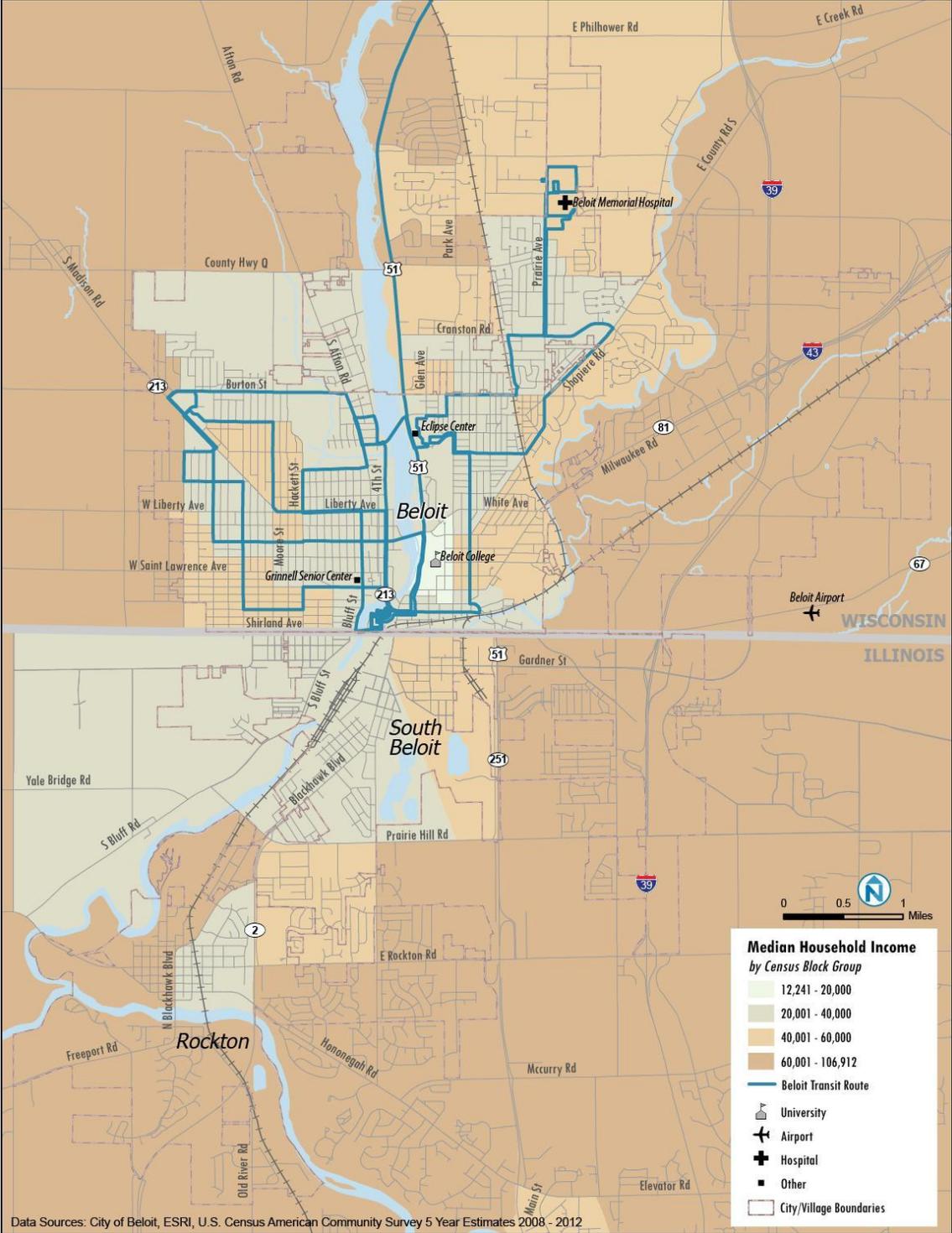


Figure 5 Youth Population Density (Ages 10 – 17) - 2010



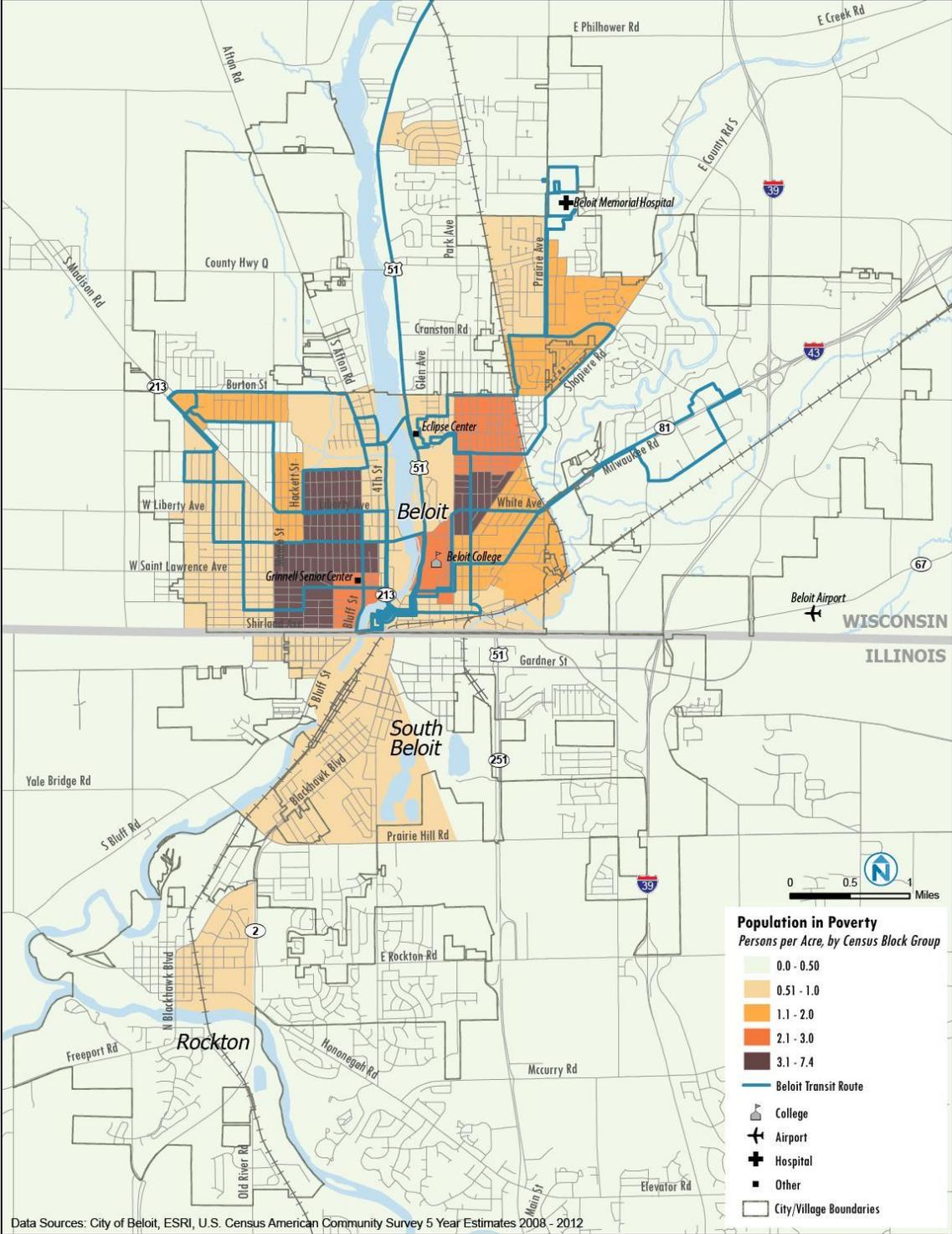
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**Figure 6 Median Household Income (2010)**



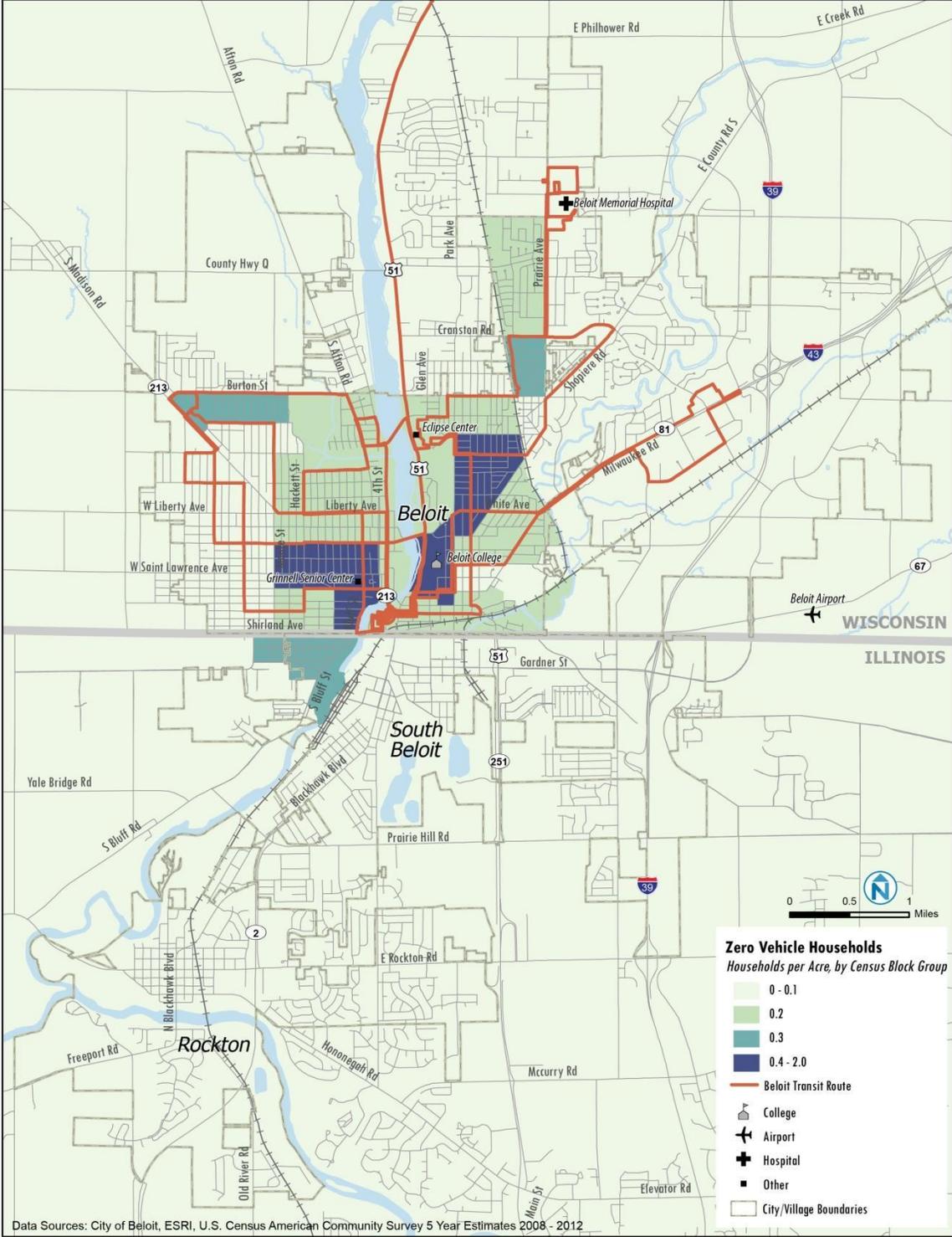
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**Figure 7 Population in Poverty (2010)**



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**Figure 8 Zero Vehicle Households**



## TRANSIT PROPENSITY INDEX

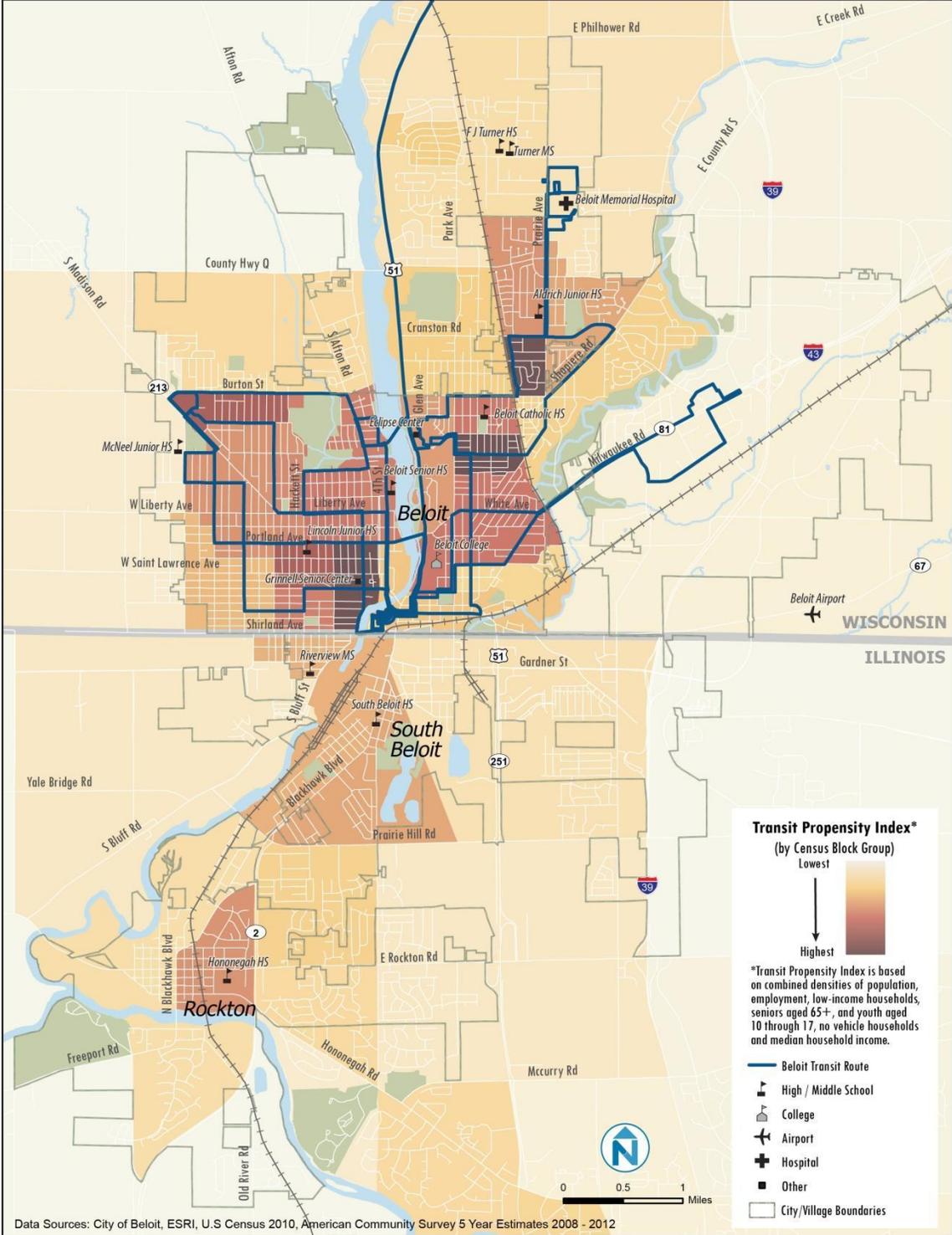
This section presents a measure of overall transit propensity by combining population, employment, and demographic factors to produce a transit propensity index. Note that this data provides an indication of transit demand, and not a specific determination. Ridership on individual routes and the effectiveness of individual routes can vary significantly depending on a number of factors, including the physical environment, how well service is designed, and the time and costs for competing alternatives.

This index still provides a strong indication of the relative demand for transit throughout the market area, and identifies areas where demand is highest and transit can be provided most effectively. A number of findings are apparent in Figure 9:

- The areas of highest transit propensity are west of downtown Beloit across the Rock River, east of the Eclipse Center near Merrill Elementary and Summit Park, as well as near Cranston Rd and Pioneer Dr.
- The data suggests there may be moderate demand for transit service to South Beloit and Rockton, perhaps offered as a service similar to the Beloit-Janesville Express route.
- The current BTS routes provide direct transit service to nearly all of the high propensity areas of the service area.

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**Figure 9 Transit Propensity Index**



## 3 DOCUMENT AND POLICY REVIEW

The TDP considers direction from previous planning work conducted in Beloit, including the following:

- City of Beloit Comprehensive Plan (2008)
- Rock County Comprehensive Plan 2035 (2009)
- A Study of the Feasibility of a Crosstown Transit Route in the Beloit Urbanized Area (2007)
- Beloit Transit System Transit Development Plan (2011 Update)
- South Central Wisconsin Commuter Transportation Study (2008)
- Stateline Area Transportation Study (SLATS) 2035 Long-Range Transportation Plan (2011 Update)

### **City of Beloit Comprehensive Plan, 2008**

The City of Beloit's Comprehensive Plan calls for enhancements to the city's current bikeability and walkability, while also investing in buses, ridesharing, and rail. The plan calls for a requirement that "sidewalks or pedestrian pathways are included in all new residential and commercial developments, designing neighborhoods and development with the pedestrian in mind, and considering the needs of bicyclists and pedestrians in all road improvement projects (Beloit Comprehensive Plan – 126)." The plan also calls for the promotion of the current bus system, while also considering expansion of the system to developed areas of the Beloit that are underserved. Additionally, the plan calls for new park and ride facilities, particularly along the Interstates (see Figure 10).

Figure 10 City of Beloit Comprehensive Plan Transportation System Improvements

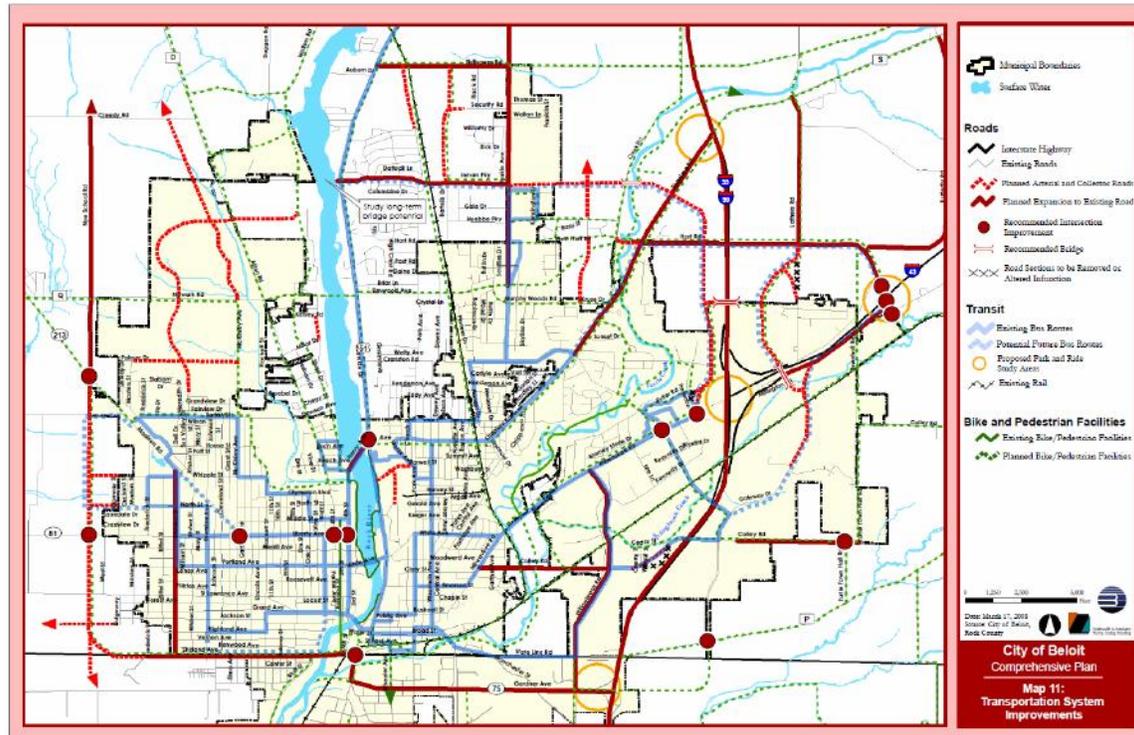


Figure 10 also identifies the proposed bus routes for Beloit. The plan identified routes to Gateway Business Park, the possible casino, and the west side of Beloit. The plan seeks a continued partnership with Janesville on express bus service, while it identifies Rockford as another potential regional transit connection.

### Rock County Comprehensive Plan 2035 (2009)

Chapter 7 of the Rock County Comprehensive Plan states a need for alternative modes of transportation in the county to help alleviate congestion and vehicle emissions, in part through improved awareness of transit services offered by the Rock County Council on Aging, expansion of current fixed route service, and an increase in park and ride facilities.

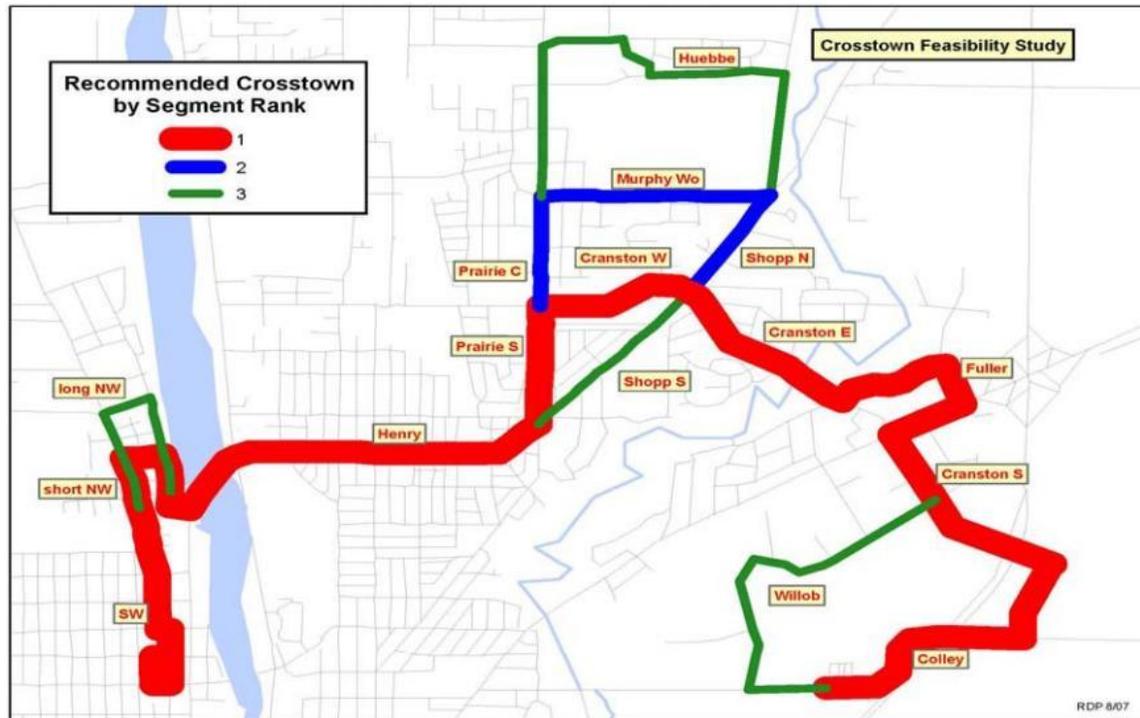
### A Study of the Feasibility of a Crosstown Transit Route in the Beloit Urbanized Area (2007)

The study was conducted by SLATS to determine the feasibility of a new crosstown route in Beloit to provide more direct trips between west Beloit and east central Beloit. The study examined the current Beloit system, describing the circuitous radial pulse system pros and cons in the local context.

The study included several possible tweaks to the Beloit system. A new crosstown route would allow for the western end of Route 3 to be eliminated, shortening Route 3's trip times. Additional Route 3 recommendations include adding a deviation to serve neighborhoods west of Prairie Avenue along Hart Road and a deviation to the neighborhood south of Cranston. A new crosstown route is determined to be a large accessibility improvement for employment areas, particularly to the east, southeast, and northeast of the service area.

The study then broke down, segment by segment, demographic indicators of strong transit ridership.

Figure 11 SLATS Recommended Crosstown Route



The proposed red is depicted in Figure 11. This route would be 8.4 miles with each one-way trip taking approximately 30 minutes. While not necessary, this would allow for the route by pulse at the transfer center. It is also recommended that transfers outside of the center are timed with other routes throughout the system.

The study determined little short term capital costs because BTS had excess vehicles at the time of the study. Long-term, the route would require one vehicle to operate. Operational costs would increase as a minimum of one full-time driver would be needed to operate the route, unless it is operated on a limited basis.

### **Beloit Transit System Transit Development Plan (2011 Update)**

The 2011 update to the BTS Transit Development Plan addresses the opportunities and needs of the system, with potential funding shortfalls taken into consideration. It was completed at a time when funding issues threatened to force BTS to make significant changes. The report outlines how to consider a reduced funding need, replace potential funding losses, and help decision-making if funding is severely cut.

The 2011 TDP's overall recommendations for BTS include the following:

- Stagger daily commencement and dismissal for students to spread peak hour demand.
- Beloit School System should provide payment to BTS for the service it provides to students.
- An investigation of how many Beloit College students use BTS.

- Human service providers should increase their overall portion of payments to BTS for paratransit trips.
- Schools and human service providers should reevaluate their transportation needs with potential BTS cuts in mind.
- Increasing transit fares should be a last resort.
- Pay and benefit cuts should be considered for BTS staff.
- During the summer, service could be reduced as much of the systems ridership is due to students.
- Schedule adjustments should be considered based on ridership data, even if requires adjustments for different times of day, month, or year. These changes should be made along with an improvement in information technology in order to ensure riders are well informed.
- Four funding forecasts were developed, with one optimistically projecting no significant cuts. One pessimistic scenario determined BTS will be deemed ineligible for Federal funding.
- If BTS loses 30-50% of its funding in the pessimistic scenarios, the system will have to (1) provide only morning, midday, and evening runs on weekdays; (2) provide only morning and evening runs on weekdays; (3) eliminate BJE service, or only peak hour service; (4) eliminate Saturday service, or only morning and evening Saturday service; (5) eliminate fixed route service and only provide paratransit service via the State Line Mass Transit District.

### **South Central Wisconsin Commuter Transportation Study (2008)**

The government members of Beloit, Janesville, the Villages of Sharon and Clinton, Rock County, WisDOT, SLATS, and the Janesville MPO took part in an enhanced feasibility study of potential commuter connections between South Central Wisconsin and North East Illinois, which an emphasis on the Harvard Metra Station.

The study determined that while the current regional transit system is considered inadequate, there is interest in expanding regional transit to Madison and Chicago. Madison and Rockford job connections were considered more important than connections to Chicago. There was also determined to be recreational trip demand for connections to Madison and Chicago.

The report recommended new rail stations and commuter rail service along five potential corridors. An express bus service from Rockford to Madison, serving Beloit, Janesville, Edgerton, and Stoughton was proposed. The operating plan for this express bus route suggests logical segments of the route to be run as independent, coordinated routes. Additionally, a regional commuter bus fare was promoted to promote ridership throughout the region.

The study determined that Beloit and Janesville will not pursue an Alternatives Analysis for commuter rail service at the cost of \$3 million as it would probably not qualify for FTA support. That said, the study encouraged re-evaluating the need for such service in the future and promoted preservation of rail lines, facilities, and rights of way. Finally, the study promotes park and ride facilities, vanpooling, ridesharing, as well as a north-south commuter bus experiment to Madison, Wisconsin.

## **Stateline Area Transportation Study (SLATS) 2035 Long-Range Transportation Plan (2011 Update)**

The SLATS 2035 Long-Range Transportation Plan provides a background and summary of existing studies and documents related to the Beloit Transit System, in addition to several recommendations. The plan promotes the recommendations found in the Beloit Transit System Transit Development Plan from 2004, including, but not limited to, the promotion of 30 minute headways, more direct service to key destinations, reduce inefficient deviations, the construction of a new transfer site in downtown Beloit, optimized stop locations, interlining of routes, and establishing traffic signal priority.

The plan supported the continued support of the current funding mechanisms in which BTS, JTS, and Rockford Mass Transit District use intergovernmental agreements to define service parameters and funding responsibilities. The plan also promotes a similar service to the Beloit-Janesville Express that would connect Beloit and Rockford, Illinois. The plan promotes headways of at most 60 minutes with a span of service of at least 10 hours on weekdays and 8 hours on Saturday. The route would also stop in Machesney Park, downtown Roscoe, Rockton, South Beloit, and the Walmart on Rockton Road.

The plan makes no attempt to address potential growth of BTS due to projected near term funding restraints. It is recommended that BTS focus on maintaining and or replacing existing equipment and facilities so that current service levels can be maintained.

## 4 PEER REVIEW

This peer review provides a comparative analysis of fixed-route transit characteristics of Beloit Transit System and five other transit systems. Few transit systems have identical twins that can function as direct side-by-side comparisons. However, most systems share some characteristics with others, and those common characteristics can form a basis for comparison based on some number of compatibility factors. The federal government has required transit systems to report operating data for many years, and this data is readily available for systems all over the United States in what is called the National Transit Database (NTD). Data used in this analysis is derived from NTD, with the most recent operational statistics coming from 2013. Transit systems were compared based on performance indicators, effectiveness measures, and efficiency measures.

Peer systems chosen as part of this analysis are shown in Figure 12. Peer systems were chosen based on similar characteristics, such as primary city population, ridership, geographic location, system type (each system aside from Altoona Metro Transit is operated directly by a municipality). Aside from Beloit Transit System, each peer system also provides limited and varying amounts of service to surrounding cities and/or townships. A map of peer system locations is shown in Figure 13.

**Figure 12 Peer Review Agencies**

System Name	Location	Primary City Population	Service Area Population	Passenger Trips	Peak Vehicles (Fixed Route)
City of Beloit Transit System	Beloit, WI	36,888	36,888	251,880	9
Altoona Metro Transit	Altoona, PA	45,796	69,608	675,174	22
Battle Creek Transit	Battle Creek, MI	51,848	80,259	532,955	14
Danville Mass Transit	Danville, IL	32,523	50,996	625,351	10
Wausau Area Transit System	Wausau, WI	39,106	50,000	675,612	18
Fond du Lac Area Transit	Fond du Lac, WI	43,021	49,167	153,885	7

Source: NTD 2013 Transit Agency Profiles

Figure 13 Peer System Locations



## Performance Indicators

Performance indicators include service characteristics such as passenger trips, revenue hours, and revenue miles. Beloit Transit System’s performance in relation to the peer group is shown in Figure 14.

**Figure 14 Performance Indicators**

Measure	Beloit Transit System	Peer Group Minimum	Peer Group Maximum	Peer Group Average	Beloit Transit % from Average
Passenger Trips	251,880	153,885	675,174	485,810	-48%
Revenue Hours	20,526	10,266	41,231	26,307	-22%
Revenue Miles	287,809	137,481	548,266	397,704	-28%

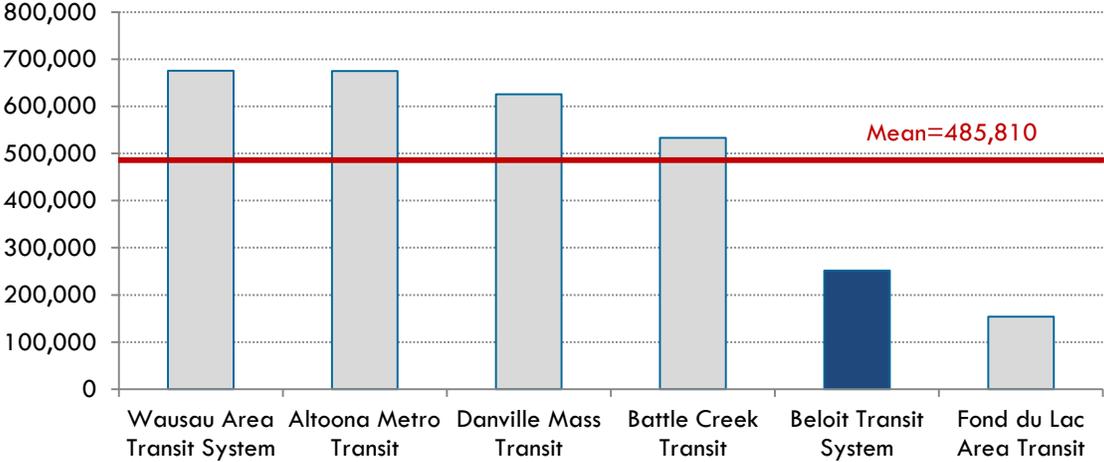
Source: NTD 2013 Transit Agency Profiles

Figure 15 through Figure 17 illustrate Beloit Transit System’s performance characteristics in relation to each peer agency.

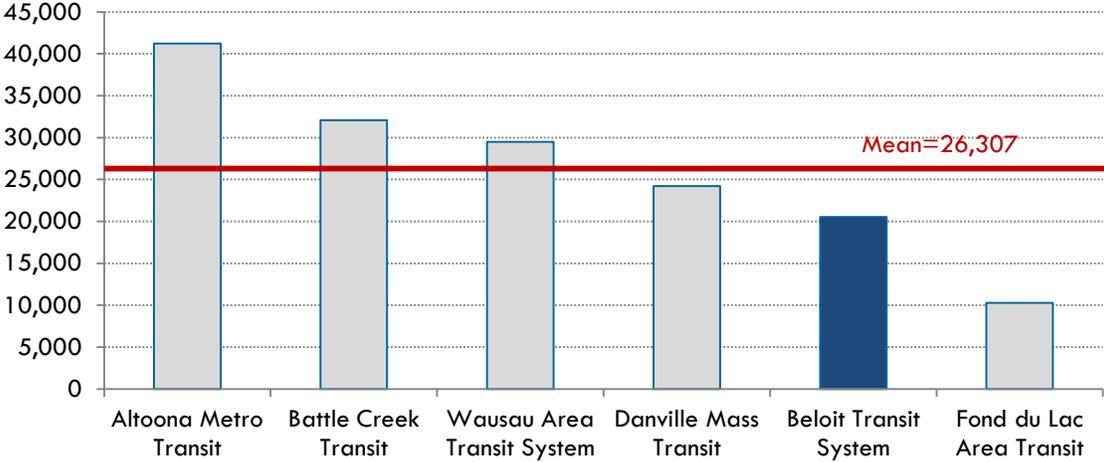
- Beloit Transit ranked below average in revenue hours (Figure 16) and revenue miles (Figure 17). Likewise, Beloit Transit System had the second lowest number of passenger trips (Figure 15).
- Overall, Beloit Transit System had nearly one-half fewer passenger trips, 22% fewer revenue hours, and 28% fewer revenue miles than the peer group average.

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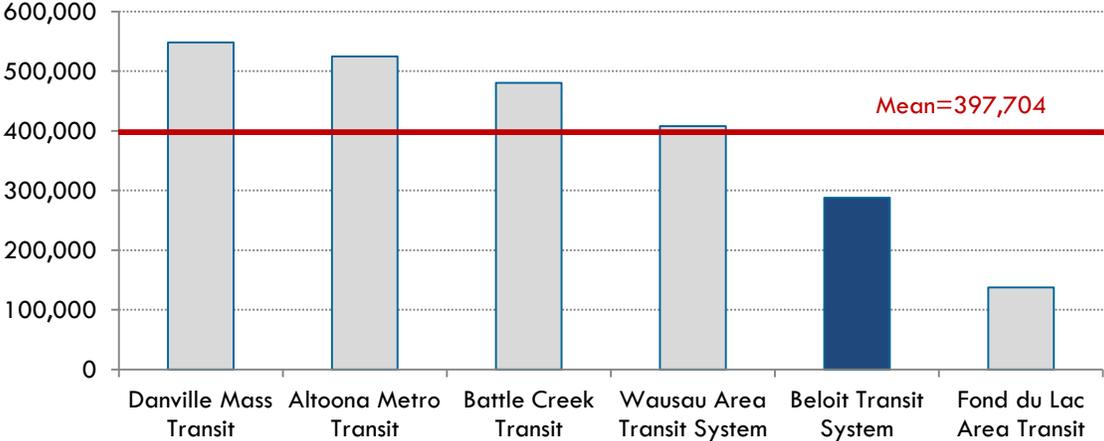
**Figure 15 Passenger Trips**



**Figure 16 Revenue Hours**



**Figure 17 Revenue Miles**



## Effectiveness Measures

Effectiveness measures include passenger trips per revenue and average fleet age. The comparison of the Beloit Transit System’s effectiveness in relation to the peer group is shown in Figure 18.

**Figure 18 Effectiveness Measures**

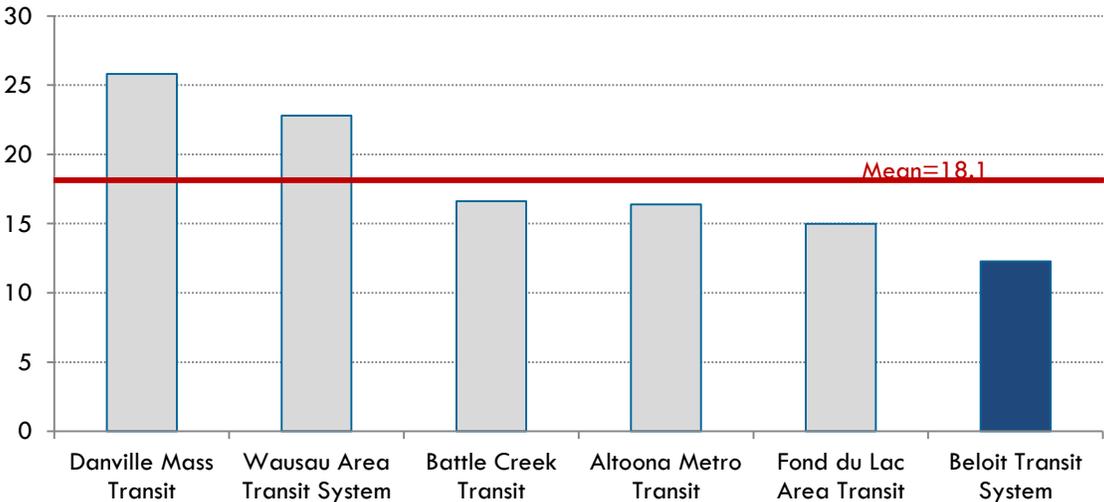
Measure	Beloit Transit System	Peer Group Minimum	Peer Group Maximum	Peer Group Average	Beloit Transit % from Average
Passenger Trips Per Revenue Hour	12.3	12.3	25.8	18.1	-32%
Average Fleet Age	9.2	1.3	18.50	8.5	8%

Source: NTD 2013 Transit Agency Profiles

Figure 19 and Figure 20 illustrate the Beloit Transit System’s effectiveness measures in relation to each peer agency.

- Beloit Transit registered the second lowest number of passenger trips per revenue hour (Figure 19), an effectiveness measure reflecting ridership productivity.
- With respect to the fixed route average age of fixed-route vehicles (Figure 20), the Beloit Transit fleet is 8% above the group average. This indicates that Beloit Transit System vehicles are slightly older than others in the peer group.

**Figure 19 Passenger Trips per Revenue Hour**



**Figure 20 Average Age of Fixed-Route Vehicles**



## Efficiency Measures

Transit efficiency refers to minimizing operating cost ratios as well as the recouping of costs through internally generated revenue. The efficiency of Beloit Transit System in relation to the peer group can be seen through the various metrics described in Figure 21.

**Figure 21 Efficiency Measures**

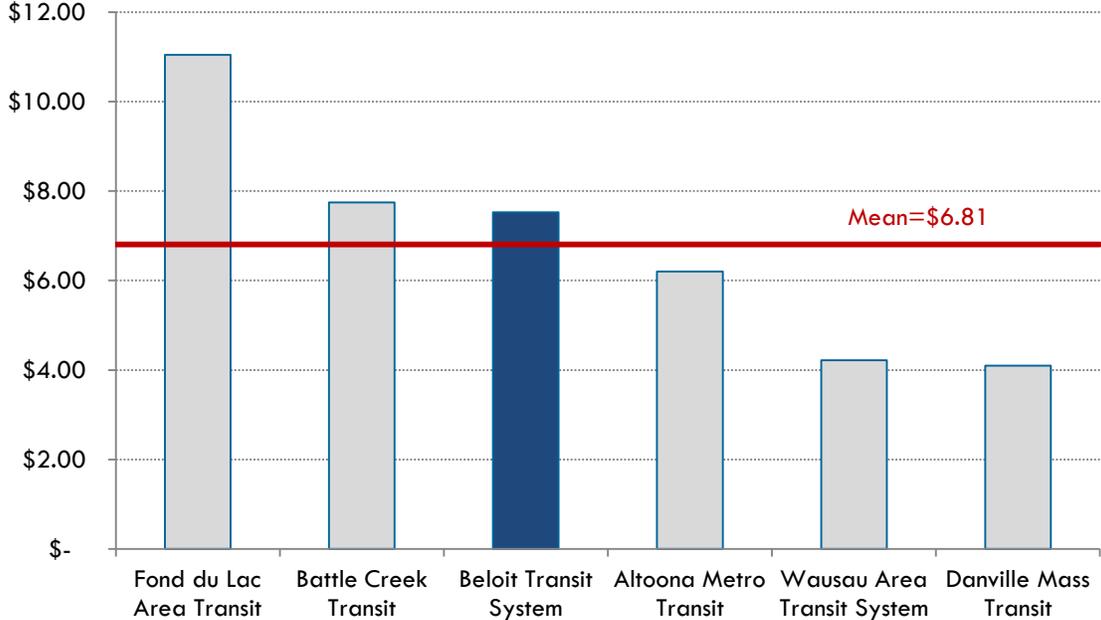
Measure	Beloit Transit System	Peer Group Minimum	Peer Group Maximum	Peer Group Average	Beloit Transit % from Average
Operating Cost per Passenger Trip	\$7.52	\$4.10	\$11.04	\$6.81	11%
Operating Cost per Revenue Hour	\$92.33	\$92.33	\$165.52	\$115.62	-20%
Farebox Recovery	9.9%	9.9%	18.7%	13.5%	-27%

Source: NTD 2011 Transit Agency Profiles.

Figure 22 through Figure 24 illustrates Beloit Transit System’s efficiency measures in relation to each peer agency.

- Operating costs per passenger trip are nearly average (Figure 22).
- Operating costs per revenue hour are the lowest of the peer group (Figure 23).
- Conversely, farebox recovery is also the lowest of the agencies studied (Figure 24).

**Figure 22 Operating Cost per Passenger Trip**



**Figure 23 Operating Cost per Revenue Hour**

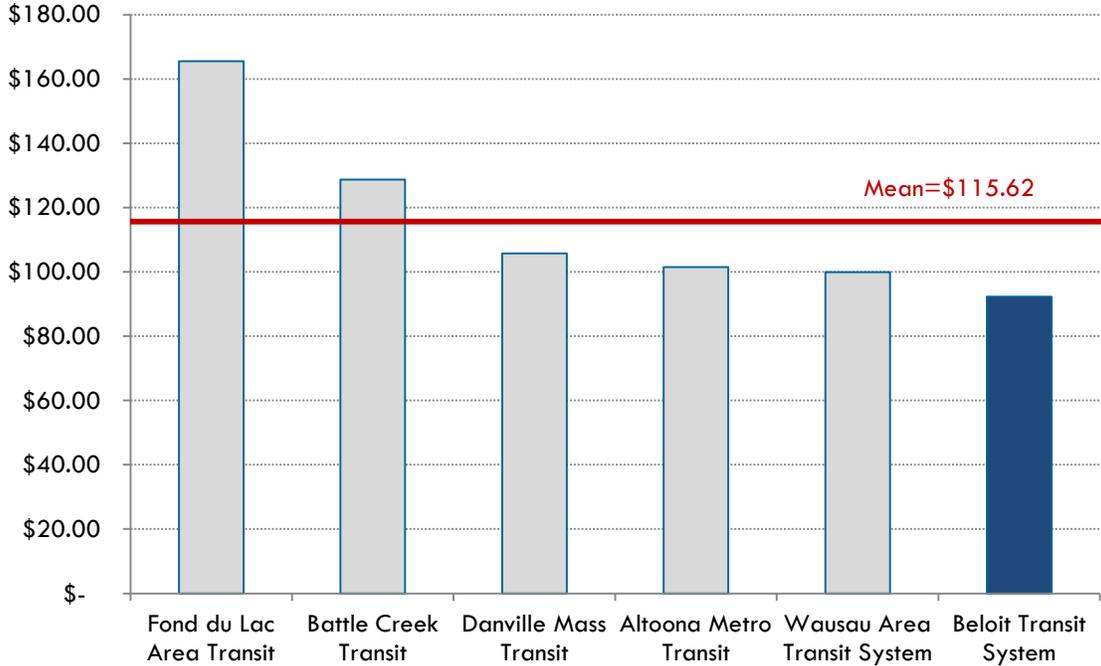
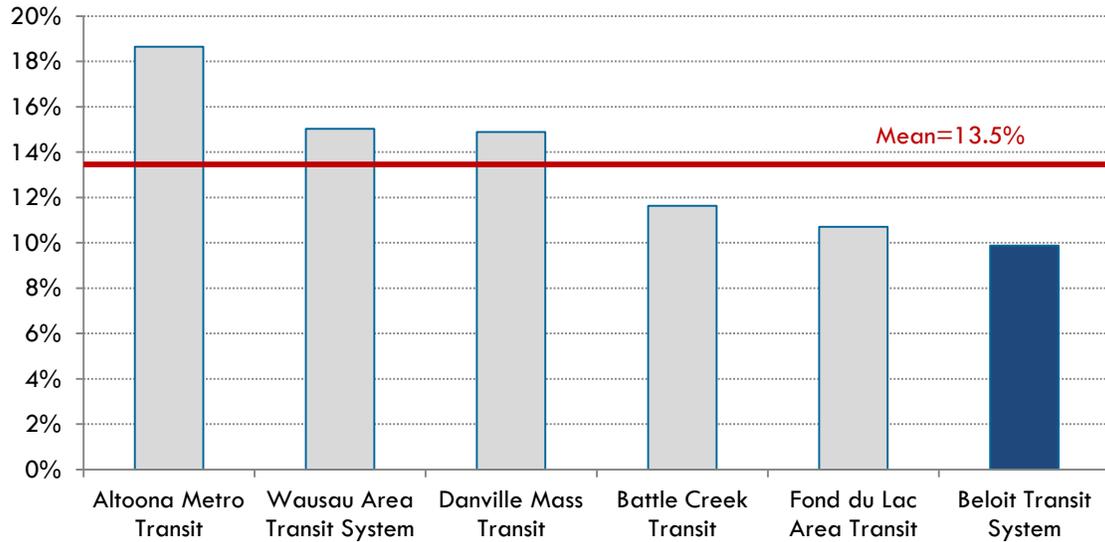


Figure 24 Farebox Recovery



## SUMMARY

Overall, Beloit Transit System’s measures largely fall in the low end of the peer group. As peers were chosen in part to reflect potential system achievement, the Beloit Transit System’s number of passenger trips, revenue hours, revenue miles, fleet size, and the ratio of trips to revenue hours are below average when compared with selected peer agencies. Regarding capital investment, Beloit Transit fixed route vehicles are slightly older than others in the peer group. Finally, Beloit Transit System serves the smallest area and number of residents within the peer group.

Despite the most efficient cost per revenue hour of the peer group, Beloit Transit System realizes an average cost per passenger trip, further indicating low ridership. Farebox recovery of operating costs is the lowest of the selected group and total revenue is near the bottom.

Beloit Transit System currently ranks last among the peer group in number of passenger trips per revenue hour despite having a higher than average population density. However, it is important to note that BTS operates fewer peak vehicles and revenue miles than all but one peer system. In reality, BTS routes operate at consistent headways throughout the day and do not offer supplemental peak service.

# 5 FIXED-ROUTE SYSTEM OVERVIEW

## ROUTES

BTS provides local fixed-route bus service six days a week with express service to Janesville operating Monday through Friday. Local service consists of 4 routes operating within the city of Beloit. Local routes make frequent stops while winding along both arterials and through local neighborhoods.

Route 1 operates one looping bus to the northwest from the Beloit Transfer Center, through neighborhoods, to Woodman's Market, and back in 40 minutes. One bus along Route 2 loops west from the Beloit Transfer Center, through neighborhoods, to Woodman's Market as well, and is back in 40 minutes. Two buses on Route 3 offer bidirectional service between the Beloit Clinic and Beloit Transfer Center. Outbound service travels north primarily along Fourth St, Bayliss Ave, and Prairie Ave to the Beloit Clinic. Inbound service travels along Prairie Ave, Shopiere Rd, Wisconsin Ave, and Broad St to the Beloit Transfer Center. Route 4 has one bus operating a loop pattern that primarily travels along Milwaukee Rd to the new commercial developments to the east of downtown, including Walmart.

Weekday service headway (time between buses for a particular route) and span (hours of operation) are identical for each route with service operating every 40 minutes from 6am-6pm. Route 3 requires two buses due to its 80-minute cycle time. Gillig 35-foot buses are used on each route.

On Saturday, Routes 1 and 2 are operated with one bus, resulting in 80-minute headways on each route. Route 3 operates every 80 minutes with one bus, while Route 4 operates every 40 minutes with one bus.

BTS also operates the Beloit-Janesville Express route that connects Beloit and Janesville with a number of employment and activity centers, including the following:

- Blackhawk Tech
- University of Wisconsin Rock County
- Beloit Transfer Center
- Downtown Janesville Transfer Center

In partnership with the Janesville Transit System (JTS), the BJE requires two buses in order to maintain 60 minute headways along the 120-minute service pattern. BTS and JTS each operate one bus. Service begins at 6:00 a.m. in Beloit and 6:15 a.m. in Janesville and operates until 5:55 p.m. and 6:13 p.m. respectively.

Rock County Specialized Transit offers ADA paratransit service to qualified disabled individuals during the same hours of operation as BTS.

## SERVICE LEVELS

Weekday service span and headway is detailed in Figure 25. Saturday service span and headway are detailed in Figure 26.

**Figure 25 Weekday Service Span and Headway**

Route	Service Type	Span	Cycle Time (minutes)	Buses	Headway (minutes)		
					AM 5AM- 9AM	Midday 9AM- 3PM	PM 3PM- 6PM
1	Local	6:00a – 5:55p	40	1	40	40	40
2	Local	6:00a – 5:55p	40	1	40	40	40
3	Local	6:00a – 5:55p	80	2	40	40	40
4	Local	6:00a – 5:55p	40	1	40	40	40
BJE	Express	6:00a – 6:13p	120-130	2	60	60-65	60

**Figure 26 Saturday Service Span and Headway**

Route	Service Type	Span	Cycle Time (minutes)	Buses	Headway (minutes)
1	Local	9:00a – 4:15p	40	1	80
2	Local	9:40a – 3:35p	40		80
3	Local	9:00a – 4:20p	80	1	80
4	Local	9:00a – 4:15p	40	1	40

## TRANSIT CENTERS

In 2005, the Beloit Transfer Center was re-located from the Beloit Mall to the corner of Broad St and Pleasant St. A permanent transfer facility was built in 2010 south of downtown Beloit near the corner of Shirland Ave and Mill St, adjacent to the Beloit City Hall.

In addition to serving as the hub for local and express bus service, the Beloit Transfer Center includes public restrooms, indoor waiting area, driver break room, and a customer service room. Due to its location on the south end of town, BTS bus routes must travel up to an additional 5 minutes than if the center were more centrally located.

## FARE STRUCTURE

The base fare for local bus service is \$1.50 per one-way trip. Seniors (65+) and Disabled Passengers may ride for a reduced cash fare of \$0.75 on local bus service. Up to two children age four and under may ride for free with a fare-paying adult.

BTS also sells 10 ride punch passes as well as tokens in packs and groups. The cost per ride is proportionally reduced as the packs get larger. For instance, the cost of a 10 token pack makes each trip \$1.20, while a 50 token pack averages out to \$1.10. Additionally, a student semester pass is available for \$85.00 that allows free rides on all school days.

Fares for BJE bus service vary by distance traveled. A full BJE cash fare is \$3.50, while a rider only traveling as far as Blackhawk Tech is required to pay \$2.25. A full fare breakdown is shown below in Figure 27.

**Figure 27      Fare Structure**

Fares		
City Routes	Full Fare	Senior/Disabled
Cash Fare	\$1.50	\$0.75
BTS Ten Ride Punch Pass (In Town)	\$12.00	-
Student Semester Pass (In Town)	\$85.00	-
Pack of 10 Tokens	\$12.00	-
Pack of 20 Tokens	\$23.00	-
Pack of 50 Tokens	\$55.00	-
Vending Machine: 4 Tokens	\$5.00	-
Vending Machine: 8 Tokens	\$10.00	-
Vending Machine: 17 Tokens	\$20.00	-
BJE	Full Fare	Senior/Disabled
BJE Cash Fare	\$3.50	\$1.75
Blackhawk Tech (Cash Fare)	\$2.25	\$1.10
10 Ride Pass – Beloit to Janesville	\$30.00	\$17.50
10 Ride Pass – Beloit to Blackhawk Tech	\$20.00	-

## HISTORICAL TRENDS

Annual trends for systemwide boardings, revenue hours, revenue miles, operating costs, and farebox revenue between 2009 and 2013 are shown in Figure 28. For 2014, operating data is for the first two quarters of 2014. Data shown here represents all BTS fixed-route service, including the BJE route and school trippers.

Ridership declined significantly from 2009 to 2011 (see Figure 29). This was due in part to the change from 30-minute to 40-minute headways on local routes, which occurred in August 2010. Revenue hours remained roughly the same, because buses are on the street for the same period of time, but revenue miles declined significantly due to fewer trips during the day caused by longer headways. Losses in ridership led to declines in productivity measured in passengers per revenue hour (see Figure 30) and passengers per revenue mile from 2009 to 2011, but these measures have increased slightly in recent years due to increasing ridership from 2011 to 2013. Operating costs and farebox revenues are slightly higher than they were in 2009.

Based on historical data collected by BTS and submitted to the National Transit Database (NTD), it is unclear why farebox revenue per passenger increased significantly during 2010, resulting in a temporary improvement in cost efficiency. The consultant team ultimately decided to overlook this single anomaly and focus on the overall five-year operating trends.

**Figure 28 Operating Trends**

	2009	2010	2011	2012	2013	2009-2013
<b>Operating Data</b>						
Ridership	312,832	269,075	241,208	246,323	251,880	-19.5%
Revenue Hours	20,885	20,680	20,502	20,628	20,526	-1.7%
Revenue Miles	326,023	324,427	294,754	298,943	287,809	-11.7%
Operating Costs	1,742,661	1,813,063	1,869,932	1,849,380	1,872,263	7.4%
Farebox Revenue	\$198,110	\$260,801	\$184,808	\$204,981	\$204,153	3.1%
<b>Performance Indicators</b>						
<i>Cost Efficiency</i>						
Operating Cost per Revenue Hour	\$83.44	\$87.67	\$91.21	\$89.65	\$91.21	9.3%
Operating Cost per Revenue Mile	\$5.35	\$5.59	\$6.34	\$6.19	\$6.51	21.7%
<i>Cost Effectiveness</i>						
Operating Cost per Passenger	\$5.57	\$6.74	\$7.75	\$7.51	\$7.43	33.4%
Farebox Recovery Ratio	11%	14%	10%	11%	11%	-4.1%
Average Revenue per Passenger	\$0.63	\$0.97	\$0.77	\$0.83	\$0.81	28.0%
Average Subsidy per Passenger	\$4.94	\$5.77	\$6.99	\$6.68	\$6.62	34.1%
<i>Service Productivity</i>						
Passengers per Revenue Hour	15.0	13.0	11.8	11.9	12.3	-18.1%
Passengers per Revenue Mile	0.96	0.83	0.82	0.82	0.88	-8.8%

Figure 29 Annual Ridership, 2009 - 2013

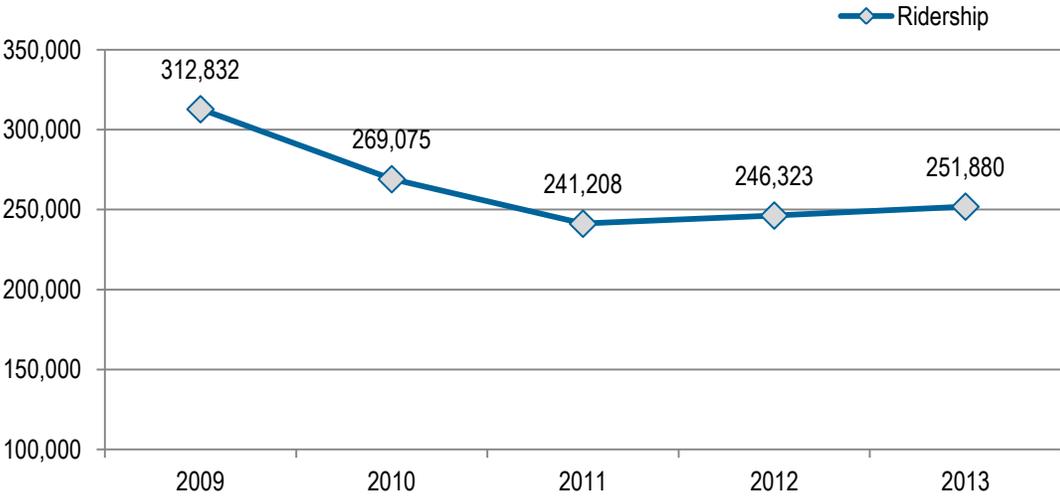
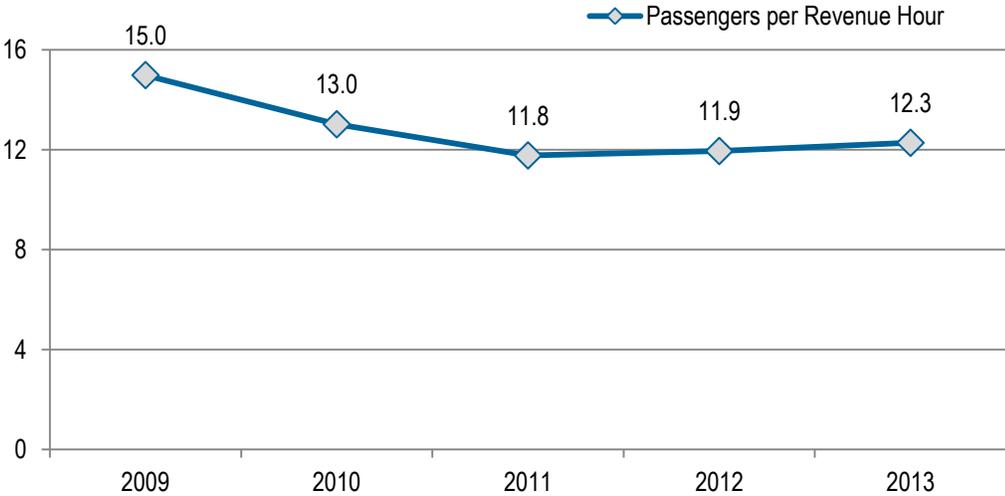


Figure 30 Passengers per Revenue Hour, 2009 - 2013



### System Performance

The following charts and tables present systemwide findings based on data collected during the ridecheck effort, conducted in November 2014.

Figure 31 and Figure 32 illustrate key data for BTS routes, including total weekday boardings and boardings per service hour. The systemwide average boardings per weekday was 183.2. The systemwide average for boardings per hour was 10.3.

Figure 31 Total Weekday Boardings by Route

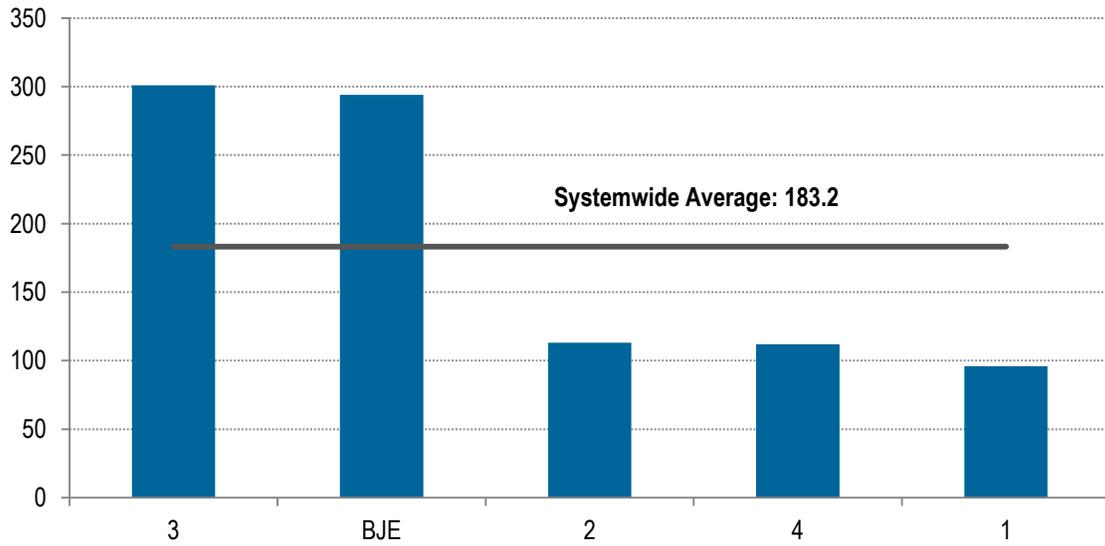


Figure 32 Total Boardings per Service Hour by Route

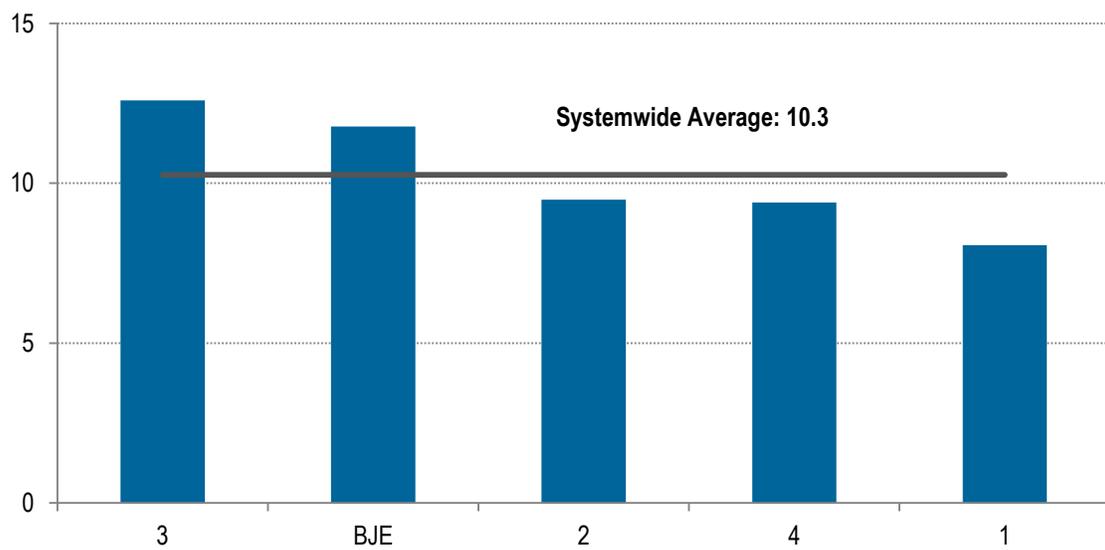


Figure 33 shows on-time performance by route. All route segments departing within 5 minutes of the schedule departure time were considered “on-time”. Segments departing more than 5 minutes after the scheduled departure time were considered “late”, and segments departing 1 or more minute before the scheduled departure time were considered “early”. It is worth noting that many routes regularly arrive early to scheduled timepoints and are forced to dwell, indicating that schedules need to be tightened on some segments. Conversely, few timepoints along trips were considered “late”.

**Figure 33 On-Time Performance by Route**

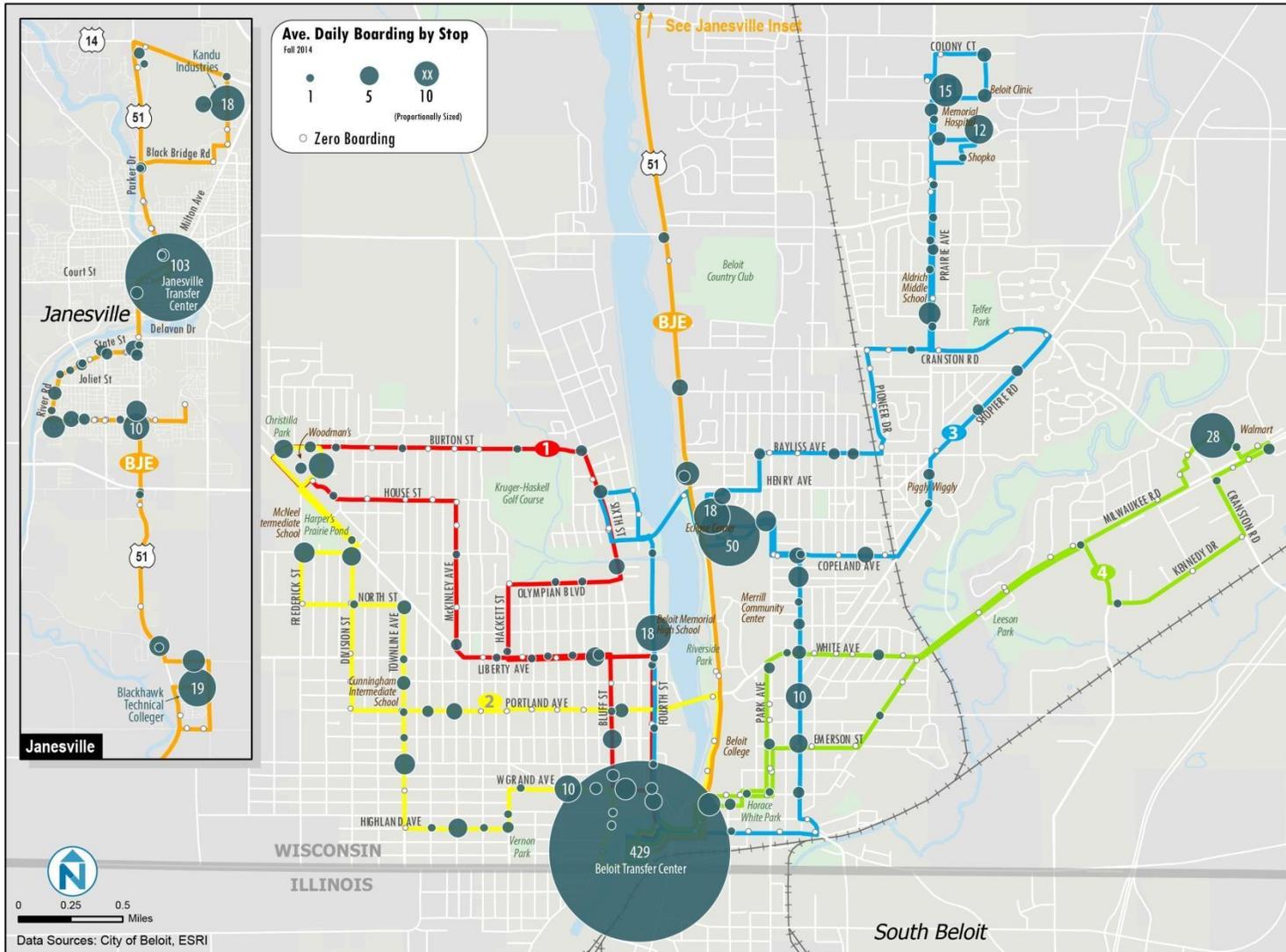
Route	On-time	Early	Late
1	72.0%	27.1%	0.9%
2	81.0%	19.0%	0.0%
3	70.7%	29.3%	0.0%
4	69.2%	30.8%	0.0%
BJE	81.5%	15.2%	3.3%

Figure 34 shows all weekday boardings on BTS routes. Boarding activity is concentrated in and around downtown Beloit, with little demand on the edges of town outside of a few strong trip generators, such as the Beloit Clinic and Walmart. The Transfer Center is the most significant stop by a wide margin.

Figure 35 shows all Saturday boardings. Overall ridership is much lower than on weekdays, and the only stops with more than 5 daily boardings are the Transfer Center and Walmart.

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Figure 34 Systemwide Boardings - Weekday





## 6 ROUTE SUMMARIES

This section contains a summary of each route based on performance data and field observations. Ridership and on-time performance data was collected during November 2014. Ridership is measured in terms of average daily boardings, which refers to the number of times a passenger enters a vehicles. Route productivity is measured by dividing average daily boardings by the number of scheduled daily revenue hours, or the time in which all vehicles assigned to a route are in service for a particular level of service (i.e. weekday or Saturday).

Schedule reliability, also referred to as on-time performance, is a measure of how well a particular route adheres to its schedule. It suggests whether a customer can count on a bus being there when the schedule says it will be. For Beloit Transit System and most transit systems across the county, buses are considered on-time if they depart a designated timepoint between zero and 5 minutes later than the scheduled departure time. A significant percentage of early departures were observed on Routes 1, 3, and 4, indicating a need to adjust existing schedules to reflect actual travel times or incorporate recovery time into the endpoint(s) of each route to accommodate operator breaks and allow an opportunity to get back on schedule.

## ROUTE 1

### Description

Route 1 serves the west side of Beloit along a one-way loop alignment using one bus operating every 40 minutes on weekdays and every 80 minutes on Saturdays. The span of service is 6:00 a.m. to 5:55 p.m. on weekdays and 9:00 a.m. to 4:15 p.m. on Saturdays

From the Transfer Center, the route travels north on Fourth, west on Grand, north on Bluff, west on Liberty, north on McKinley, west on House, and north on Cleora to Woodman’s. The route travels north on Madison for a short distance, and then west on Burton before turning south on Sixth. It then travels west on Olympian, south on Hackett, east on Liberty, and south on fourth to the Transfer Center.

Very few segments of the route are served bidirectionally, with the exception of portions of Liberty Ave. This means that most riders must travel out of direction to get to their destination.

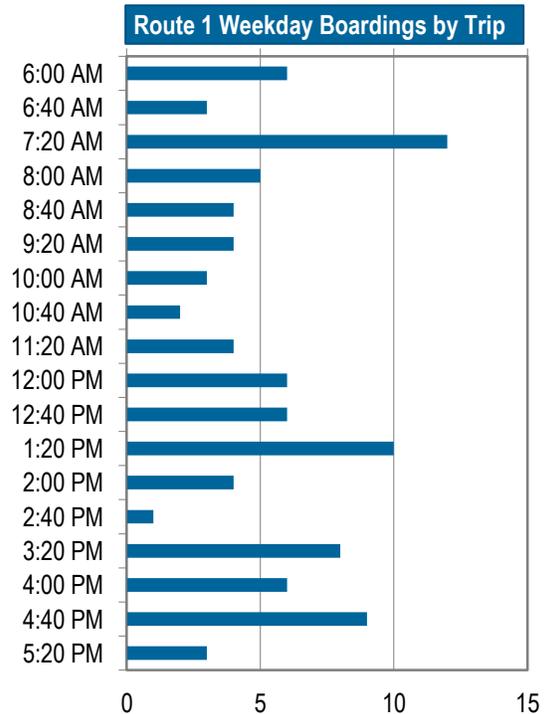
### Performance

Route 1 has 96 weekday boardings and 9.1 boardings per service hour, which is the lowest performance among all BTS routes. On Saturdays, the route has 45 daily boardings and 12.9 boardings per service hour.

The stops with at least seven weekday boardings and alightings include the Transfer Center, Woodman’s, Woodside Terrace Apartments (Madison & Burton), Olympian & Oak, Parkview Apartments (Grand & Bluff), and Liberty & Vine. The segments along Bluff St and Liberty Ave have significantly more ridership than segments along the loop at the northern end of the route, excluding the stops mentioned above. The trip with the highest boarding activity is 7:20 a.m., with 12 weekday boardings.

On weekdays, 72% of trips arrived on-time, 27% arrived early, and 1% arrived late. On Saturdays, 78% of trips arrived on-time, 19% arrived late, and 3% arrived late.

Route Characteristics	
Stops	49
Route Length (miles)	8.43
Stop Spacing (miles)	0.17
Weekday	
Ridership	96
Productivity (boardings per hour)	9.1
On-Time Performance	72%
Saturday	
Ridership	45
Productivity (boardings per hour)	12.9
On-Time Performance	78%



## ROUTE 2

### Description

Route 2 serves the west side of Beloit along a one-way loop alignment using one bus operating every 40 minutes on weekdays and every 80 minutes on Saturdays. The span of service is 6:00 a.m. to 5:55 p.m. on weekdays and 9:00 a.m. to 3:35 p.m. on Saturdays.

From the Transfer Center, the route travels to McNeel Intermediate School via Shirland, Bluff, Grand, Hackett, Highland, Townline, North, and Frederick. It then proceeds to Woodman’s via Whipple, Madison, and Burton. From there it travels back downtown via Madison, Division, Portland, and Pleasant.

The route’s one-way loop design provides coverage to most areas of west Beloit south of Portland and west of Madison, but some riders must travel out of direction to get to their destination.

### Performance

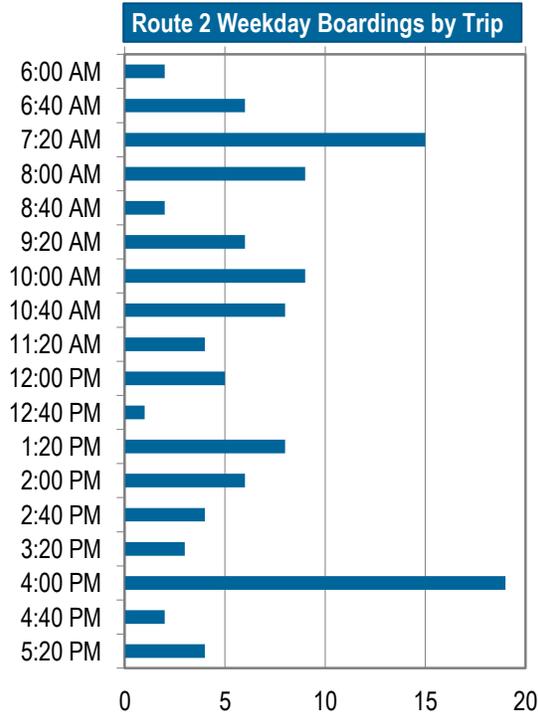
Route 2 has 113 weekday boardings and 10.8 boardings per service hour, which third among all BTS routes in terms of performance. On Saturdays, the route has 29 daily boardings and 9.9 boardings per service hour.

Stops with the highest ridership include the Transfer Center, W. Grand & Eighth, Highland & McKinley, McNeel Intermediate School, and Woodman’s. Several segments have low ridership, including Division St and portions of Portland Ave. The route has one segment in the inbound direction on the east side of the Rock River serving Pleasant Street, but it is not well utilized.

The highest ridership trips are at 7:20 a.m. and 4:00 p.m. Given the proximity to the school start and end times at McNeel, it is likely that many of the riders on these trips are students. All other trips have fewer than ten boardings per day.

On weekdays, 81% of trips arrived on-time and 19% arrived early. On Saturdays, 75% of trips arrived on-time and 25% arrived early. No late arrivals were observed.

Route Characteristics	
Stops	45
Route Length (miles)	9.06
Stop Spacing (miles)	0.20
Weekday	
Ridership	113
Productivity (boardings per hour)	10.8
On-Time Performance	81%
Saturday	
Ridership	29
Productivity (boardings per hour)	9.9
On-Time Performance	97%



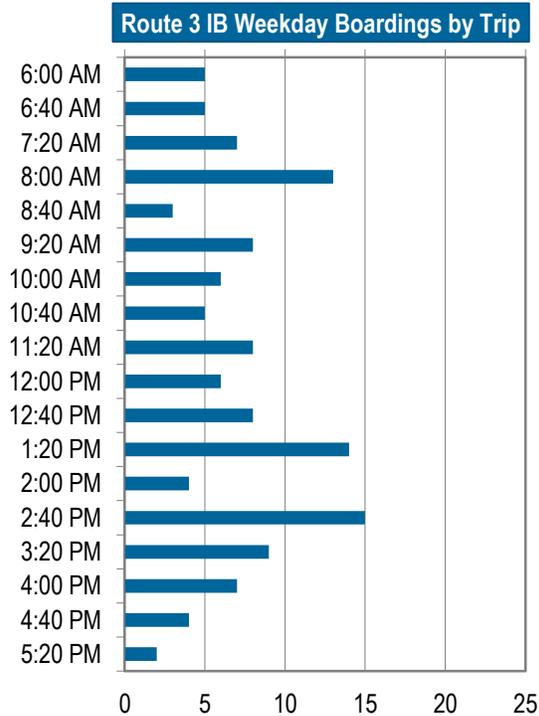
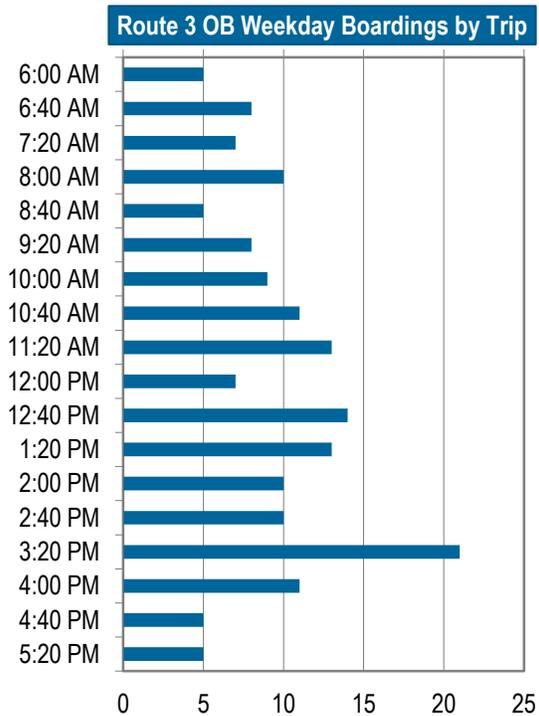
## ROUTE 3

### Description

Route 3 operates through central Beloit between the Transfer Center and Beloit Clinic at the north end of the city. On weekdays, the route is operated with two buses to provide 40 minute service from 6:00 a.m. to 5:55 p.m. On Saturdays, the route is operated with one bus providing service every 80 minutes from 9:00 a.m. to 4:20 p.m.

In the outbound direction, the route serves the west side of the Rock River along Fourth, does a loop to serve housing north of Maple, and then crosses the river to get to the Eclipse Center. From there, it operates on Henry, Church, Bayliss, Pioneer, Cranston, and Prairie before serving Shopko, Memorial Hospital and Beloit Clinic. In the inbound direction the route serves Prairie, Cranston, Shopiere, Prairie, Copeland, Eclipse Center, Wisconsin, and Broad. The only segment with bidirectional service is along Prairie Ave. The Eclipse Center is also served in both directions.

Route Characteristics	
Stops	84
Route Length (miles)	15.63
Stop Spacing (miles)	0.19
Weekday	
Ridership	301
Productivity (boardings per hour)	13.4
On-Time Performance	75%
Saturday	
Ridership	44
Productivity (boardings per hour)	6.4
On-Time Performance	73%



## Performance

Route 3 is the highest performing route in the system with 301 weekday boardings and 13.4 boardings per hour. On Saturdays, ridership is significantly lower with many fewer trips, at 44 daily boardings and 6.4 boardings per hour.

Ridership is relatively even along the entire route with the exception of major trip generators. The highest ridership stops include the Transfer Center, Beloit Memorial High School, Eclipse Center, Memorial Hospital, Beloit Clinic, Aldrich School, and Wisconsin & Woodard. The loop deviation north of Maple Ave on the west side of the river generates little ridership.

On weekdays, 75% of trips arrived on-time and 25% arrived early. On Saturdays, 73% of trips arrived on-time and 27% arrived early. No late arrivals were observed.

## ROUTE 4

### Description

Route 4 operates with one bus on weekdays at 40 minute headway from 6:00 a.m. to 5:55 p.m. On Saturdays, the route also operates at 40 minute headway but has a shorter span from 9:00 a.m. to 4:15 p.m. It is the only BTS route that operates at the same headway on Saturday as it does on weekdays.

In the outbound direction, the route operates east from the Transfer Center along Shirland, State, Broad, Pleasant, Bushnell, Park, Emerson, and Milwaukee. The route serves a terminal loop along Willowbrook, Kennedy, and Cranston before completing a U-turn on Milwaukee and serving Walmart. The route then serves the Morgan Square shopping center before proceeding inbound along Milwaukee, White, Park, Bushnell, Public, Pleasant, and Broad.

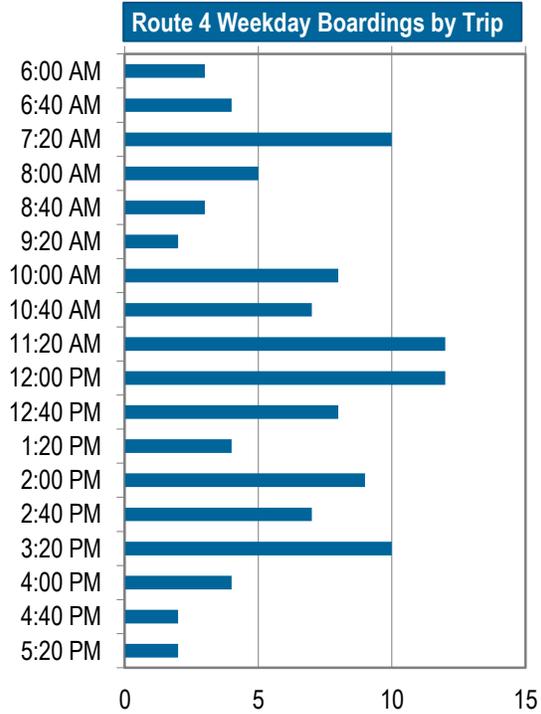
### Performance

Route 4 has 112 weekday boardings and 10.7 boardings per service hour, which is the second worst among all BTS routes. Productivity is higher on Saturdays, with 83 daily boardings and 12.9 boardings per hour.

Ridership activity on the route mostly occurs at the Transfer Center at Walmart. The only other stops with more than five boardings and alightings a day on weekdays are Scoville Hall and several stops near Walmart. There is little ridership along other route segments, particularly along Emerson and Milwaukee.

On weekdays, 69% of trips arrived on-time and 31% arrived early. On Saturdays, 87% of trips arrived on-time and 13% arrived early. No late arrivals were observed.

Route Characteristics	
Stops	50
Route Length (miles)	9.46
Stop Spacing (miles)	0.19
Weekday	
Ridership	112
Productivity (boardings per hour)	10.7
On-Time Performance	69%
Saturday	
Ridership	83
Productivity (boardings per hour)	12.9
On-Time Performance	87%



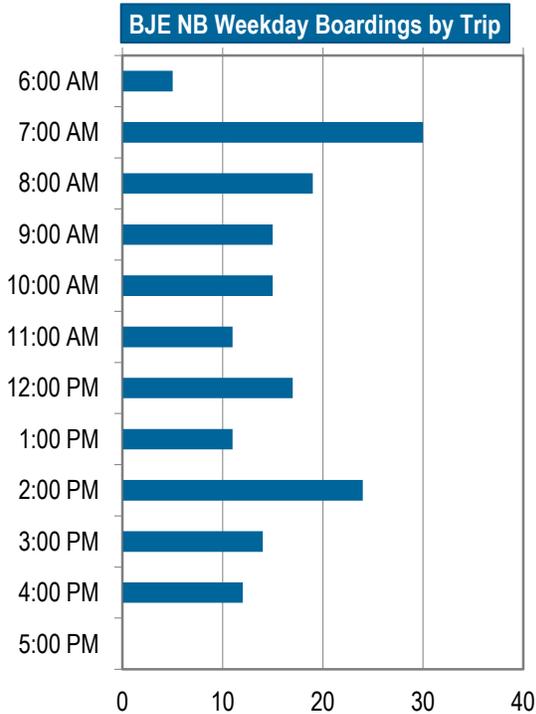
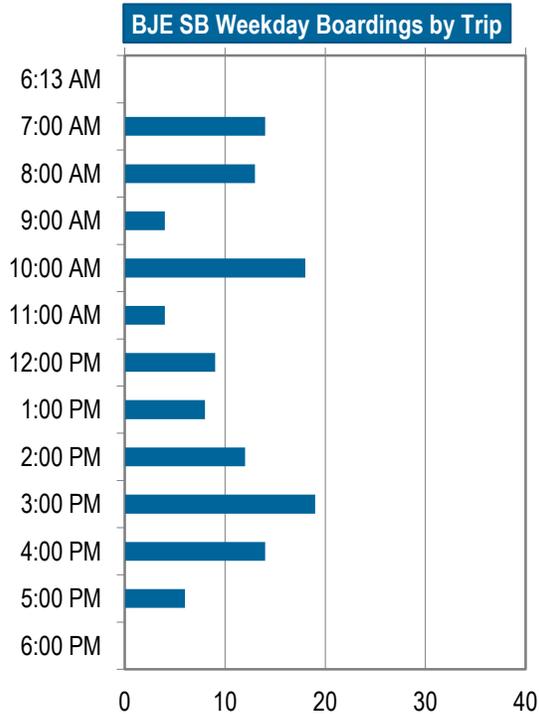
## BELOIT – JANESVILLE EXPRESS

### Description

The Beloit-Janesville Express is a route jointly operated by Beloit Transit System and Janesville Transit System to provide service between the two cities. Each system operates one bus on the route to provide combined sixty minute service from 6:00 a.m. to 6:13 p.m. on weekdays. Saturday service is not provided.

Within Beloit, the route operates on Pleasant St/Riverside Dr (Hwy 51). Between Beloit and downtown Janesville, the route serves several major destinations, including Blackhawk Tech, Industries, and the Rock County Job Center. In north Janesville, major destinations include KANDU Industries and the Rock County Complex. Rock Valley Community Programs, KANDU

Route Characteristics	
Stops	95
Route Length (miles)	48.14
Stop Spacing (miles)	0.51
Weekday	
Ridership	294
Productivity (boardings per hour)	12.8
On-Time Performance	82%



### Performance

The BJE route has 294 weekday boardings and 12.8 boardings per revenue hour, which is comparable to BTS Route 3. The two most significant stops on the route are Beloit Transfer Center and Janesville Transfer Center, indicating that many riders are destined for the city downtowns or transferring to other routes. Other stops with significant ridership activity include

Blackhawk Tech, the Rock County Job Center, Rock Valley Community Program, University of Wisconsin – Rock County, and KANDU Industries.

The route was observed operating on-time 82% of the time, early for 12%, and late for 3%. Operators have indicated that it is difficult for certain trips to operate on time, particularly 8:00 a.m. and 2:00 p.m.

## 7 SCHOOL TRIPPER ANALYSIS

### OVERVIEW

BTS operates a series of tripper routes providing service to schools in Beloit. Each route operates with one trip per time period, with the exception of Route 3X, which operates in the AM only. This section describes the performance of the four tripper routes, and boardings and alighting for each route are shown in Figures 36 and 37.

- Route 1X (McNeel Intermediate School) – AM and PM
- Route 2X (Cunningham Intermediate School) – AM and PM
- Route 3X (Beloit Memorial High School) – AM only
- Aldrich Route (Aldrich Middle School) – AM and PM

### ROUTES

#### Route 1X

Route 1X provides service to and from McNeel Intermediate School. In the morning, the route operates from the Transfer Center to McNeel, primarily on Bluff, Liberty, and Madison. In the afternoon, the route follows a much different route, starting at McNeel, serving neighborhoods in west Beloit and the library, and then traveling across town to serve Spring Brook Village mobile home park on Colley Road.

Overall ridership is low to moderate, with 6 average daily boardings in the morning and 9 average daily boardings in the afternoon. In the morning, riders board at the Transfer Center and at several other stops, and all riders alight at McNeel. In the afternoon, the route is serving two ridership patterns. About 5 to 6 riders board at McNeel, and all riders generally alight at several different stops in west Beloit so that the load is zero before serving the library stop. At the library, an average of three riders a day board the bus and ride to Spring Brook Village mobile home park.

#### Route 2X

Route 2X provides service to and from Cunningham Intermediate School. In the morning, the route operates from the Transfer Center to Cunningham Primarily via Bluff, Grand, Hackett, Highland, and Townline. In the afternoon, the route travels from Cunningham to the Transfer Center via Portland and Pleasant.

Ridership on the route is low, with just four average daily boardings in the morning and one boarding in the afternoon. In the morning, almost all riders board at the Transfer Center and alight at Cunningham, and in the afternoon, almost all riders board at Cunningham and alight at the Transfer Center.

## **Route 3X**

Route 3X provides service to Beloit Memorial High School in the morning only with an alignment that is significantly different than the regular Route 3. Route 3X starts at Freeman Parkway Apartments, serves Spring Brook Village mobile home park, and then stops along Wisconsin, Grand, and Fourth before ending at Beloit Memorial High School.

The route generates moderate ridership with an average of 11 boardings per trip. The stops responsible for most of the ridership are Spring Brook Village Mobile Home Park and Wisconsin & Copeland.

## **Aldrich Tripper**

The Aldrich Tripper provides service between the Transfer Center and Aldrich Middle School and serves many of the same streets that Route 3 inbound does. From the Transfer Center, the route operates primarily on Grand, Wisconsin, Henry, Shopiere, Cranston, and Prairie to Aldrich Middle School. The routing is almost identical in the afternoon, but it operates in the reverse direction.

The route has moderate performance, with 11 average daily boardings in the morning and 13 boardings in the afternoon. In the morning, ridership comes from the Transfer Center, Wisconsin & Keeler, and Wisconsin & Harvey stops. In the afternoon, riders board at Aldrich and alight at Wisconsin & Copeland/Harvey/Alice/Keeler, as well as the Transfer Center.





## 8 OPERATOR FEEDBACK

To help the consulting team better understand the BTS system and the operating environment in Beloit, BTS operators were interviewed to gain their insights. The following is a summary of the comments that are most relevant to this planning effort.

### General Comments

- **Service Characteristics**
  - Some riders want a direct connection to Walmart to make shopping more convenient.
  - More service to areas near Park Ave & Henry Ave may be warranted.
  - Customers have requested more Saturday service.
- **Fares**
  - Riders need more pass options, and a day pass should be considered
  - There should be a change machine in the Transfer Center, similar to what they have in Janesville.
- **Passenger Amenities**
  - Consider adding a shelter on Fourth at Family Dollar
  - Consider adding a shelter near Charter Communications on Cranston Road
- **Rider Characteristics**
  - There is a significant Spanish-speaking population riding the bus.
- **Trip Characteristics**
  - The system has significant transfer activity between routes.

### Route-Specific Comments

- **Route 1**
  - The route has adequate time in the schedule.
  - Consider serving Shore Dr with Route 1 instead of Route 2.
- **Route 2**
  - Evaluate the routing on Route 2 and consider operating on Shirland and Madison
  - The Woodman's stop is in a bad location and should be reevaluated
  - Stops on Bluff St. can be difficult to serve when there is snow.
- **Route 3**
  - It is difficult to stay on schedule on Route 3, particularly when the bus serves Caritas.
  - Consider not going into the Piggly Wiggly parking lot.

- It can be difficult to get through the Maple & 4<sup>th</sup> and Wisconsin & White intersections.
- Consider serving more of Henry Avenue.
- The one-way loop design is inconvenient for some passengers because they have to ride out of direction.
- Passengers don't like walking across the parking lot to the Hospital from the bus stop because it is a long distance.
- Ambulances sometimes block the bus at the cancer center
- Consider adding shelter on Cranston Road near Cable office
- Consider adding shelter on Henry
- It is a long way to walk to the front door of the hospital from the bus stop
- **Route 4**
  - It is difficult to stay on schedule on this route.
  - Walmart is a major destination on the route, and people also ride to Central Christian Church, Hormel, Frito Lay, the BTS facility, and Kettle Foods.
- **BJE Route**
  - Certain trips on the BJE route can be difficult to maintain on-time, particularly the 8:00 a.m. and 2:00 p.m. trips.
  - Customers request Saturday service on the BJE.
  - The BJE Route is often held up in Janesville because it needs to wait for transferring riders from JTS buses that are running late.
  - BJE fares are confusing for some people because they are different than normal fares. More information should be provided to riders about fares.

# 9 COMMUNITY INPUT

Obtaining an understanding of community perceptions, needs, and priorities related to public transit in Beloit was an important step of the TDP process. This chapter summarizes results from an on-board surveys and findings from stakeholder discussions. Collectively, these inputs along with ridership, operational and market research data were used to develop service alternatives.

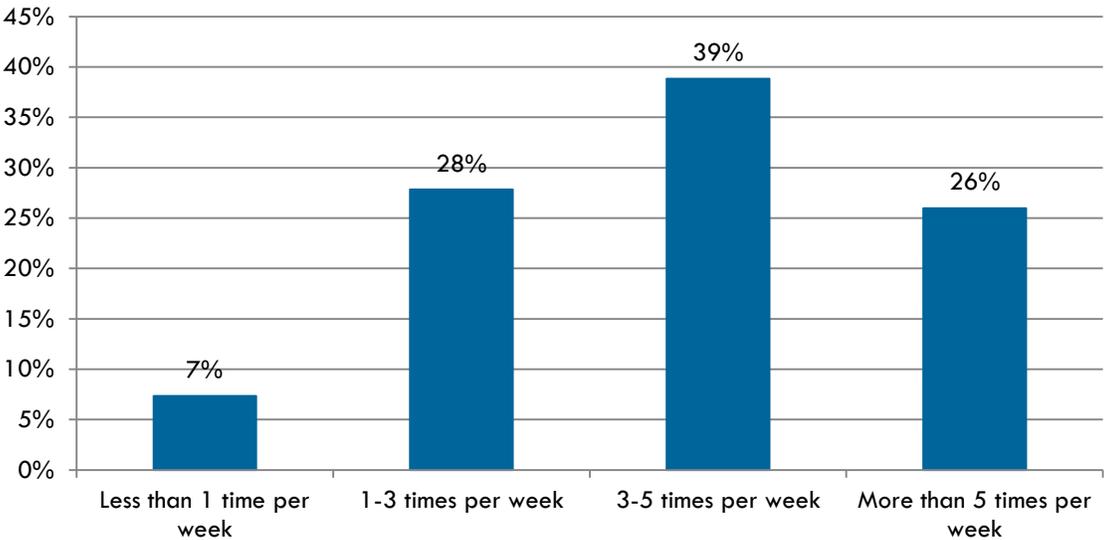
## ON-BOARD SURVEY

An on-board survey of BTS riders was conducted in the spring of 2014 by BTS staff to better understand user patterns and perceptions of the system. A total of 327 respondents answered the 13 question survey.

### Findings

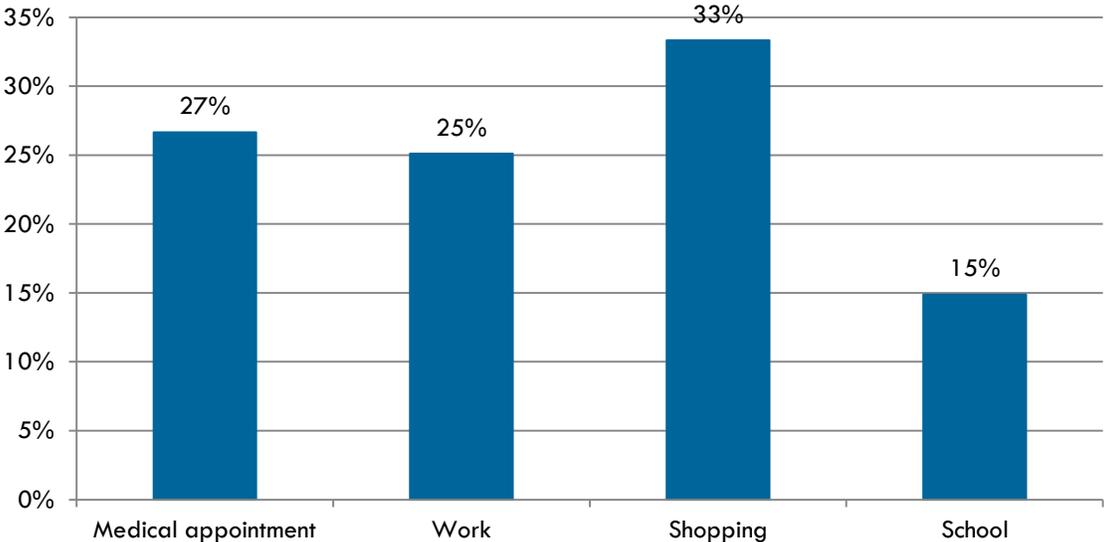
Most of the respondents indicated they are frequent riders with 39% riding 3-5 times per week and 26% riding more than 5 times per week.

Figure 38 Frequency of Use



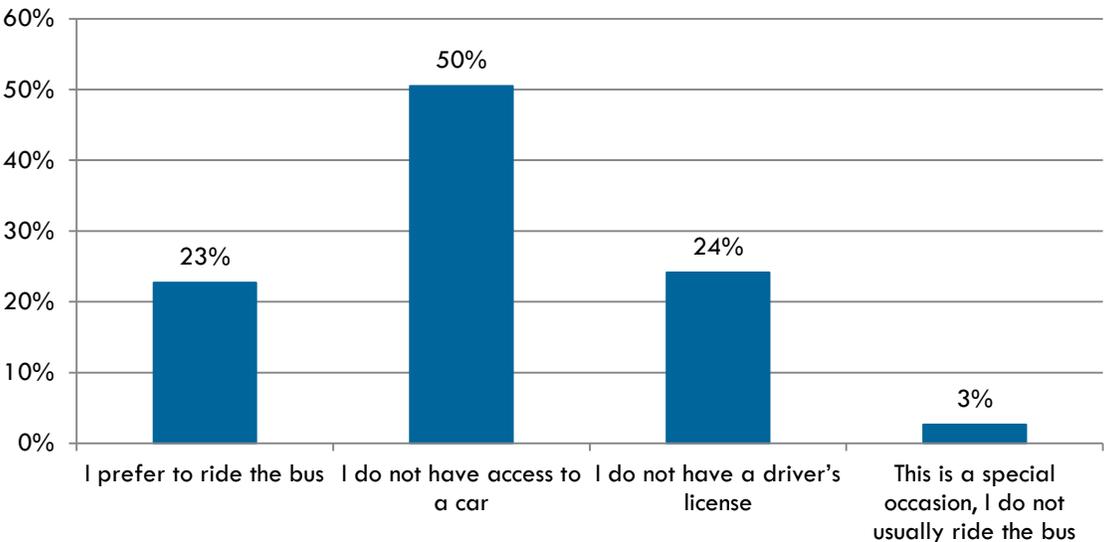
The purpose of rider's trips are diverse, with 26.7% riding for medical appointments, 25.1% for work, 33.3% for shopping, and 14.9% for school. In most transit systems, medical-related trips typically rank behind shopping and work.

Figure 39 Trip Purpose



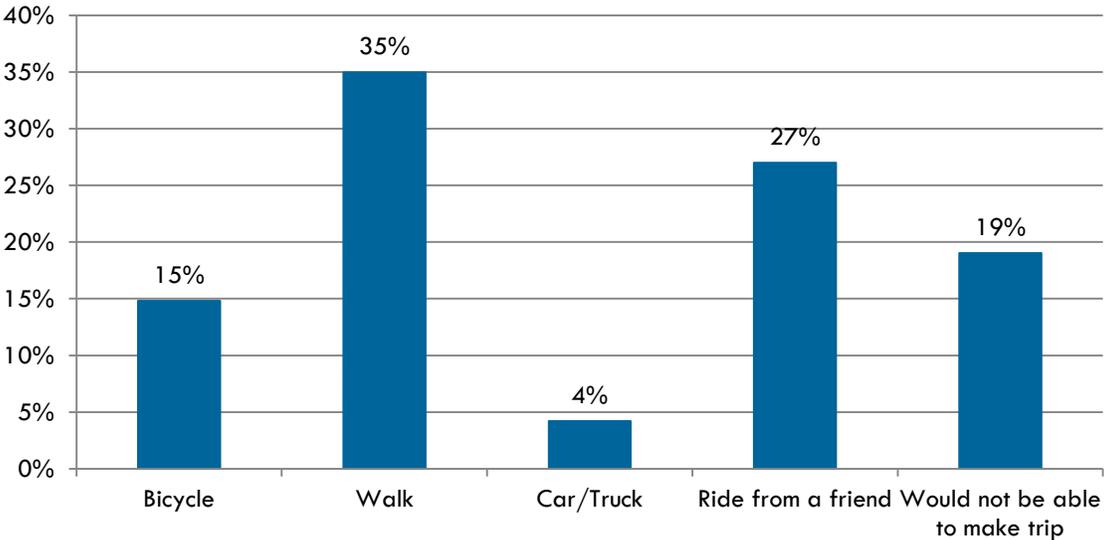
According to the survey, most riders are what would be classified as dependent riders (riders with little to no other options), as 50.5% do not have access to a car, while an additional 24.2% do not have a license to operate a vehicle.

Figure 40 Reason for Riding Bus



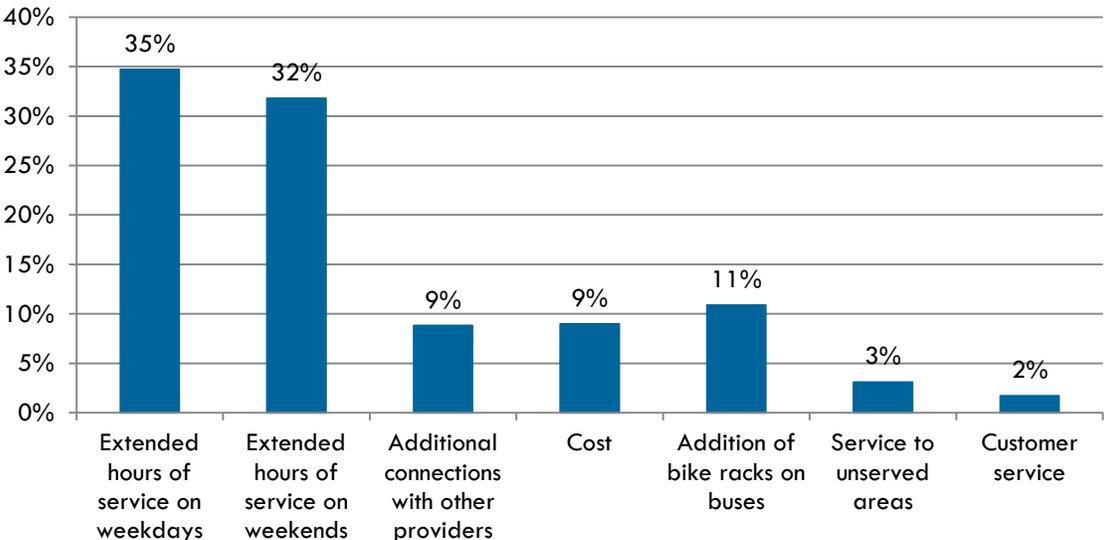
Nineteen percent of respondents indicated they would not be able to make their trip if the BTS system did not exist. With 35% of respondents, walking was the most likely travel alternative for users, although the distance of such trips is unknown.

**Figure 41 How would you Make this Trip if the City Bus was Not Available?**



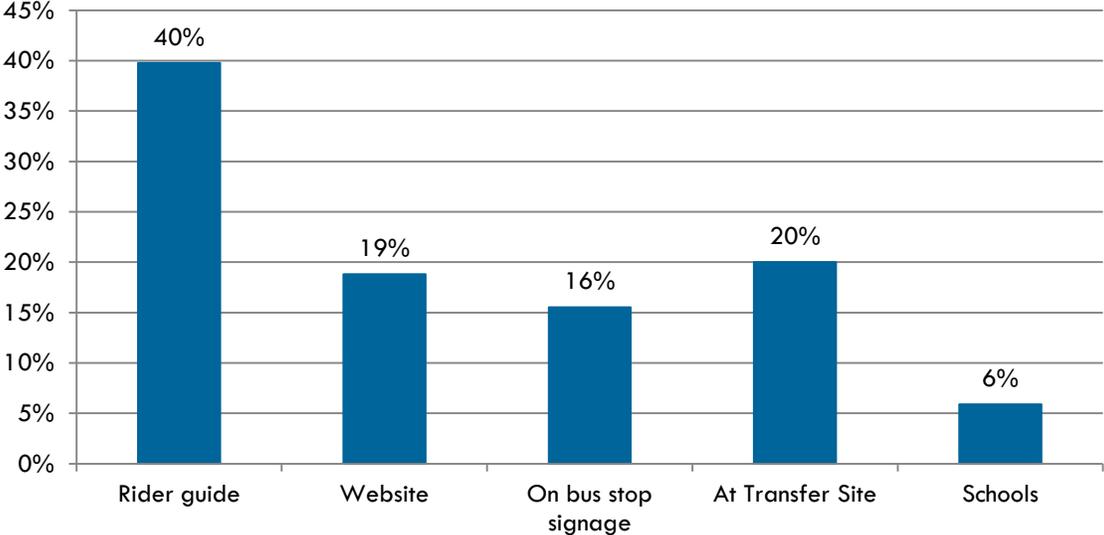
Extended hours for both weekday (34.7%) and weekend (31.8%) service are by far the most desirable service improves respondents would like to see made to the BTS. The addition of new services did not rank highly on the desires of survey respondents. Only 8.8% would like to see improved connections with other transit systems and only 3.1% want service added to new areas.

**Figure 42 Potential Service Improvements**



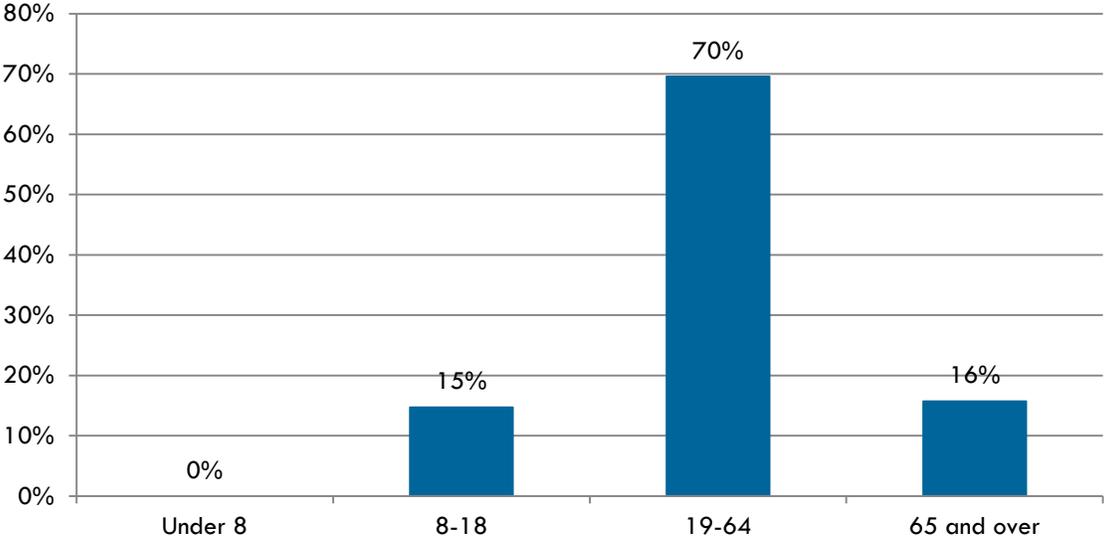
When asked how they would like to obtain information about BTS, the most popular answers were rider guide (40%), at transfer site (20%), and website (19%). This indicates that the rider guide is the most important component of rider information to focus on.

**Figure 43** How would you Like to Obtain Information Related to BTS?



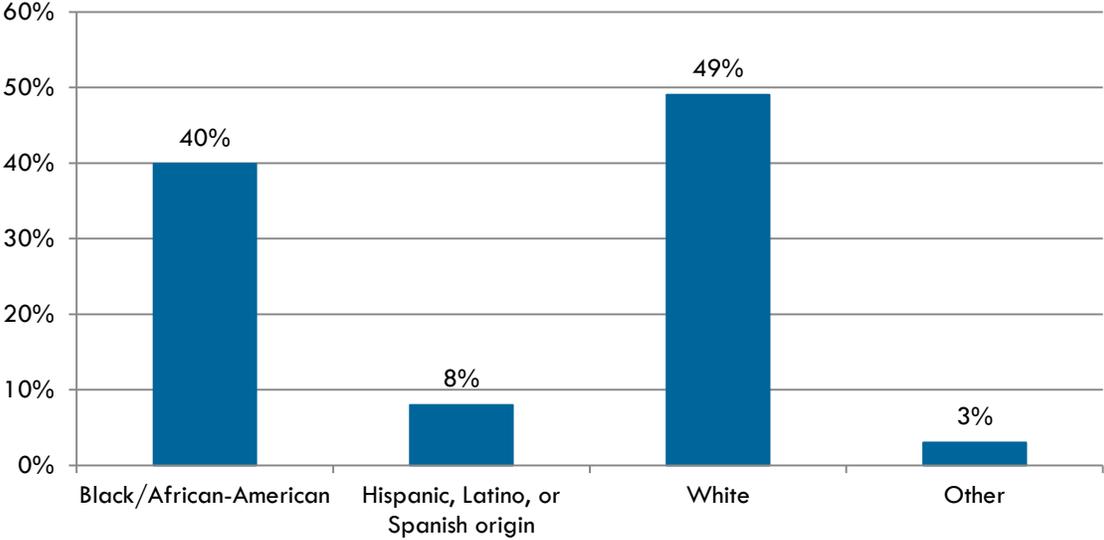
The vast majority of riders who took the survey (70%) were adults between the ages of 19 and 64. Of the rest, 16% were 65 and over and 15% were 8-18.

**Figure 44** Age



Respondents were diverse, with 49.0% of respondents identifying as white, 39.9% as Black/African-American, 8.0% as Hispanic/Latino, and 3.0% other.

Figure 45 Race/Ethnicity



## IDENTIFICATION OF COMMUNITY STAKEHOLDERS

To better understand community perceptions, needs, and priorities related to public transit, a list of potential stakeholders was developed by BTS staff with the assistance of community leaders familiar with local and regional organizations. Several different segments of the community were encouraged to participate in the stakeholder discussions, including organizations that serve seniors, people with disabilities, students, persons living in poverty or without a home, and several other community organizations.

The consultant team also considered the need for transit access to major employment centers by identifying employers (200 or more employees) located within the City of Beloit, as shown in Figure 46.

**Figure 46 Major Employers within the City of Beloit**

Employer	Product or Service	Currently Served by BTS	Number of Employees
Beloit Health System	Medical Services	Yes	1,550
School District of Beloit	Public Education Grades K-12	Yes	1,006
Kerry Americas	Dehydrated Food Products	No	690
Frito-Lay	Snack Foods	Yes	685
City of Beloit	Municipal Services	Yes	475
Beloit College	4-year Liberal Arts College	Yes	413
ABC Supply Co.	Roofing, Siding and Building Products	Yes	406
Fairbanks Morse Engines	Diesel Engines & Accessories	Yes	373
Walmart Super Store	Retail Department Store	Yes	300
Hormel Foods	Canned Meat Products	Yes	300
Staples Fulfillment Center	Office Supply Distributor	No	220
Serta Mattress Co.	Mattresses	Yes	210

The majority of major employers located within the City of Beloit are currently served by Beloit Transit System, with the exception of Kerry Americas and Staples Fulfillment Center, which are located east of Interstate 90.

Ultimately, the project team concluded to not create a stakeholder group comprised of major employers due to low historical ridership caused by warehouse work shifts not aligning to the limited operating hours provided by BTS. However, the project team determined that the service planning process should include an emphasis on improving direct access from residential areas with high transit demand to major employers situated within the Beloit Industrial Park. Currently, the majority of riders traveling to Beloit Industrial Park must connect at the Beloit Transfer Center due to the current Route 4 alignment.

## STAKEHOLDER DISCUSSIONS

Two stakeholder discussions were held on November 5<sup>th</sup>, 2014 at the Eclipse Center. A total of 17 individuals representing a wide variety of organizations participated in the stakeholder meetings. Organizations represented in the stakeholder discussions are listed in Figure 47.

**Figure 47 Stakeholder Participants**

Name	Organization
Gary Bersell	KANDU Industries
Regina Dunkin	Merrill Community Center
Tammy DeGarmo	Project 16:49 / Robin house
Donna Goldsmith	Rock-Walworth Comprehensive Family Services Head Start
Patty Hansberry	Retired and Senior Volunteer Program of Rock County
Marline Holmes	Women's Fund of the Stateline Community Foundation
Steve Howland	Interested Citizen
Jeff Hoyt	Hands of Faith
Chuck Kincaid	Beloit City Council
Sandra Kincaid	Women's Fund of the Stateline Community Foundation
Janelle Marotz	School District of Beloit
Stacy Nemetz	School District of Beloit
Cecilia Ramirez	Latino Service Providers Coalition
Travis Schueler	Rock Valley Community Programs
Robin Stuh	School District of Beloit
Carol Wickersham	Duffy Community Partnerships
Shirley Williams	Interested Citizen

At the start of each stakeholder discussion, participants were given a brief overview of the study, its goals, and the purpose of the stakeholder meeting. Participants were asked to describe the services offered by their organization or agency, and to discuss what they viewed as the top transportation issues or challenges in Beloit. They were then asked to discuss their views on local transit services in Beloit, its strengths and weaknesses, and key transit needs.

## Major Themes

A number of major themes emerged during the stakeholder discussion meetings. Rather than attribute comments to an individual or a stakeholder group in isolation, the major themes have been summarized below.

### Cost of Transit

- Many BTS riders are low-income and the cost to ride may be an impediment to riding the bus more. Stakeholders have heard of riders only shopping one day a week because they can only afford to ride the bus one day a week.
- Appleton and Janesville have free or reduced transit costs for students. Stakeholders would like BTS to provide a more discounted fare for students. A discounted semester pass is available as well as ten ride punch passes, but it can be difficult to come up with the money in advance for those items. One idea is to spread the cost of a yearly pass over four terms instead of two semesters.
- BTS should consider more low income passes and fare media that make it more affordable to make frequent trips. The system should examine if there are revenue neutral ways to increase ridership.

### Evening Service

- Consider evening service in Beloit, like Janesville, which has deviated fixed route service in the evenings. This service has allowed KANDU Industries to expand.
- The last BJE trip arrives in Beloit at 6:00 p.m., but there is no local service to take riders to other parts of town at that point, because there is no evening service.
- Some students at Beloit College can't get to jobs and internships because of transportation issues, particularly in the evening. A student fee to fund additional service is worth exploring.
- Transportation at night is a concern for everyone, because most jobs are outside the community. Look at shift change times for opportunities to serve workers.
- Getting to urgent care at night is an issue.
- Many kids don't do school activities at night because they have no transportation home due to the lack of evening service.
- Many teenagers can't work because they don't have transportation in the evenings due to a lack of bus service.

### Service Design

- Some feel that bus stops are too far from where people live and where they want to go. Others feel that the routes do a good job of covering the city.
- The one-way loop structure can make the routes slow and time consuming due to out of direction travel.
- There are pockets residents in Beloit Township that would benefit from service.
- Consider operating service to Staples Fulfillment Center and Frito Lay.

- The infrequent service on the BJE route is an issue. Some wish it were more frequent. In addition, it can be time consuming to make a transfer because the BJE operates every 60 minutes but the other routes operate every 40, so transfers are not timed.

### **Passenger Information**

- Many people don't know that maps and information about the system exist.
- Some people have a hard time understanding and reading maps, making it difficult to understand the system.
- Language is a barrier for some people riding the bus. BTS should consider providing materials in Spanish.
- Leverage partnerships with organizations to provide information to the community.
- It would be nice to have someone explain how the system works to kids. The school district has to explain to people how to use the bus, and it can be confusing. Students tend to learn from other students. In the past, schools have had outings in the city where they used the bus, and that showed students how to use it. There could be a summer class on how to use the bus.
- Showing stop locations on the route map would be helpful.
- Google Transit will help, but not everyone has Internet access.
- People often don't know where bus stops are because the signs are difficult to spot.
- Have some kind of connection with social media to attract young people.

### **Passenger Amenities**

- Passenger amenities are poor at most stops, with no bench and no shelter.
- Shelters should be installed in places where there are lots of riders.
- The Transfer Center feels isolated to some people. Consider improving the landscaping to enhance it visually, and make it more like a park.

### **Public Outreach**

- Surveying students is a good idea, to find out about their needs and family needs. There are kids who would want to do sports, but can't because they don't have transportation.
- Find places where people naturally congregate to get input.

### **Other**

- Safety is a concern for people walking to and from the bus stop at night.
- The plan should consider that the city needs better infrastructure for ridership. Sidewalks and lighting are an issue, and there should be sidewalks along all bus routes.
- The transit system should make a map of which areas need capital improvements.
- Many places in the city don't have sidewalks, and the sidewalks that do exist are often covered with snow in the winter.
- Enhance the aesthetic value of transit, and ridership and support will increase.
- Advertising may be a way to get more funds for transit.
- Seek diversity among bus drivers.

# 10 SERVICE ALTERNATIVES AND PUBLIC FEEDBACK

## COST-CONSTRAINED SERVICE ALTERNATIVES

Two alternatives for fixed-routes in Beloit were developed based on service and demographic analyses, stakeholder input, and customer feedback. Both alternatives were cost-constrained, meaning they would cost the same to operate as the existing system.

Alternative A, which is illustrated in Figure 48, had the following characteristics:

- *Improved crosstown access:* Modified Route 4 would improve directness of service for many customers by creating a one-seat ride to major destinations, such as Walmart, Beloit Memorial High School, and the Eclipse Center, which would increase ridership.
- *Maintains service headway:* Buses would come every 40 minutes like they do today.
- *Maintains coverage:* Maintains service to most neighborhoods that are currently served.

Alternative B, which is illustrated in Figure 49, had the following characteristics:

- *Improved crosstown access:* Modified Route 4 would make it easier to travel between the westside of Beloit and locations on the eastside, including Walmart and the Eclipse Center.
- *Improves service headway:* Buses would run every 30 minutes instead of every 40 minutes. This would make it more convenient to connect to the BJE route, which runs every hour. Improving frequency to 30 minutes has resulted in 20% increases in ridership in other systems due to decreased waiting times and better connections.
- *Reduces coverage:* In order to have 30 minute headway, buses would not serve as many streets. Certain streets that are served today and in Alternative A, such as Olympian Blvd and Colony Ct, would not be served

The public had the opportunity to review the two cost-constrained alternatives using both the traditional public meeting format and an online survey. Feedback from each outreach effort is described in this chapter.

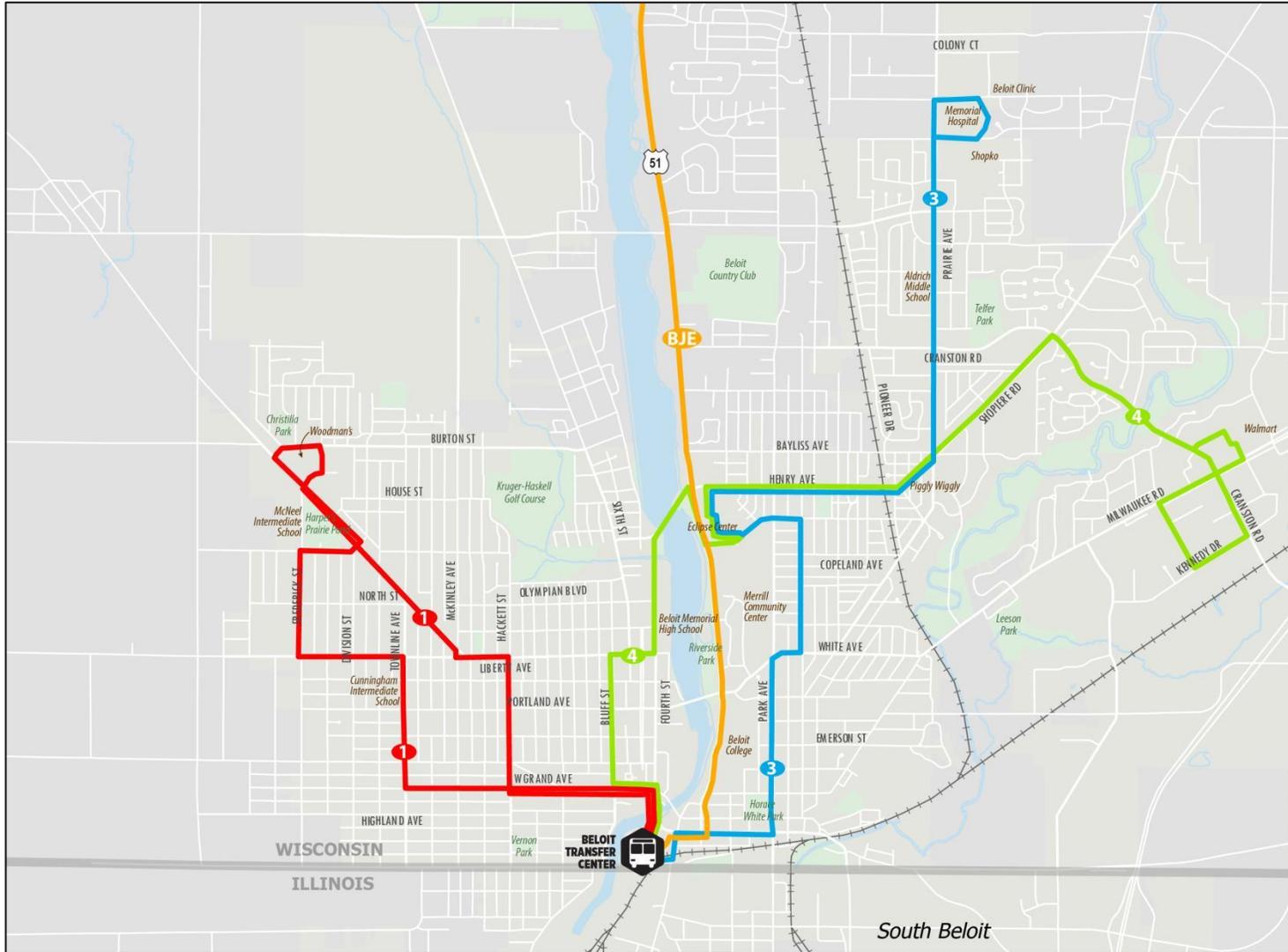
TRANSIT DEVELOPMENT PLAN | FINAL REPORT  
 City of Beloit

Figure 48 Alternative A Route Alignments



TRANSIT DEVELOPMENT PLAN | FINAL REPORT  
 City of Beloit

Figure 49 Alternative B Route Alignments



## SERVICE REDUCTION ALTERNATIVE

Decreased funding for the Beloit Transit System at the state level is a possibility within the next five years. As a result, a two-step service reduction alternative was developed as worst-case scenario. Service reduction is not recommended and therefore, was not presented to the public.

### Service Reduction Phase 1

Should such a catastrophic situation occur, the least damaging service reduction would be to eliminate Saturday service, reducing service to 19,550 annual hours.

**Figure 50 Service Reduction Phase 1**

Route	Recommendation	Annual Hours	Peak Vehicles
1 Cranston	Discontinue Saturday service	6,545	2
2 Prairie	Discontinue Saturday service	6,545	2
3 Madison	Discontinue Saturday service	3,315	1
Beloit-Janesville Express	No changes	3,145	1
		<b>19,550</b>	<b>6</b>

### Service Reduction Phase 2

If greater reductions are necessary after eliminating Saturday service, a modified route network utilizing four peak vehicles would provide skeletal bus service. This route network would maintain coverage to most neighborhoods currently served, reducing service to 16,320 annual hours.

- 1 Milwaukee – A route serving East Beloit, including Milwaukee Rd and Walmart. This route would be very similar to the existing Route 4, but would be operated bi-directionally other than the terminal loop.
- 2 Prairie – A route serving Central and North Beloit, including Beloit High School, Eclipse Center, and Beloit Memorial Hospital. This route would be operated with two vehicles and would follow an alignment similar to the existing Route 3, but would be operated bidirectionally.
- 3 Madison – A loop route serving West Beloit, this is the same route alignment included in the Phase 1 recommendations.

**Figure 51 Service Reduction Phase 2**

Route	Recommendation	Annual Hours	Peak Vehicles
1 Milwaukee	New route East Beloit, similar to existing Route 4	3,315	1
2 Prairie	New route serving Central and North Beloit	6,545	2
3 Madison	Loop route serving West Beloit	3,315	1
Beloit-Janesville Express	No changes	3,145	1
		<b>16,320</b>	<b>5</b>



## PUBLIC MEETINGS

BTS customers and members of the public were engaged in the TDP process on February 18 when service alternatives were introduced. Open house meetings were held at the Beloit Transfer Center from 10:00 a.m. to 2:00 p.m. and at the Beloit Public Library from 4:00 p.m. to 6:00 p.m. Both meetings were advertised on buses and at the transit center.

The open house at the Beloit Transfer Center had over 30 participants, 18 of whom provided responses to a four-question intercept survey. Poster boards depicting existing ridership patterns and two varying scenarios were provided to foster discussion. Participation primarily consisted of existing customers that use the service on a regular basis for shopping and medical trips. Additional participants consisted of customers with work schedules that do not align well with existing bus schedules (i.e., shift workers and temporary employees) and non-riding citizens interested in transit.

The open house at the Beloit Public Library was sparsely attended with five participants. Poster boards and a brief slideshow presentation were provided to inform participants of the TDP process and potential outcomes.

In addition to learning about the cost-constrained service alternatives, meeting attendees were asked to fill out a survey to help the project team prioritize potential service improvements. The results of this survey are illustrated in Figure 53. When asked about service headway versus coverage, 71% favored maintaining service in all areas currently served and operating every 40 minutes, and 29% favored reducing service in low ridership areas and operating every 30 minutes. When asked about stop spacing, 79% favored spacing bus stops every other block to minimize walking distance, while 21% favored spacing stops every 3-4 blocks to minimize travel time.

When asked about service span versus headway, 88% favored extending service from 6:00 p.m. to 9:00 p.m., while 12% favored improving headway to 30 minutes. When asked about days of service, 50% favored providing more weekday service, while 41% favored adding Sunday service.

**Figure 53 Public Meeting Tradeoff Exercise**

Tradeoff	Choices	% of Responses
Headway and Coverage	Reduce service in low ridership areas and operate every 30 minutes	29%
	Maintain service in all areas and operate every 40 minutes	71%
Service Expansion	Improve headway to 30 minutes	12%
	Extend evening service to 9:00 p.m.	88%
Service Expansion	Provide more weekday service	59%
	Add Sunday service	41%
Access and Directness	Space bus stops every other block to minimize walking distance	79%
	Space bus stops every 3-4 blocks to minimize travel time	21%

## ONLINE SURVEY

An online survey was conducted to gather feedback about the cost-constrained service alternatives. The survey was advertised on buses, on the BTS website and through email communications. A total of 26 people took the survey. Results are shown in figures 54 to 61, and major findings are summarized below:

- When asked which service alternative they prefer, respondents overwhelmingly chose Alternative A (85% of respondents) over Alternative B (15% of respondents), indicating that service coverage is more important than headway improvements. This finding is consistent with feedback received at the open house that was held at the Beloit Transfer Center.
- The most popular potential service improvements were increasing service headway from 40 minutes to 30 minutes, followed by extending weekday service to run until 9:00 p.m., and providing more Saturday service. Despite the majority preference to retain a 40-minute system over a more compact 30-minute system, headway improvements are important to customers.
- The most popular capital improvement was bike racks on buses, followed by improved lighting.
- Just over half (56%) of respondents are regular riders.
- About 80% of respondents are in the 25 – 64 age group.
- About half (52%) of respondents are employed full-time or part-time, 39% are unemployed, and 9% are retired. Only one student responded.
- About two-thirds (68%) of respondents have a smartphone with Internet access.

Figure 54 Which Service Alternative Do You Prefer?

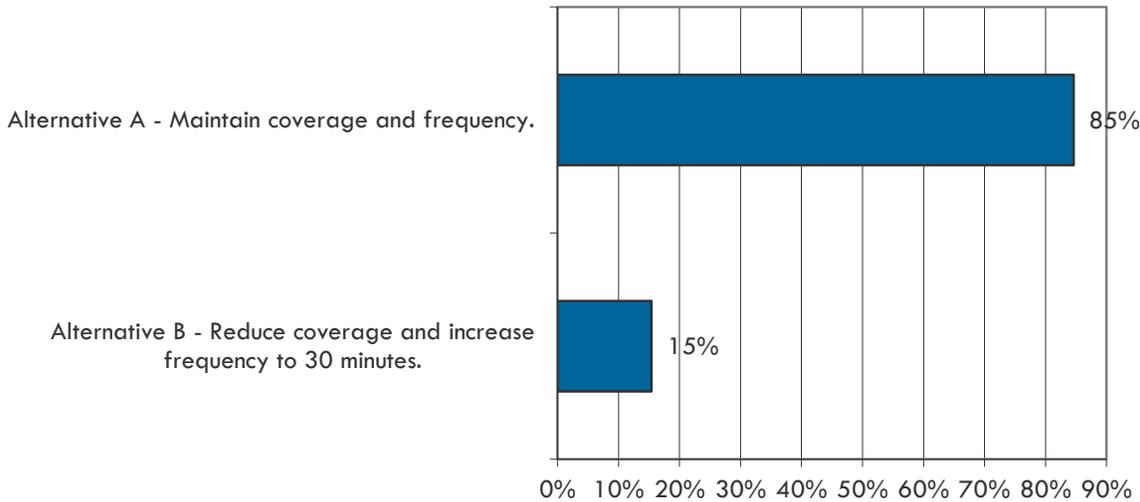


Figure 55 Rating of Potential Service Improvements

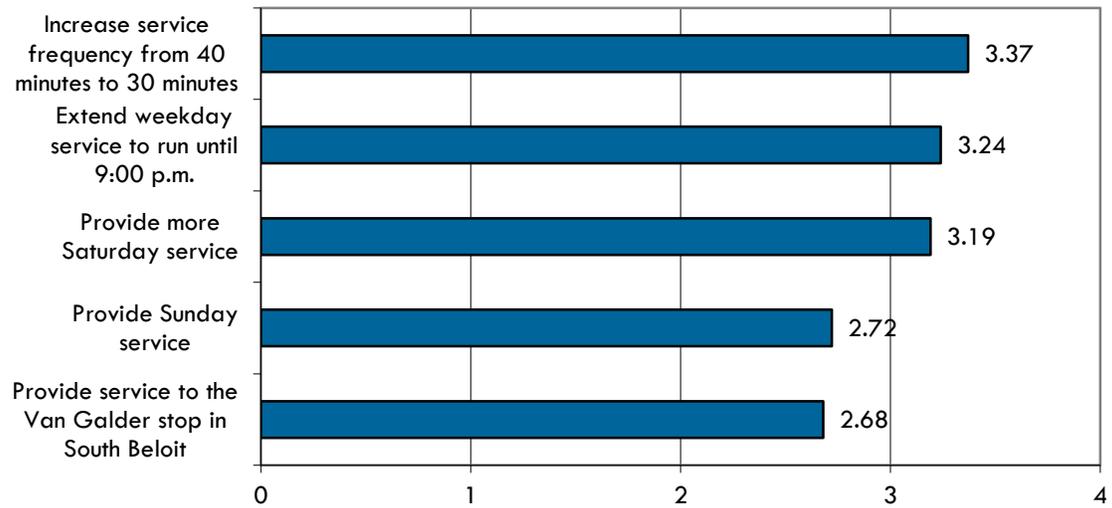


Figure 56 Rating of Potential Capital Improvements

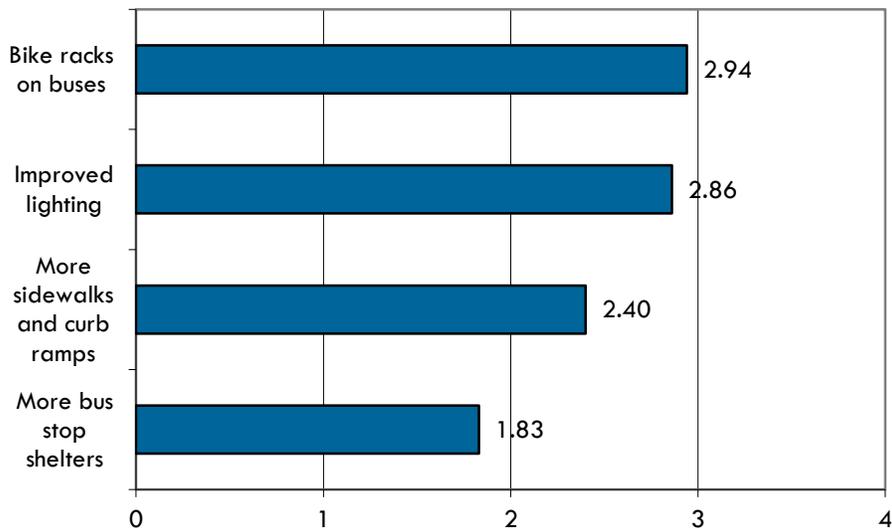


Figure 57 Frequency of Riding BTS

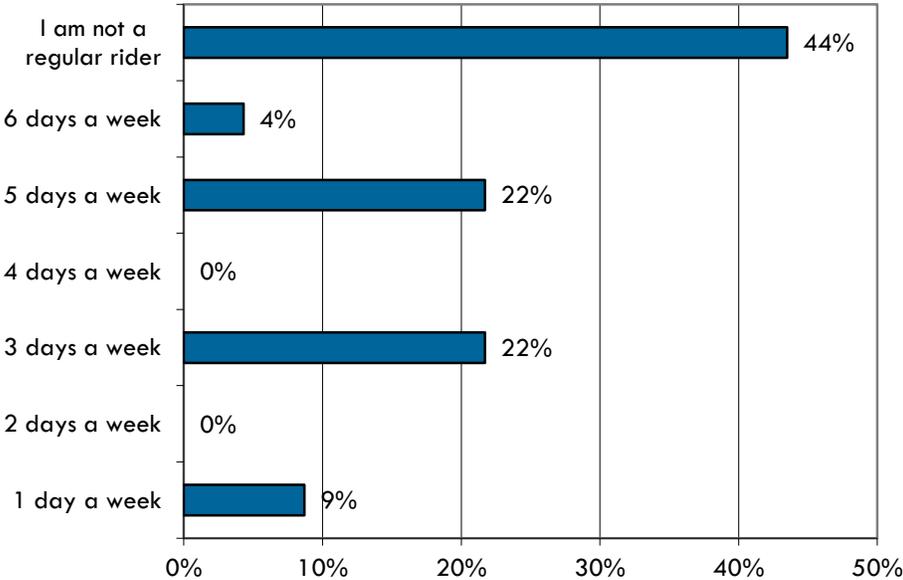


Figure 58 Routes Frequently Used by Survey Respondents

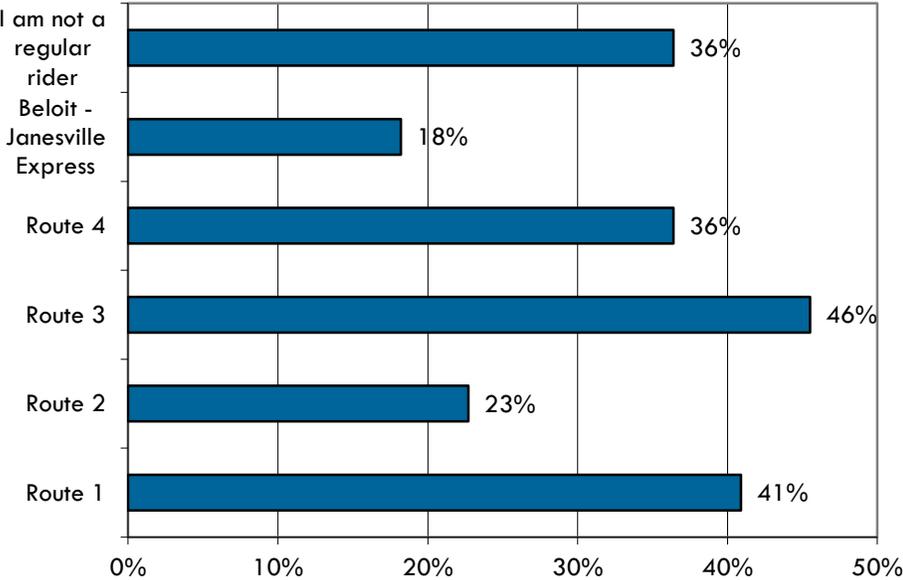


Figure 59 Age of Respondents

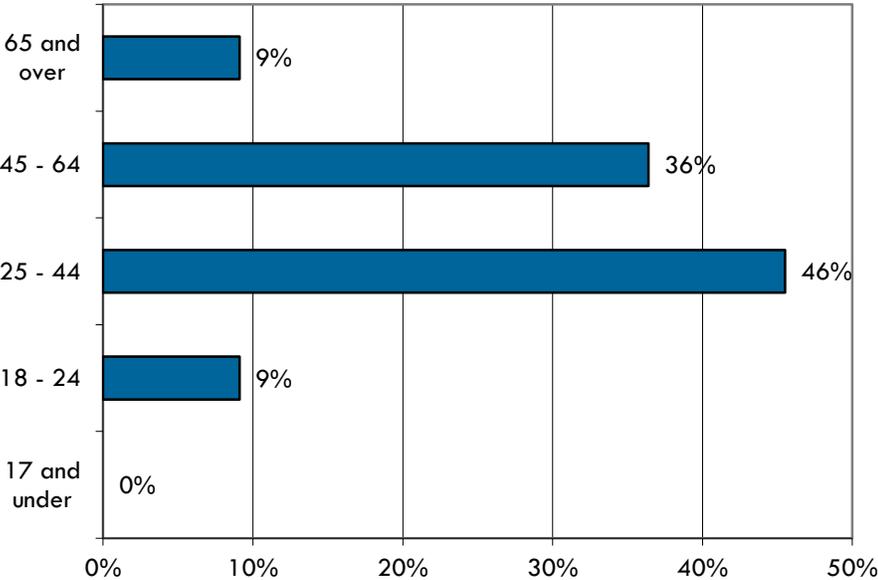


Figure 60 Employment Status of Respondents

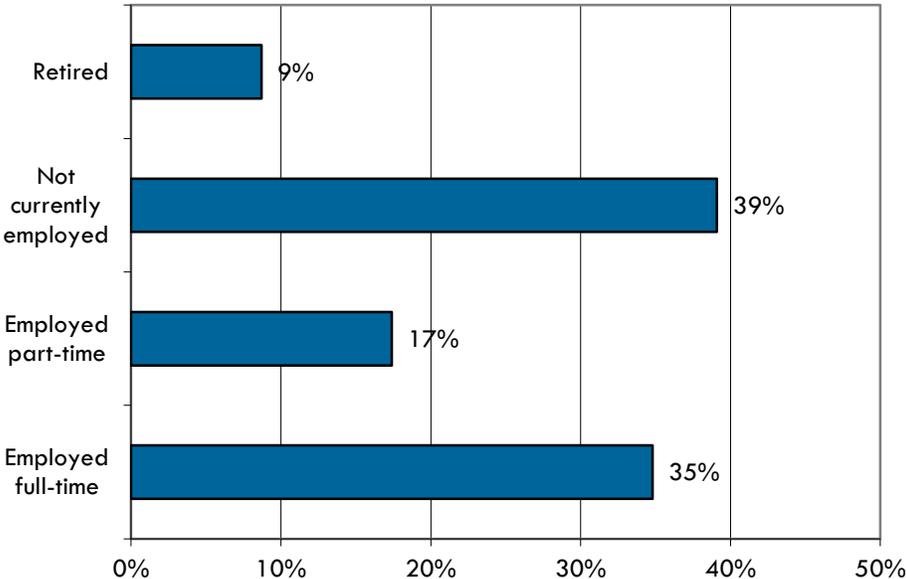


Figure 61 Student Status of Respondents

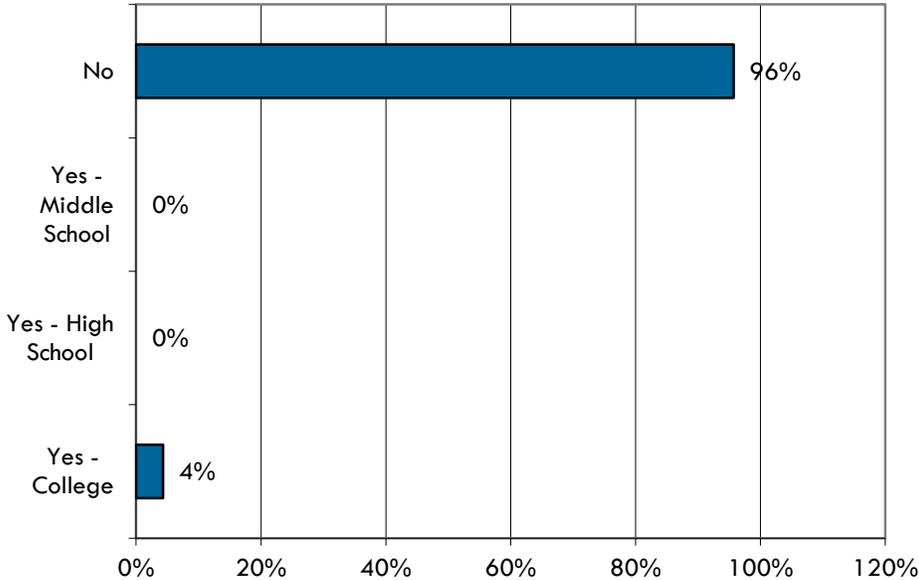
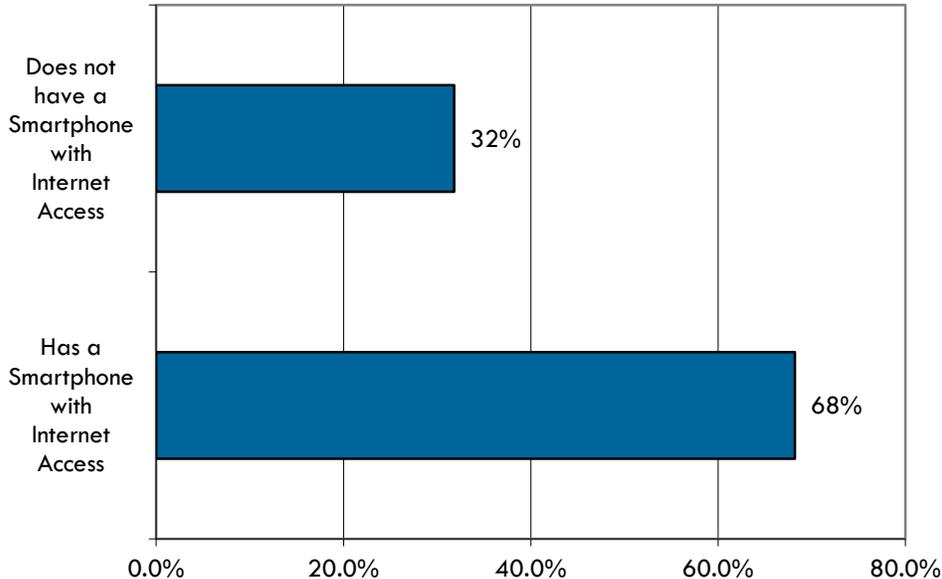


Figure 62 Smartphone Access



# 11 RECOMMENDED SERVICE CHANGES

## SERVICE RECOMMENDATION INPUTS

Service recommendations were developed based on a number of inputs, including:

- Ridership distribution at the bus stop and route segment level
- Route design
  - Trip directness
  - Route connectivity outside of Beloit Transfer Center
- Route schedules
  - Trip level ridership
  - On-time performance
  - Relationship between existing service span and work schedules
- Socio-economic characteristics
  - Areas of high transit demand
- Bus operator feedback
  - Operational issues
  - Customer requests and comments
- Customer feedback obtained via on-board survey, online survey, and public meetings
- Stakeholder and BTS staff input

## KEY ISSUES ADDRESSED

Service recommendations specifically focus on resolving the following issues:

- **Indirect service/reliance on transfers.** The lack of bi-directional service on Routes 1, 2, and 3 results in inconvenient travel times due to loop alignments. Most customers riding to Walmart connect to Route 4 at Beloit Transfer Center.
- **Schedule constraints.** The early end time of service on weekdays and Saturdays precludes employees working late shifts from riding the bus home.
- **Underserved areas.** Route recommendations focus on improving service to residential areas with a high demand for transit service.
- **Operational issues.** Recommended route alignments minimize turns at unsignalized intersections and shift service from residential streets to arterial corridors.

## Indirect Service/Reliance on Transfers

Route 1 and 2 can be classified as “coverage” routes serving the western half of Beloit. While the large loop on Route 1 and convoluted alignment of Route 3 provide bus access within walking distance of most residences in West Beloit, neither provides convenient service to the Beloit Transfer Center. Many customers must walk several blocks to or from their stop and/or ride around the loop depending on the direction they are traveling.

Route 3 offers bi-directional service north of Cranston yet operates on both sides of the Rock River between the Beloit Transfer Center and Eclipse Center, bypassing Beloit Memorial High School in the inbound direction. Furthermore, Route 3 splits again between the Eclipse Center and Cranston, serving several residential streets instead of familiar and accessible arterial corridors.

The only stop with significant ridership along Route 4 is Walmart, which is the second-highest ridership stop outside of the Transfer Center on weekdays and the highest ridership stop outside of the Transfer Center on Saturdays. The lack of residential origins along Route 4 suggests that most customers traveling to Walmart connect from other local routes at the Transfer Center. Transfers are particularly inconvenient for customers shopping for groceries or other large items.

Although Beloit Transfer Center is climate-controlled and well-maintained with restrooms and fare token vending machines, the ability to reach major destinations such as Beloit Memorial High School and Walmart without transferring would significantly improve service to existing customers.

## Scheduling Constraints

The primary limitation regarding route schedules is the lack of evening service, which came up as a high priority service improvement during public meetings and stakeholder meetings. It should be noted that customers returning to Beloit on the last trip of the Beloit-Janesville Express are not able to connect to any BTS routes due to their limited service span.

While the addition of evening trips would not likely increase ridership productivity (measured as boardings per revenue hour) as transit ridership tends to decrease after 4pm on any system, it would improve job access and has the potential to attract new riders.

Another major scheduling is the minimal level of service on Saturdays. In addition to a limited service span for the entire system, Routes 1, 2, and 3 operate at 80-minute headways, further reducing the viability of using transit for employment or medical appointments.

## Underserved Areas

Stop level ridership reveals low ridership along several corridors, including Burton, House, McKinley, Pioneer, and Milwaukee. Conversely, higher ridership is observed along several residential corridors, including Townline, Bluff, Grand, and Wisconsin. Each of these areas also exhibited a high propensity towards transit based on the market analysis.

The reallocation of resources from low ridership areas enables the creation of bi-directional service to high demand areas, which would likely generate increased ridership.

## Operational Issues

BTS local routes have evolved into the current alignments over the years due modifications prompted by customer requests and new development. In conjunction with these changes, several turns have been added, resulting in reduced travel speeds. The operation of 35' buses on narrow residential streets also creates hazards in the form of bus-to-auto conflicts, tight turns, and limited pedestrian visibility.

The streamlining of routes will reduce the number of operational issues and increase travel speeds for customers. Faster service will also result in increased recovery time between trips, which should have a positive impact on schedule reliability.

## SERVICE RECOMMENDATIONS

While passenger loads on BTS routes do not indicate a need for supplemental service during any time of the day, the return to 30-minute headways would improve customer experience and increase ridership. Unfortunately, BTS would have to significantly reduce service coverage by shortening routes (not recommended) or increasing the number of peak vehicles by two and redesign the system, which requires a significant capital investment and a commitment to ongoing operating costs, to achieve 30-minute headways.

Practical service improvement options that would increase the availability and attractiveness of BTS service for current and potential customers include:

- Increased span (hours of operation) to improve job access and BJE connections
- More frequent service on Saturday
- The addition of Sunday service

The initial phase of service changes consist of a system restructure that is cost-neutral in terms of revenue hours and peak vehicles. The intent of the system restructure is to maximize the limited resources (revenue hours) allocated to BTS service while laying the foundation for future growth as additional funding become available. Implementation of each phase of the service plan shall coincide with subsequent fiscal years to maintain a steady level of system growth.

The recommended local route system consists of three routes, as opposed to the current four route system. Key benefits of the service recommendations are:

- New crosstown service connecting west, central, and east Beloit
- Improved route directness and increased schedule flexibility
- Improved access to Cranston Rd employment and shopping destinations
- Increased service to the Eclipse Center and Public Library
- Continued direct access to medical facilities and senior housing/activities
- Elimination of inefficient Milwaukee Rd segment
- High probability of increased ridership

Descriptions of each recommended route is included in this section. A system map depicting each local route along with the Beloit-Janesville Express is provided in Figure 63.

## Route 1 Cranston

Route 1 will serve as a crosstown route linking the Beloit Transfer Center and several neighborhoods with major destinations such as Grinnell Hall Senior Center, Beloit High School, the Eclipse Center, Beloit Public Library, Piggly Wiggly, and Walmart. The route will operate bidirectionally between Beloit Transfer Center and Walmart along arterial streets such as Bluff St, 4<sup>th</sup> Street, Henry Ave, Shopiere Rd, and Cranston Rd.

Due to accessibility challenges along Milwaukee Rd, the route will loop around Kennedy Dr and Willowbrook Rd to access employment, medical, and education facilities. The Eclipse Center/Beloit Public Library will be served directly in both directions. Walmart is a second off-street deviation that will be served in the inbound direction only.

### Recommended Service Levels

Period	Weekday			Saturday			Sunday		
	Headway	Vehicles	Service Span	Headway	Vehicles	Service Span	Headway	Vehicles	Service Span
Phase 1	40	2	6:00am-6:40pm	40	2	9:20am-4:00pm	-	-	-
Phase 2	40	2	6:00am-8:00pm	40	2	9:20am-4:00pm	-	-	-
Phase 3	40	2	6:00am-8:00pm	40	2	8:00am-6:00pm	-	-	-
Phase 4	40	2	6:00am-8:00pm	40	2	8:00am-6:00pm	40	2	8:40am-4:00pm
Phase 5	40	2	6:00am-8:00pm	40	2	8:00am-6:00pm	40	2	8:40am-4:00pm

Route Statistics	
Distance (miles)	14.9
Cycle Time (minutes)	80
Average Speed (miles per hour)	11.2

## Route 2 Prairie

Route 2 will provide bidirectional service between Beloit Transfer Center and several medical facilities in the vicinity of Prairie Ave and Huebbe Pkwy. The route will also provide direct access to neighborhoods along Park Ave, Wisconsin Ave, Henry Ave, and Prairie Ave. Other major destinations served by Route 2 include Scoville Center Apartments, Eclipse Center, and Shopko, each of which requires short deviations from the primary alignment.

### Recommended Service Levels

Period	Weekday			Saturday			Sunday		
	Headway	Vehicles	Service Span	Headway	Vehicles	Service Span	Headway	Vehicles	Service Span
Phase 1	40	2	6:00am-6:40pm	40	2	9:20am-4:00pm	-	-	-
Phase 2	40	2	6:00am-8:00pm	40	2	9:20am-4:00pm	-	-	-
Phase 3	40	2	6:00am-8:00pm	40	2	8:00am-6:00pm	-	-	-
Phase 4	40	2	6:00am-8:00pm	40	2	8:00am-6:00pm	40	2	8:40am-4:00pm
Phase 5	40	2	6:00am-8:00pm	40	2	8:00am-6:00pm	40	2	8:40am-4:00pm

Route Statistics	
Distance (miles)	13.6
Cycle Time (minutes)	80
Average Speed (miles per hour)	10.2

## Route 3 Madison

Route 3 will operate a clockwise loop in west Beloit, providing direct access to several residential areas. Major destinations served by Route 3 include Woodman’s and McNeel Intermediate School. Route 3 has a shorter cycle time (40 minutes) than Routes 1 and 2 (80 minutes), allowing it to be operated by a single bus at all times.

### Recommended Service Levels

Period	Weekday			Saturday			Sunday		
	Headway	Vehicles	Service Span	Headway	Vehicles	Service Span	Headway	Vehicles	Service Span
Phase 1	40	1	6:00am-6:40pm	40	1	9:20am-4:00pm	-	-	-
Phase 2	40	1	6:00am-8:00pm	40	1	9:20am-4:00pm	-	-	-
Phase 3	40	1	6:00am-8:00pm	40	1	8:00am-6:00pm	-	-	-
Phase 4	40	1	6:00am-8:00pm	40	1	8:00am-6:00pm	40	1	8:40am-4:00pm
Phase 5	40	1	6:00am-8:00pm	40	1	8:00am-6:00pm	40	1	8:40am-4:00pm

Route Statistics	
Distance (miles)	9.4
Cycle Time (minutes)	40
Average Speed (miles per hour)	13.8

## Beloit-Janesville Express

No route alignment changes or schedule modifications are proposed to the Beloit-Janesville Express. BTS and Janesville Transit System (JTS) should continue to operate one vehicle to the route. Due to schedule constraints, particularly during the afternoon period, no additional time stops or deviations should be added to the route without a redesign that maintains the current 120-minute cycle time.

### Recommended Service Levels

Period	Weekday			Saturday			Sunday		
	Headway	Vehicles <sup>1</sup>	Service Span	Headway	Vehicles	Service Span	Headway	Vehicles	Service Span
Phase 1	60	1	6:00am-6:00pm	-	-	-	-	-	-
Phase 2	60	1	6:00am-6:00pm	-	-	-	-	-	-
Phase 3	60	1	6:00am-6:00pm	-	-	-	-	-	-
Phase 4	60	1	6:00am-6:00pm	-	-	-	-	-	-
Phase 5	60	1	6:00am-6:00pm	-	-	-	-	-	-

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<sup>1</sup> BTS and JTS each operate one vehicle



## SCHOOL TRIPPER RECOMMENDATIONS

Currently, four tripper routes provide service targeted to school in Beloit. It is recommended that all tripper routes be discontinued in conjunction with Phase 1 of the local route changes. The new BTS route network will provide comparable or improved service to Beloit Memorial High School, Aldrich Middle School, McNeel Intermediate School, and Cunningham Intermediate School. The future Fran Fruzen Middle School can potentially be served by proposed Route 1 along Milwaukee Road. Students residing in hazard areas designated by the School District of Beloit are eligible for school-provided bus transportation.

## SUMMARY OF RECOMMENDED SERVICE CHANGES

The following figures summarize the resources necessary to implement the initial system restructure as well as future expansion phases.

**Figure 64 Current Resource Requirements**

Route	Annual Hours	Peak Vehicles
Route 1	3,383	1
Route 2	3,347	1
Route 3	6,728	2
Route 4	3,567	1
Beloit-Janesville Express	3,145	1
Aldrich Tripper	240	1
1X Tripper	210	1
2X Tripper	210	1
3X Tripper	225	1
	<b>21,055</b>	<b>10</b>

**Figure 65 Summary of Phase 1 Recommendations**

Route	Recommendation	Annual Hours	Peak Vehicles
1 Cranston	New route serving West, Central, and East Beloit	7,297	2
2 Prairie	New route serving Central and North Beloit	7,297	2
3 Madison	New loop route serving West Beloit	3,700	1
Beloit-Janesville Express	No changes	3,145	1
Aldrich Tripper	Discontinue route	-	-
1X Tripper	Discontinue route	-	-
2X Tripper	Discontinue route	-	-
3X Tripper	Discontinue route	-	-
		<b>21,439</b>	<b>6</b>

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**Figure 66 Summary of Phase 2 Recommendations**

Route	Recommendation	Annual Hours	Peak Vehicles
1 Cranston	Extend weekday evening service to 8:00 p.m.	7,977	2
2 Prairie	Extend weekday evening service to 8:00 p.m.	7,977	2
3 Madison	Extend weekday evening service to 8:00 p.m.	4,040	1
Beloit-Janesville Express	No changes	3,145	1
		<b>23,139</b>	<b>6</b>

**Figure 67 Summary of Phase 3 Recommendations**

Route	Recommendation	Annual Hours	Peak Vehicles
1 Cranston	Extend Saturday service to 8:00 a.m. – 6:00 p.m.	8,343	2
2 Prairie	Extend Saturday service to 8:00 a.m. – 6:00 p.m.	8,343	2
3 Madison	Extend Saturday service to 8:00 a.m. – 6:00 p.m.	4,223	1
Beloit-Janesville Express	No changes	3,145	1
		<b>24,054</b>	<b>6</b>

**Figure 68 Summary of Phase 4 Recommendations**

Route	Recommendation	Annual Hours	Peak Vehicles
1 Cranston	Add Sunday service	9,168	2
2 Prairie	Add Sunday service	9,168	2
3 Madison	Add Sunday service	4,645	1
Beloit-Janesville Express	No changes	3,145	1
		<b>26,126</b>	<b>6</b>

**Figure 69 Summary of Phase 5 Recommendations**

Route	Recommendation	Annual Hours	Peak Vehicles
1 Cranston	No changes	9,168	2
2 Prairie	No changes	9,168	2
3 Madison	No changes	4,645	1
Beloit-Janesville Express	No changes	3,145	1
Beloit-Rockford Express	New limited stop route between Beloit, South Beloit, Rockton, Roscoe, and Rockford	3,145	1
		<b>29,271</b>	<b>7</b>

A summary of annual hours and peak vehicle requirements for Phases 1-5 for the entire BTS system is provided in Figure 70.

**Figure 70 Summary of Phase 1-5 Recommendations**

Phase	Recommendation	Annual Hours	Peak Vehicles
1	Restructure local routes; discontinue tripper routes	21,439	6
2	Extend weekday evening service to 8:00 p.m.	23,139	6
3	Extend Saturday service to 8:00 a.m. – 6:00 p.m.	24,054	6
4	Add Sunday service	26,126	6
5	New route between Beloit, South Beloit, Rockton, Roscoe, and Rockford	29,271	7

## SERVICE EQUITY ANALYSIS

### Methods

A service equity analysis was conducted to determine if the proposed service changes would have a disparate impact on environmental justice populations. Transit providers that operate 50 or more fixed route vehicles in peak service and are located in an urbanized area of 200,000 or more in population must evaluate service and fare changes. BTS is below these thresholds and thus is not subject to this requirement, but must still ensure that service and fare changes do not result in disparate impacts.

Potential disparate impacts were analyzed based on the census blocks and block groups that would lose service with the proposed changes. The minority population analysis utilized data from the 2010 census at the census block level, which is the most precise data available. The low-income population analysis utilized data from 2008 – 2012 American Community Survey (ACS) 5-year estimates at the block group level, which is the smallest geography available for ACS data. The use of census block groups for the low-income population analysis encompasses more census blocks and therefore, results in higher population totals, thereby making it less accurate than the minority population analysis. The transit accessible population was defined as persons residing within ¼ mile of existing local routes. School trippers and the BJE express route were excluded from the analysis due to their classification, which is standard industry practice.

### Results

Figure 71 presents the results of the minority population analysis when considering local routes only. The affected census blocks that will lose service are 30% minority, compared to 36% minority for the entire transit accessible population. Results for the low-income analysis are shown in Figure 72. The affected census block groups that will lose service are 12% low income, compared to 21% low income for the entire service area.

**Figure 71** Minority Population Affected: Census Blocks within ¼ Mile of Local Routes

Category	Non-Minority	Minority	Total
Affected Census Blocks that Lose Service	3,344	70%	4,746
Transit Accessible Population	23,535	64%	36,991

**Figure 72** Low Income Population Affected: Census Block Groups within ¼ Mile of Local Routes

Category	Non Low-Income	Low Income	Total
Affected Census Block Groups that Lose Service	3,454	88%	3,905
Transit Accessible Population	38,044	79%	48,172

### Conclusions

When analyzing local routes alone, the affected census blocks and block groups have lower percentages of environmental justice populations (minority and low-income) than the service area as a whole. Thus, it does not appear that the proposed service changes would have a disparate impact on environmental justice populations.

## SERVICE CHANGE PROCESS

In addition to the implementation of new services, regularly scheduled service changes allow an opportunity to modify route alignments due to changes in infrastructure or development, adjust schedules based on actual running times, add or remove bus stops, and implement fare adjustments. Service changes occur at least annually or semi-annually.

The service change process spans approximately six to nine months from proposed development to implementation for major service changes and four to six months for minor service changes. Major service changes include proposals to add a new route, discontinue an existing route, adjust fares, significantly alter the alignment of a route, or decrease the number of revenue hours of a route by 25% or more. Minor service changes include schedule adjustment to improve on-time performance and minor alignment modifications to improve customer access, operational safety, or on-time performance. Essential service change actions are included in Figure 73.

**Figure 73 Service Change Checklist**

Phase	Action(s)	
	Major Service Change	Minor Service Change
<b>Proposal Development</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Service &amp; ridership analysis</li> <li><input type="checkbox"/> Review of customer and operator input</li> <li><input type="checkbox"/> Cost estimates</li> <li><input type="checkbox"/> Service equity analysis</li> <li><input type="checkbox"/> Initial routes and timing</li> <li><input type="checkbox"/> Customer outreach</li> <li><input type="checkbox"/> Public meetings</li> <li><input type="checkbox"/> Proposal revisions</li> <li><input type="checkbox"/> City Council approval</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Passenger Notice &amp; Comment</li> <li><input type="checkbox"/> Comment Period</li> <li><input type="checkbox"/> Final recommendations</li> <li><input type="checkbox"/> Passenger Notices</li> </ul>
<b>Implementation Preparation</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Schedule development</li> <li><input type="checkbox"/> Operator work assignments</li> <li><input type="checkbox"/> Marketing and communication materials</li> <li><input type="checkbox"/> Capital upgrades (bus stops, facilities, etc.)</li> <li><input type="checkbox"/> IT updates (website, Google Transit, etc.)</li> </ul>	
<b>Implementation</b>		

# 12 FINANCIAL AND CAPITAL PLAN

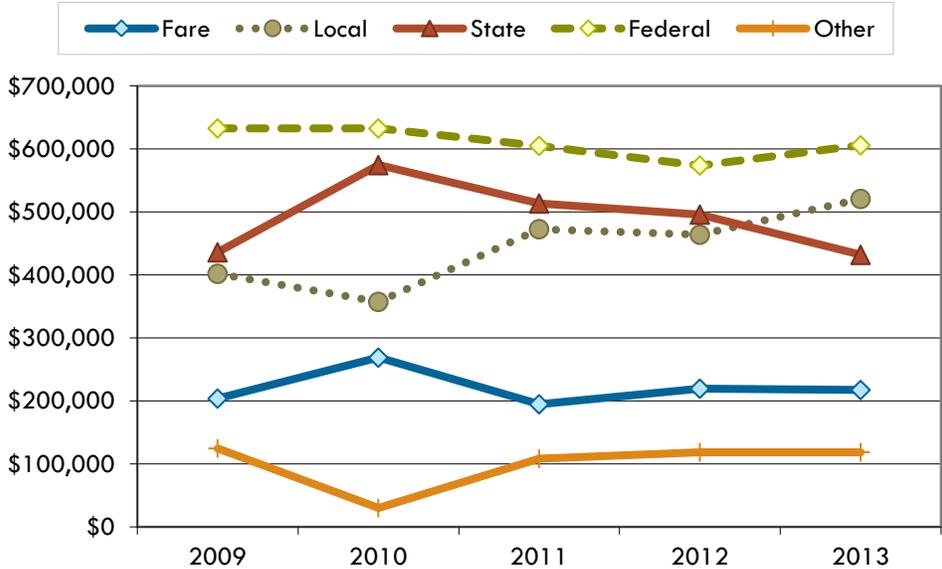
## Current and Historical Funding

Beloit Transit System’s operating funding is derived from federal, state, and local support, fares, and other sources:

- Federal: Section 5307 Urbanized Area Formula Program
- State: State Urban Mass Transit Operating Assistance Program
- Local: Local government sources
- Fares: Farebox revenue and pass/token sales
- Other: Other sources, such as advertising.

The level of funding from these sources from 2009 to 2013 is illustrated in Figure 74 below. Revenues from fares and other sources have stayed relatively constant other than an anomaly in 2010, but federal, state, and local funding has varied considerably. Federal and state funding, which historically have been the two largest funding sources, have declined somewhat over the past several years, and local funding has increased to offset that. The overall BTS operating budget has increased slightly over the years, from 1.8 million in 2009 to 1.9 million in 2010.

**Figure 74     BTS Funding Sources**



Source: National Transit Database

## FARE STRUCTURE

The BTS fare structure is summarized below in Figure 75. The regular cash fare is \$1.50, while the senior/disabled cash fare is \$0.75. There are several ways to save money by purchasing fare media in bulk, including a punch pass and tokens. There is also a semester pass available for students.

**Figure 75     BTS Local Route Fare Structure**

Fare Type	Price	Unit Price
Regular Cash Fare	\$1.50	\$1.50
Seniors, Disabled Cash Fare	\$0.75	\$0.75
BTS Ten Ride Punch Pass (In Town)	\$12.00	\$1.20
Student Semester Pass (In Town)	\$85.00	-
Pack of 10 Tokens	\$12.00	\$1.20
Pack of 20 Tokens	\$23.00	\$1.15
Pack of 50 Tokens	\$55.00	\$1.10
Vending Machine: 4 Tokens	\$5.00	\$1.25
Vending Machine: 8 Tokens	\$10.00	\$1.25
Vending Machine: 17 Tokens	\$20.00	\$1.18

BJE fares are more expensive than local route fares, as shown in Figure 76 below.

**Figure 76     BJE Fare Structure**

Fare Type	Price	Unit Price
BJE Cash Fare	\$3.50	\$3.50
BJE Seniors, Disabled Cash Fare	\$1.75	\$1.75
Blackhawk Tech (Cash Fare)	\$2.25	\$2.25
Blackhawk Tech (Senior, Disabled Cash Fare)	\$1.10	\$1.10
10 Ride Pass – Beloit to Janesville	\$30.00	\$3.00
10 Ride Pass – Beloit to Janesville (Senior, Disabled)	\$17.50	\$1.75
10 Ride Pass – Beloit to Blackhawk Tech	\$20.00	\$2.00

## Fare Recommendations

Overall, the fare structure and technology used by BTS appears to be serving the system well. The BTS regular cash fare of \$1.50 is comparable to the fare in other transit systems in Wisconsin. Many systems also have a \$1.50 fare, and only one, Oshkosh, has a lower fare (\$1.00). Several systems have higher fares and are generally in the \$1.75 - \$2.00 range. In 2014, Janesville increased its fare to \$1.75, and a fare increase for BTS was proposed in the 2015 budget. However, the Beloit City Council decided to maintain the current fare of \$1.50, in part because an increased fare would not generate very much additional revenue, and the increase would place an additional financial burden on bus riders.

One fare product that is available in some other communities, including Janesville, is a day pass. These passes are generally priced at or slightly above the cost of two regular fares, and allow for unlimited riding over the course of a day. Day passes can be very useful for riders going to multiple places over the course of a day. Introducing a day pass could have a positive impact on BTS ridership while making the bus more affordable for some people. A summary of fare recommendations for BTS service is depicted in Figure 77.

**Figure 77 Summary of BTS Fare Recommendations**

Fare Type	Current Price	Recommended Price
Regular Cash Fare	\$1.50	\$1.50
Seniors, Disabled Cash Fare	\$0.75	\$0.75
Day Pass	Not available	\$3.00
BTS Ten Ride Punch Pass (In Town)	\$12.00	\$12.00
Student Semester Pass (In Town)	\$85.00	\$85.00
Pack of 10 Tokens	\$12.00	\$12.00
Pack of 20 Tokens	\$23.00	\$23.00
Pack of 50 Tokens	\$55.00	\$55.00
Vending Machine: 4 Tokens	\$5.00	\$5.00
Vending Machine: 8 Tokens	\$10.00	\$10.00
Vending Machine: 17 Tokens	\$20.00	\$20.00
BJE Cash Fare	\$3.50	\$3.50
BJE Senior, Disabled Cash Fare	\$1.75	\$1.75
BJE to Blackhawk Tech Cash Fare	\$2.25	\$2.25
BJE to Blackhawk Tech Senior, Disabled Cash Fare	\$1.10	\$1.10

As smartphone usage has increased, new payment options using smartphones have emerged. Vendors now offer transit agencies the ability to sell fare products such as day passes and monthly passes through smartphone apps, with the vendor receiving a small percentage of each transaction. The passes are displayed on the smartphone screen, and operators visually check the screen to ensure the pass is valid when the rider boards. BTS should explore the use of options like this to expand its fare options.

## POTENTIAL FUNDING SOURCES

### Universal Pass (U-Pass)

Many transit providers around the country negotiate with a university (or large employer) for a universal pass agreement. These types of arrangements give all students and/or affiliates unlimited access to the transit system. The transit provider and the institution may negotiate a fare (usually discounted), and the institution pays annually based on the actual number of transit trips taken. Universities may also include the cost of the U-Pass within student fees, typically ranging from \$50-100 per semester. In many cases, institution of a U-pass agreement has led to increased transit ridership.

Beloit Transit System and Beloit College have recently had discussions regarding implementation of a Universal Pass. An example of a successful U-Pass program in a similar-sized city in Wisconsin is the partnership between University of Wisconsin La Crosse and Municipal Transit Utility, which is funded by student fees and voluntary employee pre-tax payroll deduction.

## BELOIT-JANESVILLE EXPRESS FUNDING

### Current Funding Arrangement

The Beloit-Janesville Express (BJE) has a unique funding structure that is different from other routes. As shown in Figure 78, fare revenue accounts for 16% of funding, the local share is 28.45%, and state and federal funding accounts for the rest. A variety of organizations contribute to the local share, as shown in Figure 79.

**Figure 78 BJE Funding**

Source	Share	Percent
State Share	\$189,032	23.55%
Federal Share	\$202,506	32.00%
Fare Revenue	\$101,252	16.00%
Local Share	\$180,041	28.45%
<b>Total</b>	<b>\$672,831</b>	<b>100.00%</b>

Source: 2014 BJE Projection

**Figure 79 BJE Local Share**

Organization	Share	Percent of Local Share
Kandu	37,636	21%
Blackhawk Tech	27,919	16%
UW-Rock Co	6,316	4%
RCHSD (Job Center)	36,437	20%
County Institutions	13,311	7%
Rock Valley Comm.	32,227	18%
Riverfront	8,097	4%
SWWDB	8,922	5%
City of Janesville	9,177	5%
<b>Total</b>	<b>180,041</b>	<b>100%</b>

Source: 2014 BJE Projection

### Beloit-Janesville Recommendations

While the BJE has been successful, the current funding arrangement is somewhat tenuous. If one of the consortium members drops out, a new member must be recruited, or the other organization members must increase their contribution to make up for the loss of funding. The consortium does not have written bylaws to govern how the service is operated and funded. The creation of bylaws would achieve more sustainable funding for the BJE service. It may be advantageous to require notification at least one year in advance if an organization will be leaving the consortium to allow the remaining members to determine how the lost funding can be replaced.

## CAPITAL PLAN

The operation of fixed-route and paratransit bus service in Beloit requires supporting capital in the form of buses, amenities, and technology. This chapter summarizes capital needs required to maintain and expand bus service over the next five years.

### Current Fleet

Beloit Transit System fixed-route fleet consists of 12 low-floor 35-foot buses (Figure 80). Characteristics of the current fixed-route fleet are detailed in Figure 81.

**Figure 80** Typical BTS 35-Foot Low Floor Bus



**Figure 81** Current Fixed-Route Fleet Information

Bus	Make	Model	Year	Seated Capacity	Wheelchair Capacity	Mileage	Average Annual Mileage
4325	Gillig	35ft Low Floor	2002	32	2	329,732	25,364
4326	Gillig	35ft Low Floor	2002	32	2	331,910	25,532
4327	Gillig	35ft Low Floor	2002	32	2	357,760	27,520
4328	Gillig	35ft Low Floor	2002	32	2	419,934	32,303
4333	Gillig	35ft Low Floor	2006	32	2	373,182	41,465
4334	Gillig	35ft Low Floor	2006	32	2	431,204	47,912
4336	Gillig	35ft Low Floor	2007	32	2	305,068	38,134
4337	Gillig	35ft Low Floor	2007	32	2	339,762	42,470
4338	Gillig	35ft Low Floor	2007	32	2	321,446	40,181
4341	Gillig	35ft Low Floor	2011	32	2	222,511	55,628
4342	Gillig	35ft Low Floor	2014	32	2	38,826	38,826
4343	Gillig	35ft Low Floor	2014	32	2	61,182	61,182

## Vehicle Useful Life Assumptions

The minimum useful life of transit vehicles is based on Federal Transit Administration *Circular 5010.1D – Useful Life Policy*. The minimum useful life of large, heavy duty buses with a length of 35-45’ is 12 years or 500,000 miles, whichever comes first. A table summarizing the useful life of all vehicle types based on years of service and mileage accumulated is provided in Figure 82.

**Figure 82 Minimum Useful Life of Transit Vehicles**

Category	Length	Years	Miles
Large, heavy-duty transit buses including over the road buses	35-45'	12	500,000
Small size, heavy-duty transit buses	30'	10	350,000
Trolley-replica buses	30'	10	350,000
Medium-size, medium-duty transit buses	25-35'	7	200,000
Medium-size, light-duty transit buses	25-35'	5	150,000
Other light-duty vehicles such as vans and sedans	N/A	4	100,000

## Peak Vehicle Requirements

Due to the recommended reduction in school trippers, the peak vehicle count for fixed-route service will be reduced upon implementation of Phase 1 recommendations. A comparison of current and Phase 1 peak vehicle requirements is depicted in Figure 83.

**Figure 83 Peak Vehicle Requirements**

	Current	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Route	Peak Vehicles					
1	1	2	2	2	2	2
2	1	2	2	2	2	2
3	2	1	1	1	1	1
4	1	-	-	-	-	-
BJE	1	1	1	1	1	1
BRE	-	-	-	-	-	1
School Trippers	3	-	-	-	-	-
<b>Subtotal</b>	<b>9</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>7</b>
<b>Spares (20%)</b>	<b>3</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>
<b>Vehicles Required</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>9</b>

## Vehicle Replacement Plan

Based on the FTA Vehicle Useful Life policy, four older model (2002) BTS buses have exceeded the minimum vehicle age. However, it is common for transit providers to continue operating vehicles with low mileage beyond twelve years. Due to the reduced peak vehicle requirement associated with the elimination of tripper routes, 2002 model buses can be retired upon implementation of Phase 1. BTS may consider retaining retired vehicles until 2018 as a contingency should capital funding for vehicle procurements not become available.

Based on current and projected mileage, the five 2006 and 2007 model buses will need to be replaced by 2020. BTS and SLATS have included the purchase of a replacement vehicle in year 2016 of the 2016-2019 SLATS Transportation Improvement Program (TIP). That vehicle will likely be needed when one of the 2006 buses reaches the end of its useful life. BTS and SLATS have also included the purchase of three replacement buses in year 2018 of the TIP.

The potential addition of a Beloit-Rockford route will require an expansion vehicle during Phase 5 or the delayed retirement of a 2007 model bus. The five-year vehicle replacement plan depicted in Figure 84 is based on peak vehicle requirements of the recommended service plan and characteristics (age and mileage) of the existing fleet.

**Figure 84      Vehicle Replacement Plan**

Category	Current 2015	Phase 1 2016	Phase 2 2017	Phase 3 2018	Phase 4 2019	Phase 5 2020
Peak Vehicles	9	6	6	6	6	7
Spares	3	2	2	2	2	2
<b>Vehicles Required</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>9</b>
Vehicles Retired	-	4	-	3	-	2
Vehicles Purchased	-	-	-	3	-	3

## OPERATING AND CAPITAL BUDGET

The projected operating and capital budget for Beloit Transit System for the 2016-2020 period is depicted in Figure 85. An annual increase of 2.3% (as projected by WisDOT) was used for expenses not related to service expansion. Local and Federal funding fluctuate based on capital expenses. State funding is assumed to grow proportionally to increased non-capital expenses.

**Figure 85 Beloit Transit System Operating and Capital Budget (2016-2020)**

Category	2016	2017	2018	2019	2020
<b>Revenue</b>					
Local share	\$644,719	\$686,444	\$1,006,595	\$748,387	\$828,396
State Urban Mass Transit Operating Assistance	\$505,433	\$593,364	\$614,759	\$646,908	\$686,678
Federal 5307 Formula Funding	\$880,265	\$751,653	\$1,960,355	\$819,481	\$1,005,860
Paratransit Grant	\$21,575	\$21,575	\$21,575	\$21,575	\$21,575
Fare Revenue	\$151,000	\$154,473	\$158,026	\$161,660	\$165,379
BJE Consortium	\$94,000	\$96,162	\$98,374	\$100,636	\$102,951
Other Revenue (Rent, Advertising, etc.)	\$51,130	\$52,306	\$53,509	\$54,740	\$55,999
<b>Total Revenue</b>	<b>\$2,348,122</b>	<b>\$2,355,977</b>	<b>\$3,913,193</b>	<b>\$2,553,387</b>	<b>\$2,866,837</b>
<b>Staff Expenses</b>					
Bus Operators	\$527,325	\$582,229	\$619,174	\$687,977	\$788,522
Administrative Staff	\$300,760	\$307,677	\$314,754	\$321,993	\$329,399
Part-Time Staff	\$130,987	\$141,650	\$147,383	\$157,372	\$160,992
Overtime	\$25,000	\$25,575	\$26,163	\$26,765	\$27,381
Other (Tool Allowances, Uniforms, Physicals, etc.)	\$23,319	\$23,855	\$24,404	\$24,965	\$25,540
Professional Fees (Seminars, Dues, Travel, etc.)	\$16,410	\$16,787	\$17,174	\$17,569	\$17,973
Medical Insurance	\$321,305	\$328,695	\$336,255	\$343,989	\$351,901
Wisconsin Retirement System/VEBA	\$67,516	\$69,069	\$70,657	\$72,283	\$73,945
Worker's Compensation	\$66,586	\$68,117	\$69,684	\$71,287	\$72,927
Social Security/Medicare	\$75,996	\$77,744	\$79,532	\$81,361	\$83,233
Unemployment	\$5,000	\$5,115	\$5,233	\$5,353	\$5,476
Life Insurance	\$4,245	\$4,343	\$4,443	\$4,545	\$4,649
<b>Vehicle and Facility Maintenance Expenses</b>					
Fuel	\$130,000	\$132,990	\$136,049	\$139,178	\$142,379
Parts and Materials	\$66,740	\$68,275	\$69,845	\$71,452	\$73,095
Building Maintenance	\$15,420	\$15,775	\$16,137	\$16,509	\$16,888
Utilities (Electricity, Gas/Heat, Water, Sewer, etc.)	\$50,690	\$51,856	\$53,049	\$54,269	\$55,517
<b>Other Expenses</b>					
Bond Repayment	\$125,845	\$128,739	\$131,700	\$134,730	\$137,828
Insurance (Fire, Fleet, Physical Damage, Liability)	\$46,493	\$47,562	\$48,656	\$49,775	\$50,920
Paratransit Contract	\$27,756	\$28,394	\$29,047	\$29,716	\$30,399
Telephone/Radio/Communications	\$12,219	\$12,500	\$12,788	\$13,082	\$13,383
Marketing/Public Notices	\$5,500	\$5,627	\$5,756	\$5,888	\$6,024
Office Supplies/Postage	\$3,010	\$3,079	\$3,150	\$3,223	\$3,297
<b>Capital Expenses</b>					
Vehicle Replacement	-	-	\$1,477,000	-	-
Operations Facility - New roof and parking lot resurface	-	-	-	-	\$170,000
Operations Facility - New fuel system and vehicle wash	\$300,000	-	-	-	-
<b>Total Expenses</b>	<b>\$2,553,716</b>	<b>\$2,355,977</b>	<b>\$3,913,193</b>	<b>\$2,553,387</b>	<b>\$2,866,837</b>

## ADDITIONAL CAPITAL IMPROVEMENTS

### Bus Stop Improvements

A high percentage of BTS bus stops fail to meet ADA accessibility standards, which require a bus stop landing pad with a minimum width of 60 inches and minimum depth of 96 inches. Bus stops should also connect to adjacent sidewalks or pedestrian paths. Many transit systems go beyond ADA minimums and provide a landing pad for the rear door of the bus. The addition of landing pads, connecting sidewalks, and amenities such as seating and shelter enhance the customer experience and have the potential to increase ridership.

Opportunities for minimizing the cost of bus stop improvements include incorporating them into municipal or private projects construction projects that involve streets and sidewalks. A map of high priority bus stop improvements (Figure 86) was created to identify locations that would benefit a high number of existing and potential transit users.



## Bus Stop Signage

Current bus stop signage (Figure 87) includes a clock to indicate scheduled arrival times, however, this is only beneficial for clockface headways of 15, 20, 30, or 60 minutes. Therefore, the current headway of 40 minutes makes the current bus stop signage (clock and arrival times) obsolete.

Figure 87 Current Bus Stop Signage



The redesign and replacement of BTS bus stop signs has the opportunity to improve customer information and service branding with the following modifications:

- Addition of the BTS logo
- Elimination of timed arrival information
- Addition of stickers indicating which routes serve each specific stop
- Addition of a unique stop identification number to simplify the electronic retrieval of arrival information

The approximate cost of replacing 100 bus stop signs is \$5,000-8,000 depending on size and materials. The cost assumes the re-use of existing sign posts and limited purchase/installation of new sign posts. The procurement and installation of updated bus stop signage should be considered in the next Transportation Improvement Program.

## Bike Racks on Buses

BTS buses currently do not offer bike racks for customers. Bike racks improve mobility and extend custom trip length by providing first and last mile connections to areas not within walking distance of existing bus stops. Bike racks on buses also have the potential to attract new

customers and allow customers to use transit in direction, should service not operate while traveling in the opposite direction (e.g. early in the morning or late at night).

Bike racks are typically included on new buses purchases to minimize installation costs. Bike racks are covered in Federal Transit Administration Section 5339 Bus and Bus Facilities formula funding (80% federal share and 20% local share).

The primary obstacle to installing bike racks on BTS buses is the current bus wash, which is scheduled for replacement in 2020.

**Figure 88** Sample Bike Rack



### **Online Information**

The current BTS website can be found under the departments section of the City of Beloit website. In an effort to promote the Beloit Transit brand and make transit information more accessible for existing and potential riders, a new stand-alone transit website should be developed with detailed route, schedule, fare, detour, service change and other relevant information. The transit website should have an easy-to-remember address such as [www.beloittransit.org](http://www.beloittransit.org) and be designed for both desktop and mobile devices.

Online trip planning has the potential improve customer satisfaction and reduce the need for printed schedules. Google Transit is a powerful trip planning and online mapping tool that appeals to internet-savvy customers. Janesville Transit and the BJE are currently on Google Transit and BTS is currently in the process of implementing Google Transit. Once connected to Google Transit, customers can plan trips between Beloit and Janesville and receive detailed route, schedule, and connection information.

## 13 FUTURE SERVICE EXPANSION

Service in the Illinois portion of the Beloit area is provided by Stateline Mass Transit District (SMTD), which serves South Beloit, Rockton, Rockton Township, and Roscoe. SMTD provides demand-response service within its service area and also connects to BTS at the Beloit Transit Center and Rockford Mass Transit District (RMTD) at Highway 173 in Machesney Park. Service is available to residents and employees of the service area, and trips must begin or end in the service area. Thus, even though the system serves both Beloit and Machesney Park, it is not possible to travel on SMTD from Beloit to Machesney Park and the Rockford area. This creates a gap in the transit service network in the Beloit area.

The 2004 Beloit TDP recommended three options to improve regional transit connections in the area:

- Maintain the status quo with BTS, Janesville Transit System (JTS), and RMTD operating as separate entities. Cooperation and coordination between the agencies would be expanded. This recommendation predated the formation of SMTD.
- Form county-wide mass transit districts serving Winnebago County and Rock County. These districts are not currently allowed by state law in Wisconsin.
- Create a bi-state regional transportation authority to serve Janesville, Beloit, Machesney Park, Loves Park, Rockford, Belvidere, and surrounding areas.

Given the lack of authority from the state to create a regional transit authority and the difficulties associated with creating such an authority across state lines, it is likely that any coordination to improve regional service in the near future will involve service agreements between the existing agencies: BTS, SMTD, JTS, and RMTD.

### TRAVEL DEMAND

An analysis was conducted to determine the level of travel demand between Beloit and the surrounding areas, measured in the number of workers commuting from an area to other areas. Figures 89 to 91 depict this travel demand in map form.

- **Beloit:** Travel demand from Beloit is strongest to Janesville, with 1,812 worker flows. Next is South Beloit/Rockton/Rockton Township/Roscoe, with 972 worker flows, and Rockford/Loves Park/Machesney Park with 634 worker flows. This suggests that Janesville is a more important market to serve than areas south of Beloit. There are 4,068 workers who live and work in Beloit, and 6,098 who work in other areas, presumably in the greater Chicago area.
- **South Beloit, Rockton, Rockton Township, Roscoe:** Workers in communities immediately south of Beloit primarily commute to Rockford/Loves Park/Machesney Park (5,755 workers). There are 1,041 workers commuting to Beloit and 327 to Janesville, while 4,046 live and work in the same area, and 8,635 work in other areas.

- **Rockford, Loves Park, and Machesney Park:** The majority of workers in these areas work locally (49,202). Just 1,510 commute to South Beloit/Rockton/Rockton Township/Roscoe, 518 to Beloit, and 243 to Janesville. A high number (31,555) commute to other areas.

This analysis suggests that there is a market for service connecting Beloit, Rockford, and areas in between, but that in order to generate sufficient ridership to achieve ridership productivity levels comparable to the Beloit-Janesville Express, a fixed route operating between these areas would need to also serve the South Beloit/Rockton/Roscoe area rather than operate directly between Beloit and the Rockford Mass Transit District East Side Transfer Center, located northeast of the I-90 and Business 20 interchange.

East-west travel between Beloit and Clinton (located in southeast Wisconsin) is not a viable transit option due to the lack of population (approximately 2,000 persons) and employment (only one major employer in Scot Forge). Long-distance bus service to Chicago and Madison from the Road Ranger convenience store in South Beloit (approximately 3 miles from the Beloit Transfer Center) is already provided by Van Gilder Bus Company, which offers an expansive array of transportation services in the region. As a result, the feasibility of new transit services between Beloit and the surrounding areas was limited to Rockford and the communities in between.

Figure 89 Work Locations of Beloit Residents

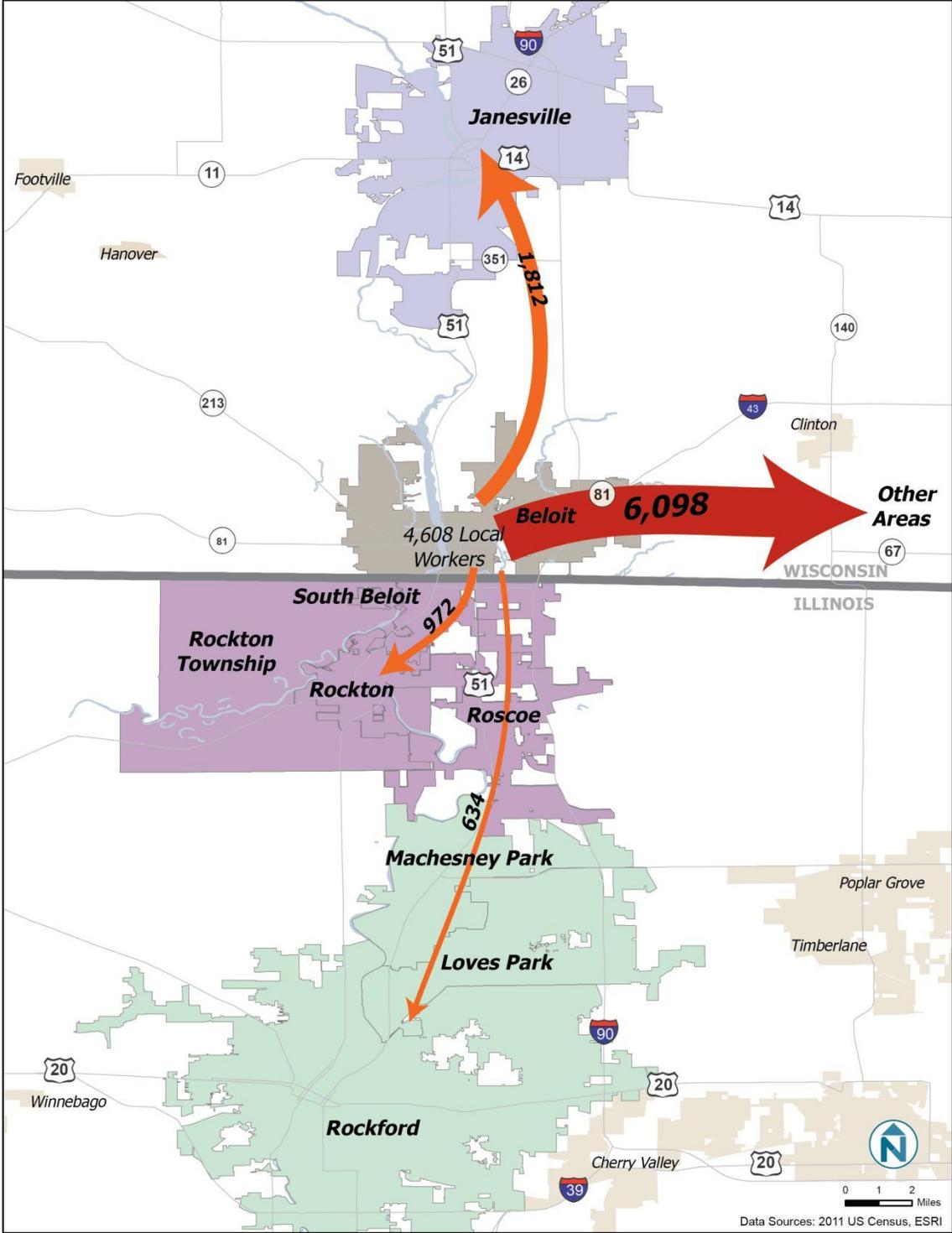


Figure 90 Work Locations of South Beloit, Rockton, Rockton Township, and Roscoe Residents

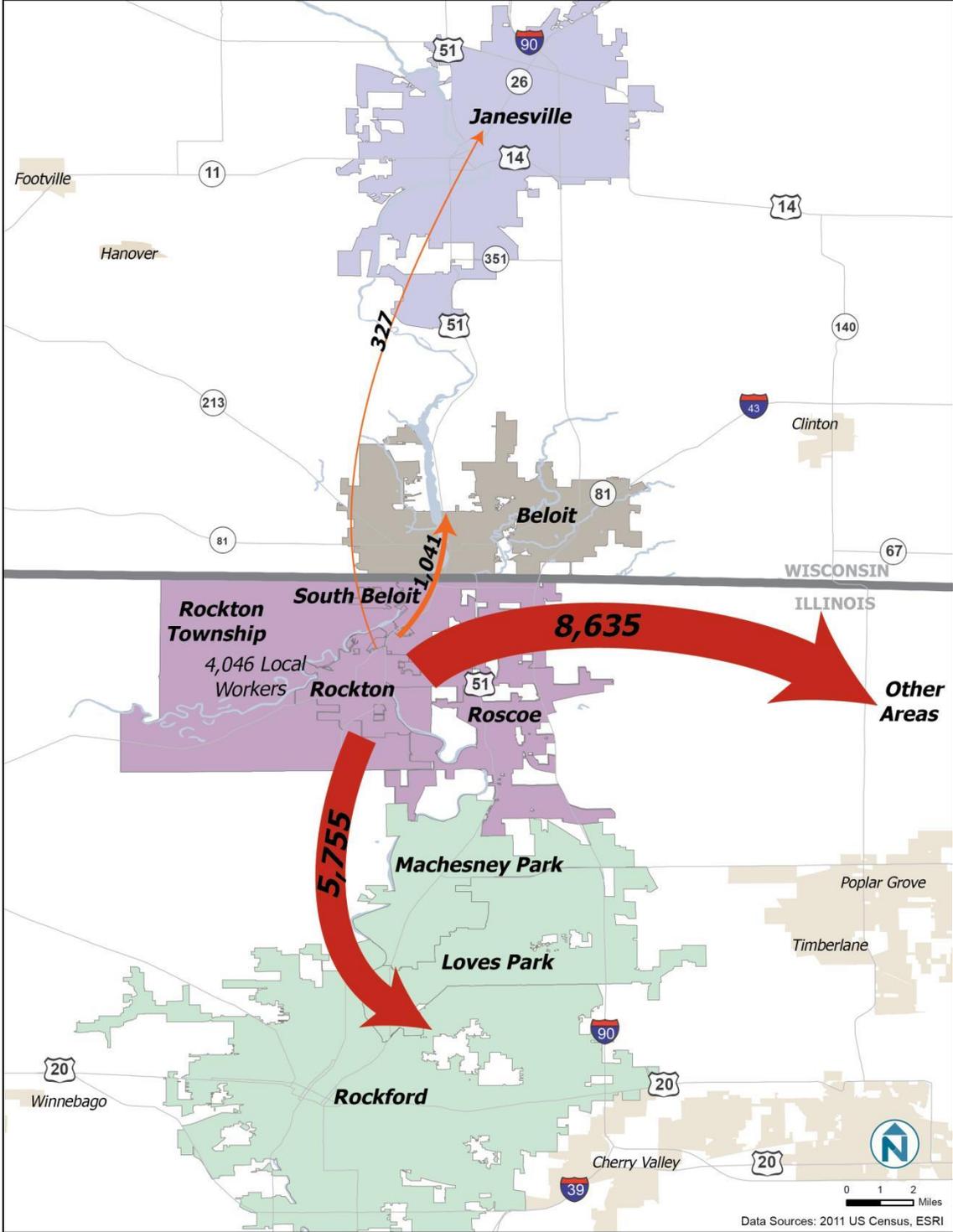
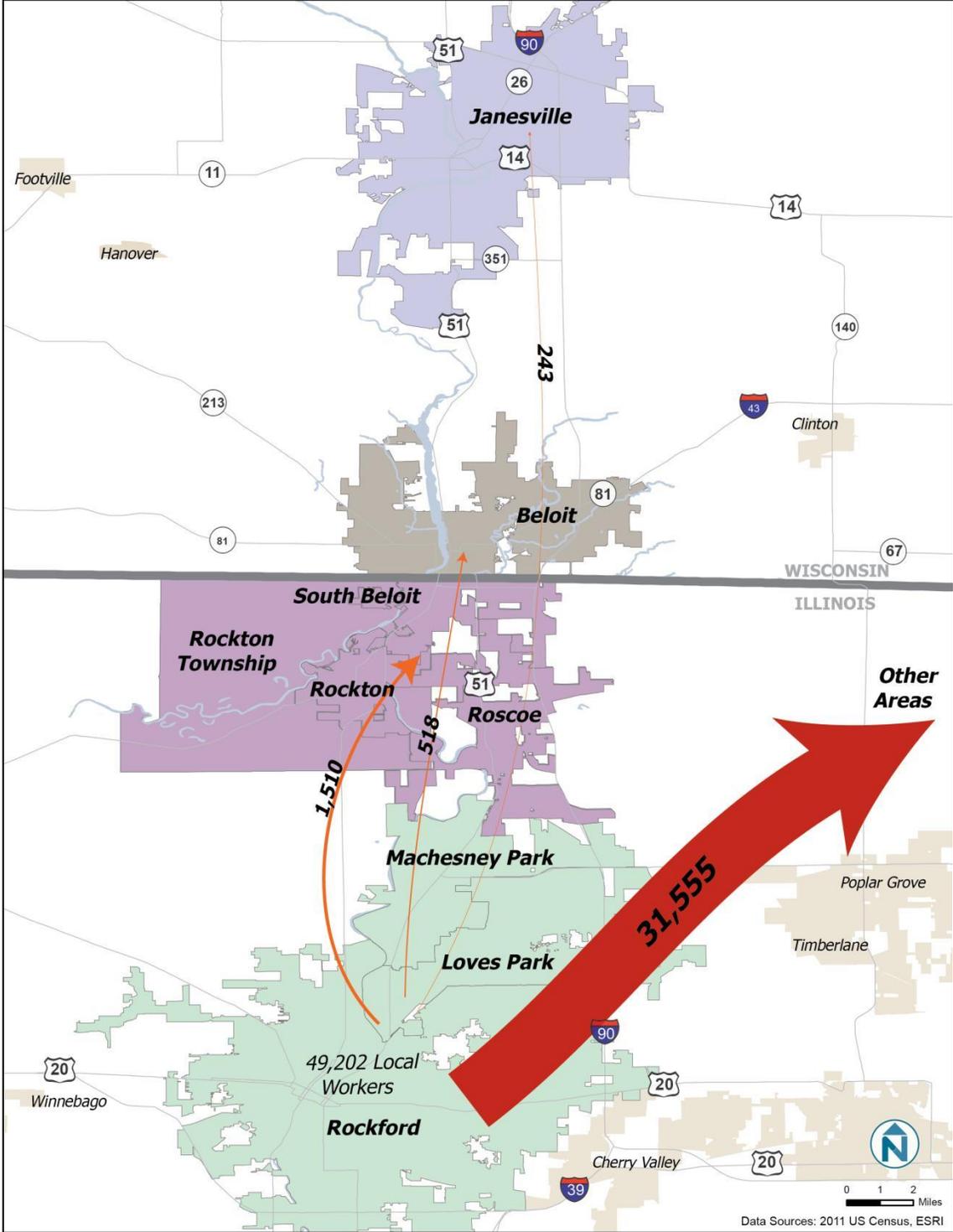


Figure 91 Work Locations of Rockford, Loves Park, and Machesney Park Residents



## POTENTIAL NEW SERVICES

There are several different approaches that could be used to improve transit connections between Beloit, the South Beloit / Rockton / Rockton Township area, and the Rockford area:

- Create a regional transit route operating between Beloit and Rockford to be operated by either BTS, RMTD, or jointly operated. This could use a service model similar to the BJE route, with wide stop spacing serving key destinations along the route. It could also be operated as an express route, providing non-stop service between the Beloit Transfer Center and Rockford's Downtown Transfer Center or East Side Transfer Center, although this alternative would likely generate significantly less ridership than a BJE-style route. Bi-state routes like this exist between Duluth, MN and Superior, WI, and between La Crosse, WI and La Crescent, MN.
- Provide improved connections to the Van Galder terminal in South Beloit, which provides limited service to Rockford. If BTS operated a route to serve the terminal, riders could transfer to Van Galder buses and ride to Rockford. One disadvantage of this option is that there is limited service on Van Galder between South Beloit and Rockford, with departures at 3:45 a.m., 5:25 a.m., and 7:25 a.m., and arrivals at 8:10 a.m., 9:10 a.m., 8:10 p.m., 10:10 p.m., 10:40 p.m., 11:40 p.m., and 12:40 a.m. In addition, at least two transfers would be required to make a trip, from BTS to Van Galder and from Van Galder to RMTD, and travel times could be very long, depending on the destination.
- Expand SMTD service to include a fixed-route or deviated fixed-route operating through the SMTD service area and connecting to both the Beloit Transfer Center and RMTD service.

## POTENTIAL CENSUS 2020 OUTCOMES

As of the 2010 Census, Beloit had a population of 36,966, a figure that has remained unchanged (within 1%) based on recent projections. The City of Beloit (BTS) is the direct recipient of federal and state funds allocated to the Beloit Urbanized Area (UA), which has a combined population of 58,732, and also includes the communities of Town of Beloit, Town of Turtle, Rock County, City of South Beloit, Village of Rockton, Rockton Township, and portions of Winnebago County.

A potential future threat to BTS funding is a merger of the Rockford Urbanized Area (UA) with the Beloit UA by the U.S. Census Bureau as a part of the 2020 Census. In 2010, the Census Bureau proposed rules that would have led to the merger of the Rockford and Beloit UAs. The combined population of the new UA would have been greater than 200,000, and the U.S. Department of Transportation would define it as a Transportation Management Area (TMA). In areas of this size, FTA Section 5307 funds cannot be used for operating expenses, only capital expenses. In 2013, these funds accounted for 32% of BTS revenues, so losing them would have dealt a significant blow to the BTS budget.

In the end, the proposed rules were not adopted by the Census Bureau, which instead adopted criteria to ensure that urbanized areas from the 2000 Census remained separate urbanized areas in the 2010 Census. This meant that BTS federal funding was not impacted. However, this issue may come up again during the 2020 Census process, and federal funding for BTS may again be in jeopardy.

## 14 PERFORMANCE METRICS

Performance metrics will maximize the effective use of limited resources by creating a rational and transparent evaluation process. This process will assist Beloit Transit in determining priorities when allocating funds and programming future transit investments. Performance metrics describe the methodology by which services are evaluated. Five metrics are proposed to measure each fixed-route.

### Ridership Productivity

Ridership productivity measures route performance based on a unit of service. Local routes are evaluated based on passengers per revenue hour, which is calculated by dividing the total number of boardings by the total number of vehicle revenue hours. The Beloit-Janesville Express and School Trippers are evaluated based on passengers per revenue trip, which is calculated by dividing the total number of boardings by the total number of vehicle revenue trips.

Local Routes:  $\text{Average Daily Boardings} \div \text{Daily Revenue Hours}$

Express Routes and School Trippers:  $\text{Average Daily Boardings} \div \text{Daily Revenue Trips}$

### Cost-Effectiveness

Cost-effectiveness is typically expressed in terms of operating cost per passenger or subsidy per passenger. Operating cost per passenger is calculated by dividing all operating and administrative costs by total boardings. Subsidy per passenger is a further refinement of this measure and is calculated by subtracting revenue generated by fares from gross operating and administrative costs, and dividing by total passengers.

$\text{Daily Administrative and Operating Costs} \div \text{Total Daily Boardings}$

### Schedule Reliability

Schedule reliability is a measure of how well a particular route adheres to its schedule. It suggests whether a customer can count on a bus being there when the schedule says it will be. Buses should be considered on-time if they depart a designated timepoint between zero and 5 minutes later than the scheduled departure time. Buses should never depart a timepoint ahead of schedule unless operators are given explicit permission to do so.

Potential impacts on on-time performance include inadequate running times, traffic conditions, or construction. A high number of boardings on a particular trip or at a specific stop may also affect schedule reliability if recovery time is insufficient to absorb the added time.

$\text{Trips Departing Between Zero and Five Minutes of Scheduled Time} \div \text{Total Daily Trips}$

## Recommended Performance Standards

Recommended performance standards are detailed in the table below. Standards are based on recent ridership performance trends and best practices for similar services. Performance standards should be re-evaluated biennially.

Figure 92 Recommended Performance Standards

Service Level	Riders per Revenue Hour	Riders per Revenue Trip	Schedule Reliability
Local Routes	15	-	85%
Express Routes	-	15	85%
School Trippers	10	-	90%

# 15 BUS STOP GUIDELINES

## Stop Spacing

The distance between stops is a key element in balancing transit access and service efficiency. More closely spaced stops provide customers with more convenient access as they are likely to experience a shorter walk to the nearest bus stop. However, transit stops are also the major reason that transit service is slower than automobile trips, since each additional stop with activity requires the bus to decelerate, come a complete stop, load and unload riders, and then accelerate and re-merge into traffic. Since most riders want service that balances convenience and speed, the number and location of stops is a key component of determining that balance.

## Stop Placement

Bus stop placement involves a balance of customer safety, accessibility, and operations. All stops should be fully accessible with a concrete landing and access to a sidewalk or pathway. Bus stops should be compatible with adjacent land use and minimize adverse impacts on the built and natural environment.

The initial step of determining placement of a new or relocated bus stop involves its proximity to the intersection. The placement of each bus stop can be classified as one of the following:

- Near-side—immediately prior to an intersection
- Far-side—immediately after an intersection
- Mid-block—between two intersections

Bus stops are generally located at street intersections to maximize pedestrian accessibility from both sides of the street and provide connectivity to intersecting bus routes. Far-side stops are typically ideal at signalized intersections and along high-volume arterial streets. Near-side stops are typically preferable along low-volume streets such neighborhood collector streets to reduce the possibility of stopping twice at an intersection (stop sign and bus stop).

Bus turning movements, driveways, and dedicated turn lanes sometimes restrict the placement of stops at or near an intersection and necessitate a mid-block stop. Mid-block stops may also be considered when destinations are a significant distance from intersections. Mid-block stops may be the only option at major intersections with dedicated turn lanes.

Infrastructure consideration for bus stop placement includes the presence of sidewalks, lighting, topography, and roadside constraints such as driveways, trees, poles, fire hydrants, etc.

Key advantages and disadvantages of each bus stop placement option are described in Figure 93.

**Figure 93 Bus Stop Placement Considerations**

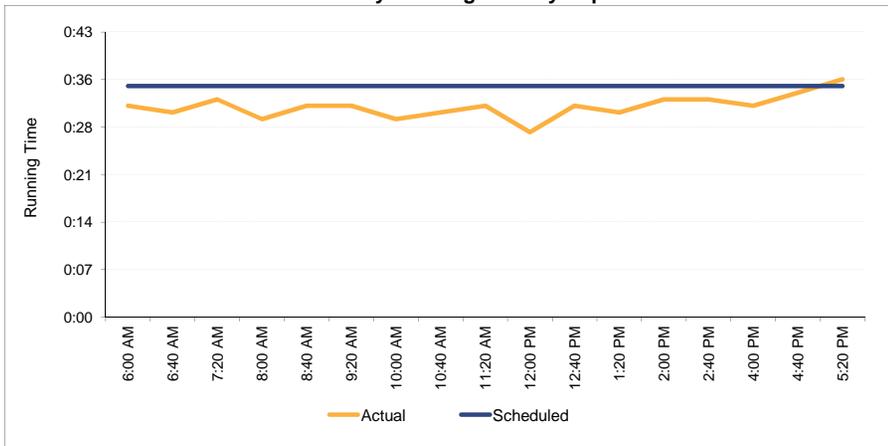
	Advantages	Disadvantages
<b>Near-side stops</b>	<div style="display: flex; flex-direction: column; gap: 10px;"> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;">                     Shortest distance from bus door to a crosswalk, which encourages riders to use crosswalks                 </div> </div> </div>	<div style="display: flex; flex-direction: column; gap: 10px;"> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;">                     Most exposure to traffic delays. May require more than one traffic cycle                 </div> </div> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;">                     Increases conflict with right-turning vehicles                 </div> </div> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;">                     May block travel lane with queuing buses                 </div> </div> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;">                     May obscure motorists' view of traffic control devices and crossing pedestrians                 </div> </div> </div>
<b>Mid-block stops</b>	<div style="display: flex; flex-direction: column; gap: 10px;"> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;">                     Typically improves access to destinations on large tracts                 </div> </div> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;">                     Minimizes motorist and pedestrian line of sight concerns                 </div> </div> </div>	<div style="display: flex; flex-direction: column; gap: 10px;"> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;">                     May require bus pullout on high-speed streets                 </div> </div> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;">                     Encourages riders to cross street mid-block                 </div> </div> </div>
<b>Far-side stops</b>	<div style="display: flex; flex-direction: column; gap: 10px;"> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;">                     Encourages riders to use nearby crosswalks                 </div> </div> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;">                     Allows bus operators to use intersection as a deceleration lane                 </div> </div> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;">                     Allows additional right-turning capacity before intersection                 </div> </div> </div>	<div style="display: flex; flex-direction: column; gap: 10px;"> <div style="display: flex; align-items: center;">  <div style="margin-left: 10px;">                     May restrict travel lanes on far-side of intersection                 </div> </div> </div>

# APPENDIX A: ROUTE SCORECARDS

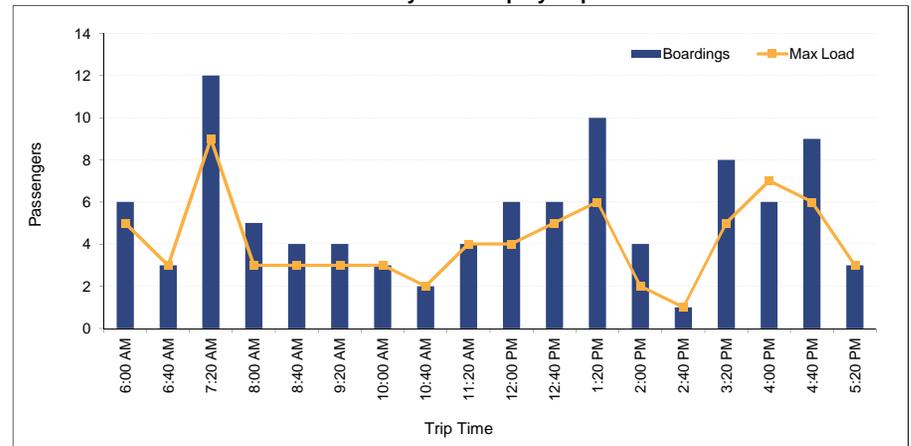
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Route 1 Weekday		Route Productivity Summary							Route Operations Summary						
		Activity		Service		Utilization		Productivity		On-Time Performance			On-Board Load		
		Boardings	Alightings	Service Hours	Revenue Miles	Average Trip Length	Passenger Miles	Boardings per Service Hour	Boardings per Revenue Mile	% On-Time	% Early	% Late	Max Passengers On Board	Max Load Location	Direction
Total		96	90	10.5			9.1		72%	27%	1%	47	Bluff & Roosevelt	L	
Loop		96	90	10.5			9.1		72%	27%	1%	47	Bluff & Roosevelt	L	
By Segment															
1	Transfer Center to Grinnell Hall	49	6	1.2			40.8		94%	6%					
2	Grinnell Hall to Family Dollar	16	26	3.3			4.8		61%	39%					
3	Family Dollar to Woodman's	1	3	0.3			3.3		61%	39%					
4	Woodman's to Fourth & Merrill	27	19	3.6			7.5		89%	6%	6%				
5	Fourth & Merrill to Transfer Center	3	36	2.1			1.4		24%	76%					
By Time Period															
Early AM															
	AM	30	30	2.9			10.3					18	Liberty & Tenth	L	
	Midday	40	34	5.3			7.6					23	Transfer Center	L	
	PM	26	26	2.3			11.1					16	Transfer Center	L	
	Eve														
	Night														
	Owl														

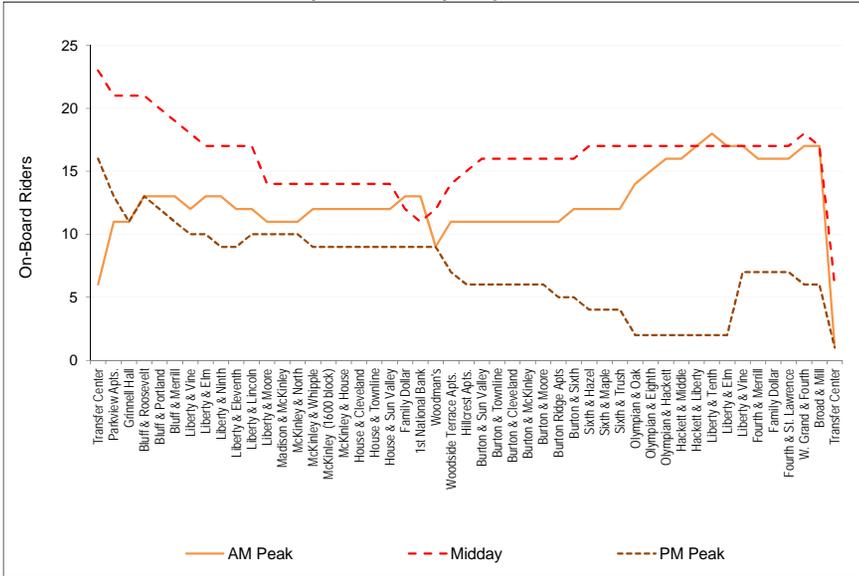
Weekday Running Time by Trip



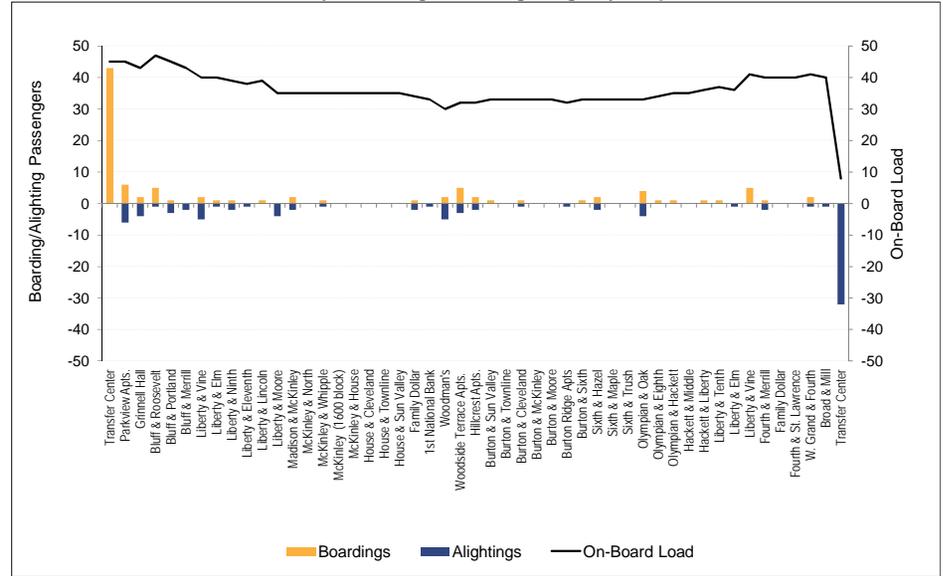
Weekday Ridership by Trip



**Weekday On-Board by Stop and Time Period**

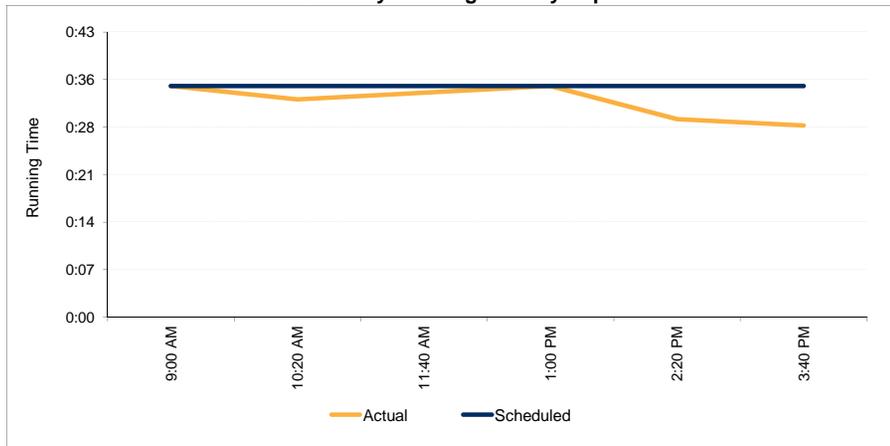


**Weekday Boardings and Alightings by Stop**

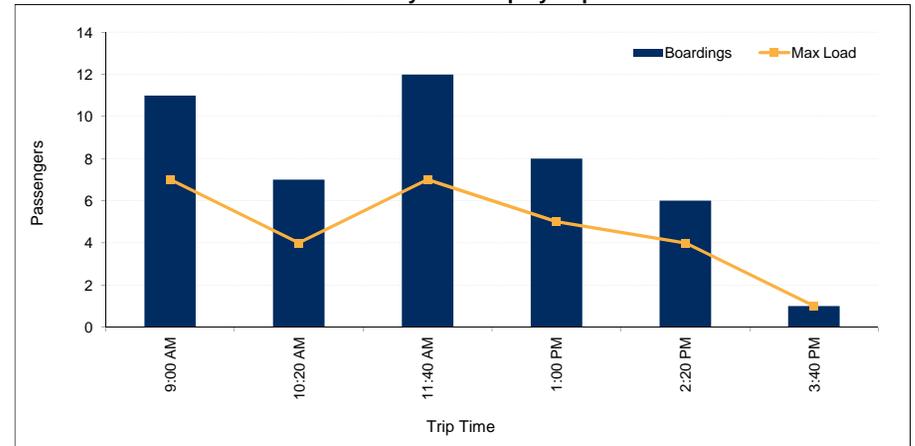


Route 1 Saturday		Route Productivity Summary							Route Operations Summary						
		Activity		Service	Utilization		Productivity		On-Time Performance			On-Board Load			
		Boardings	Alightings	Service Hours	Revenue Miles	Average Trip Length	Passenger Miles	Boardings per Service Hour	Boardings per Revenue Mile	% On-Time	% Early	% Late	Max Passengers On Board	Max Load Location	Direction
<b>Total</b>		45	35	3.5					78%	19%	3%	23	Olympian & Oak	L	
Loop		45	35	3.5					78%	19%	3%	23	Olympian & Oak	L	
<b>By Segment</b>															
1	Transfer Center to Grinnell Hall	22	3	0.4			55.0		100%						
2	Grinnell Hall to Family Dollar	6	8	1.1			5.5		67%	33%					
3	Family Dollar to Woodman's	2	3	0.1			20.0		83%	17%					
4	Woodman's to Fourth & Merrill	15	8	1.2			12.5		67%	17%	17%				
5	Fourth & Merrill to Transfer Center		13	0.7					50%	50%					
<b>By Time Period</b>															
Early AM															
AM															
Midday		44	33	2.9			15.1					22	Sixth & Hazel	L	
PM		1	2	0.6			1.7					1	Transfer Center	L	
Eve															
Night															
Owl															

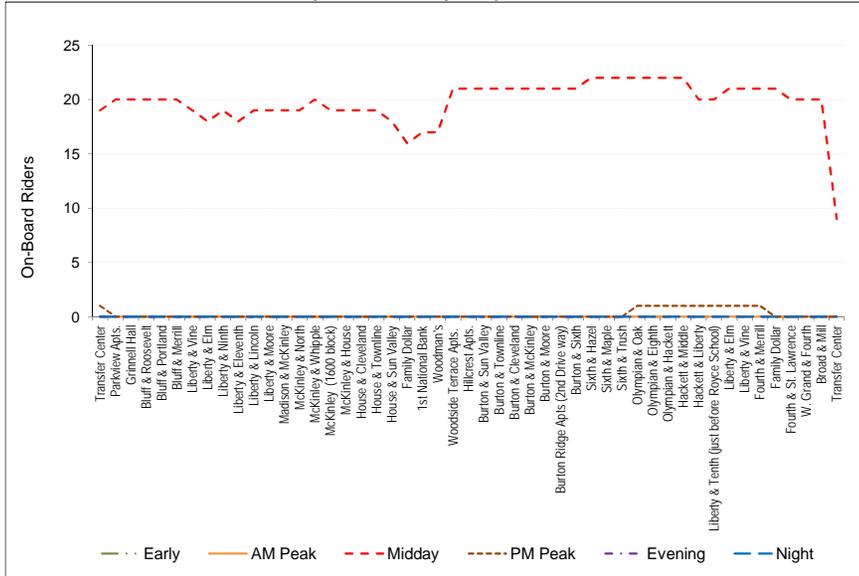
Saturday Running Time by Trip



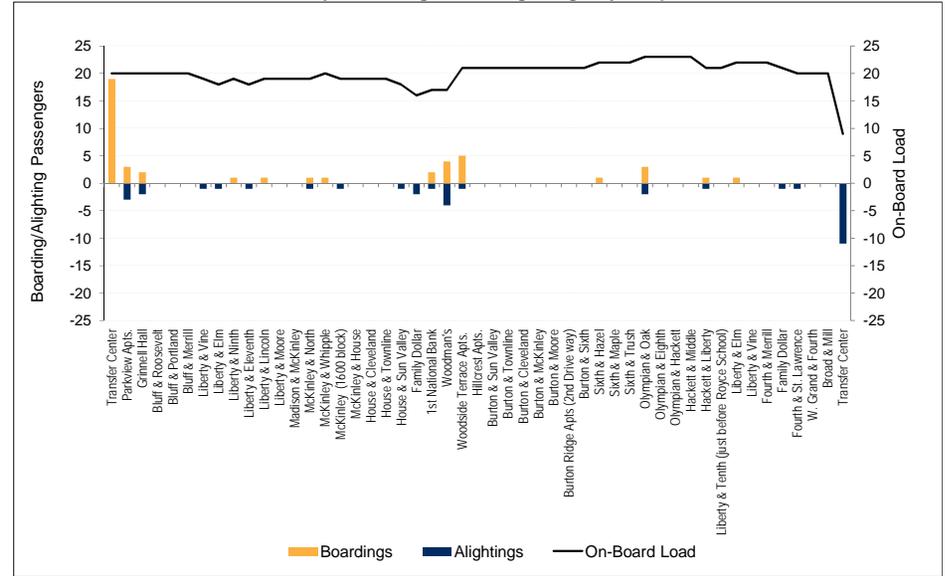
Saturday Ridership by Trip



**Saturday On-Board by Stop and Time Period**

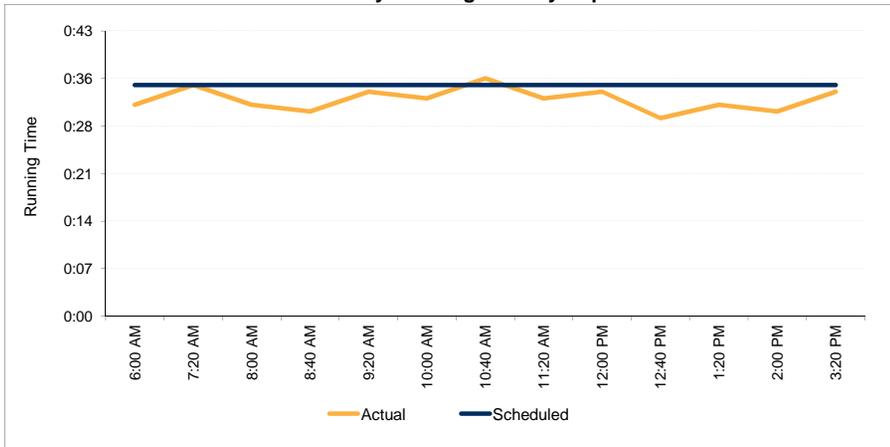


**Saturday Boardings and Alightings by Stop**

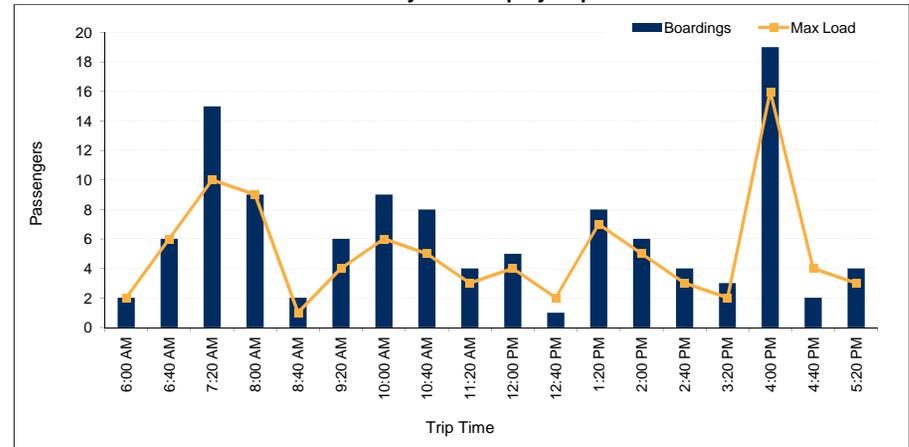


Route 2 Weekday		Route Productivity Summary							Route Operations Summary						
		Activity		Service		Utilization		Productivity		On-Time Performance			On-Board Load		
		Boardings	Alightings	Service Hours	Revenue Miles	Average Trip Length	Passenger Miles	Boardings per Service Hour	Boardings per Revenue Mile	% On-Time	% Early	% Late	Max Passengers On Board	Max Load Location	Direction
<b>Total</b>		113	112	10.5			10.8		81%	19%	0%	61	Portland & McKinley	L	
Loop		113	112	10.5			10.8		81%	19%	0%	61	Portland & McKinley	L	
<b>By Segment</b>															
1	Transfer Center to Townline & W. Grand	67	24	2.4			27.9		100%						
2	Townline & W. Grand to McNeel	16	9	2.1			7.6		85%	15%					
3	McNeel to Woodman's	7	12	0.9			7.8		93%	7%					
4	Woodman's to Portland & Sixth	20	14	3.0			6.7		86%	14%					
5	Portland & Sixth to Transfer Center	3	53	2.1			1.4		35%	65%					
<b>By Time Period</b>															
Early AM															
	AM	34	34	2.9			11.7					24	Townline & Roosevelt	L	
	Midday	51	49	5.3			9.7					24	W. Grand & Eighth	L	
	PM	28	29	2.3			12.0					22	Division & Whipple	L	
	Eve														
	Night														
	Owl														

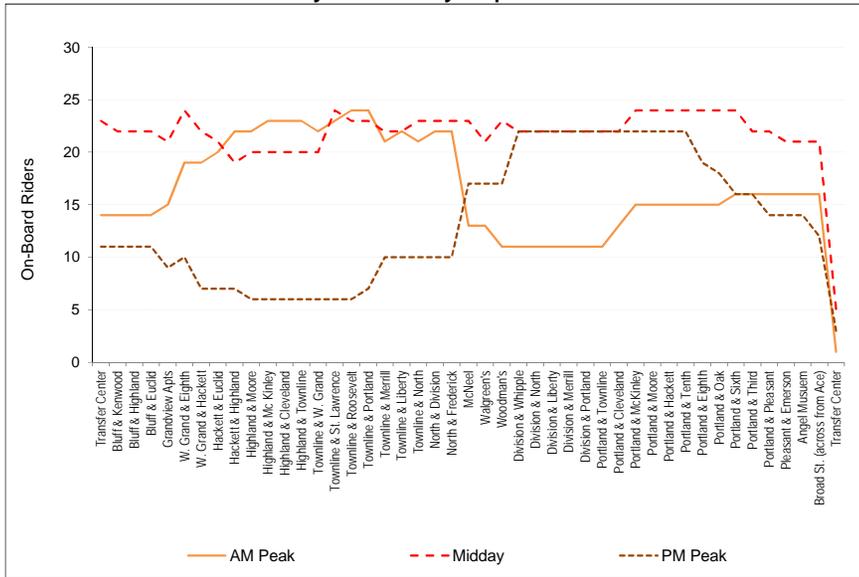
Weekday Running Time by Trip



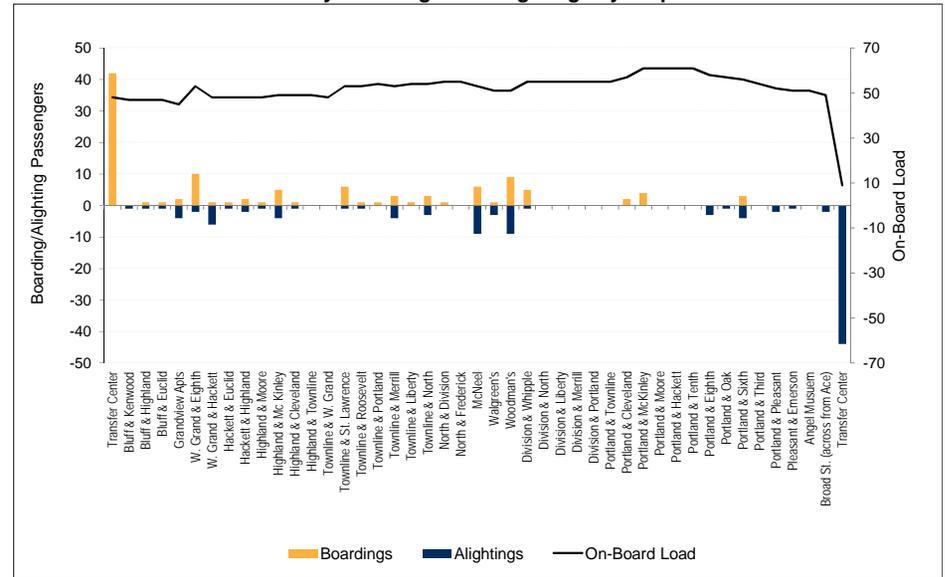
Weekday Ridership by Trip



**Weekday On-Board by Stop and Time Period**

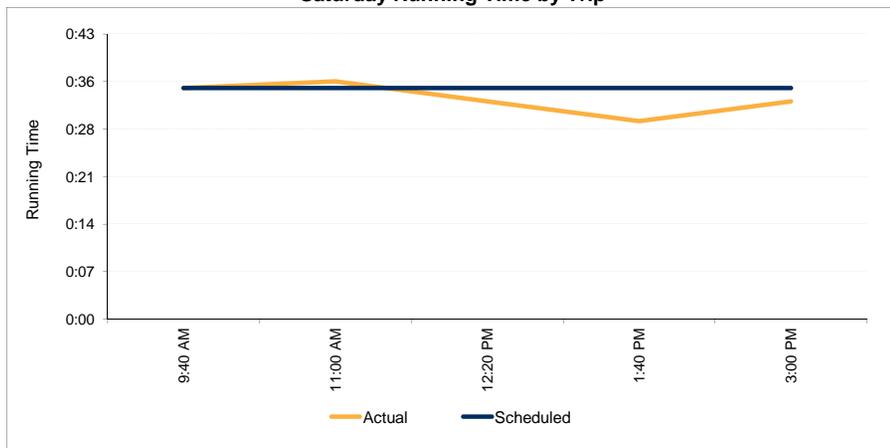


**Weekday Boardings and Alightings by Stop**

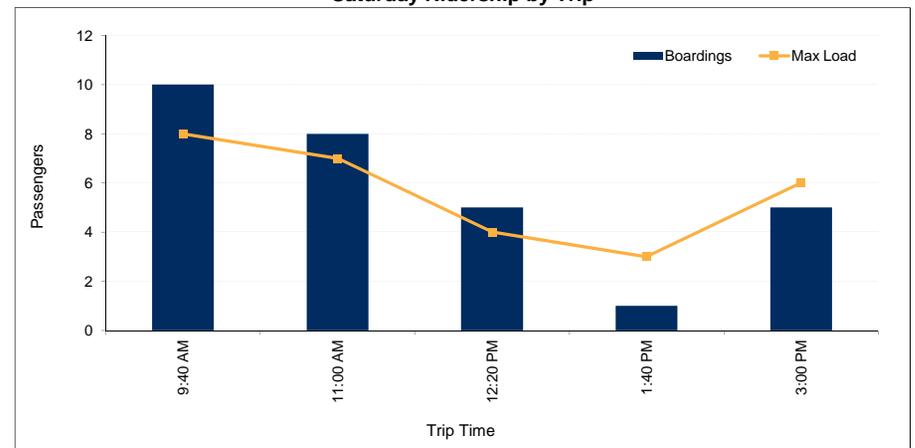


Route 2 Saturday		Route Productivity Summary							Route Operations Summary						
		Activity		Service	Utilization		Productivity		On-Time Performance			On-Board Load			
		Boardings	Alightings	Service Hours	Revenue Miles	Average Trip Length	Passenger Miles	Boardings per Service Hour	Boardings per Revenue Mile	% On-Time	% Early	% Late	Max Passengers On Board	Max Load Location	Direction
		<b>Total</b>		29	37	2.9				9.9		97%	3%	0%	21
Loop		29	37	2.9				9.9		97%	3%	0%	21	Bluff & Kenwood	L
<b>By Segment</b>															
1	Transfer Center to Townline & W. Grand	16	9	0.7				24.0		100%					
2	Townline & W. Grand to McNeel	5	8	0.6				8.6		100%					
3	McNeel to Woodman's			0.3						100%					
4	Woodman's to Portland & Sixth	7	9	0.8				8.4		100%					
5	Portland & Sixth to Transfer Center	1	11	0.6				1.7		80%	20%				
<b>By Time Period</b>															
	Early AM														
	AM														
	Midday	24	32	2.3				10.3					15	Bluff & Kenwood	L
	PM	5	5	0.6				8.6					6	Transfer Center	L
	Eve														
	Night														
	Owl														

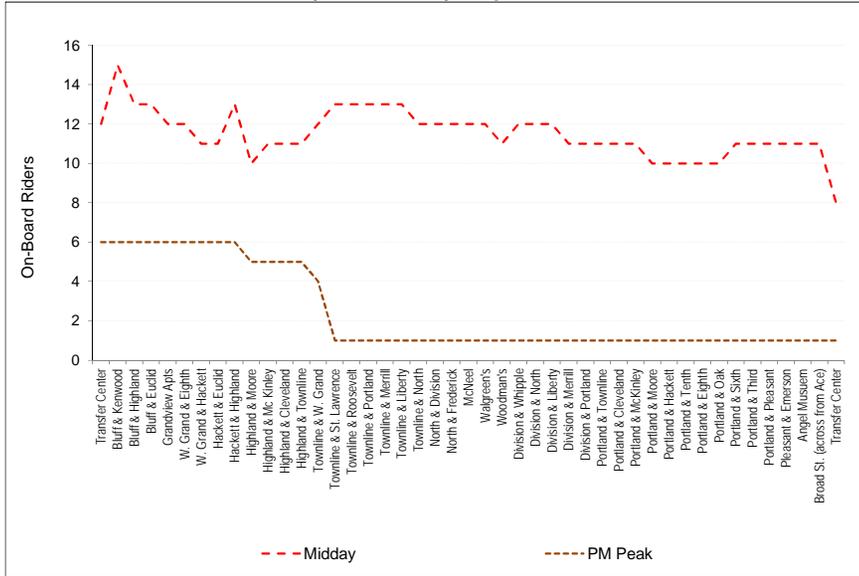
Saturday Running Time by Trip



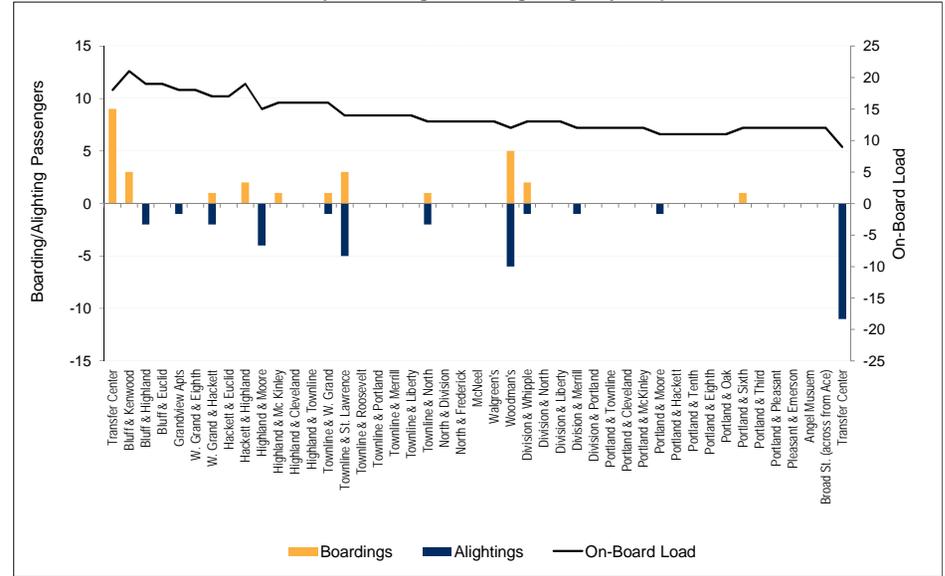
Saturday Ridership by Trip



**Saturday On-Board by Stop and Time Period**

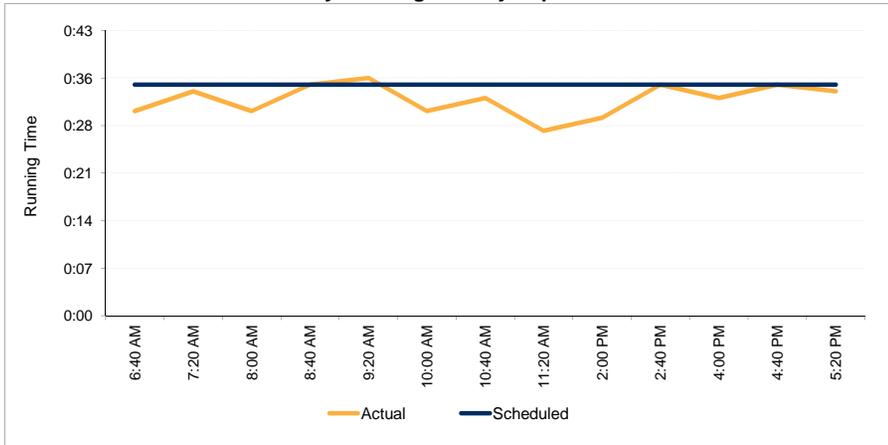


**Saturday Boardings and Alightings by Stop**

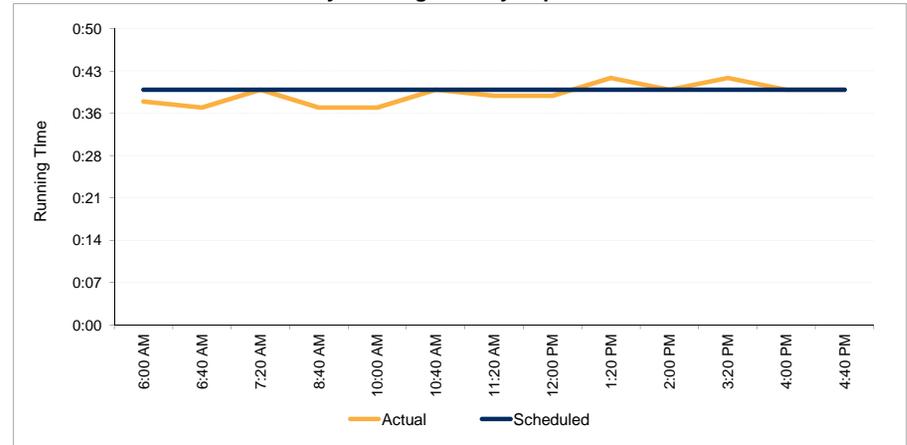


Route 3 Weekday		Route Productivity Summary							Route Operations Summary						
		Activity		Service		Utilization		Productivity		On-Time Performance			On-Board Load		
		Boardings	Alightings	Service Hours	Revenue Miles	Average Trip Length	Passenger Miles	Boardings per Service Hour	Boardings per Revenue Mile	% On-Time	% Early	% Late	Max Passengers On Board	Max Load Location	Direction
<b>Total</b>		301	298	22.5				13.4		75%	25%	0%	112	Shore & Carpenter	O
Inbound		129	146	10.5				12.3		75%	25%	0%	103	Wisconsin & Bushnell	I
Outbound		172	152	12.0				14.3		75%	25%	0%	112	Shore & Carpenter	O
<b>By Segment</b>															
1	Beloit Clinic to Aldrich School	47	59	4.8				9.8		77%	23%				
2	Aldrich School to Eclipse & Park	81	57	7.2				11.3		73%	27%				
3	Eclipse & Park to Transfer Center	173	182	10.5				16.5		59%	41%				
<b>By Time Period</b>															
Early AM															O
AM		63	58	5.6				11.3					30	Wisconsin & Bushnell	I
Midday		164	163	11.3				14.6					61	Wisconsin & Bushnell	I
PM		74	77	5.7				13.1					43	Fourth & Middle	O
Eve															O
Night															O
Owl															O

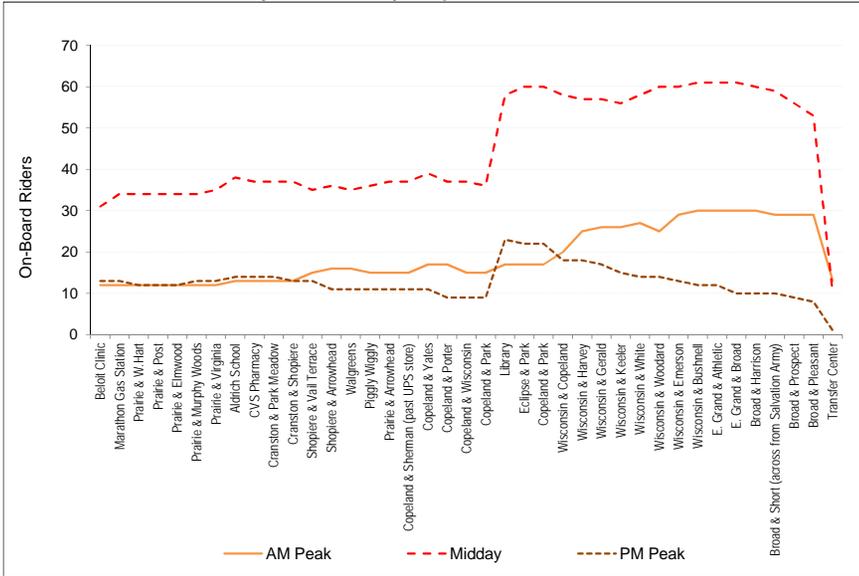
Weekday Running Time by Trip - Inbound



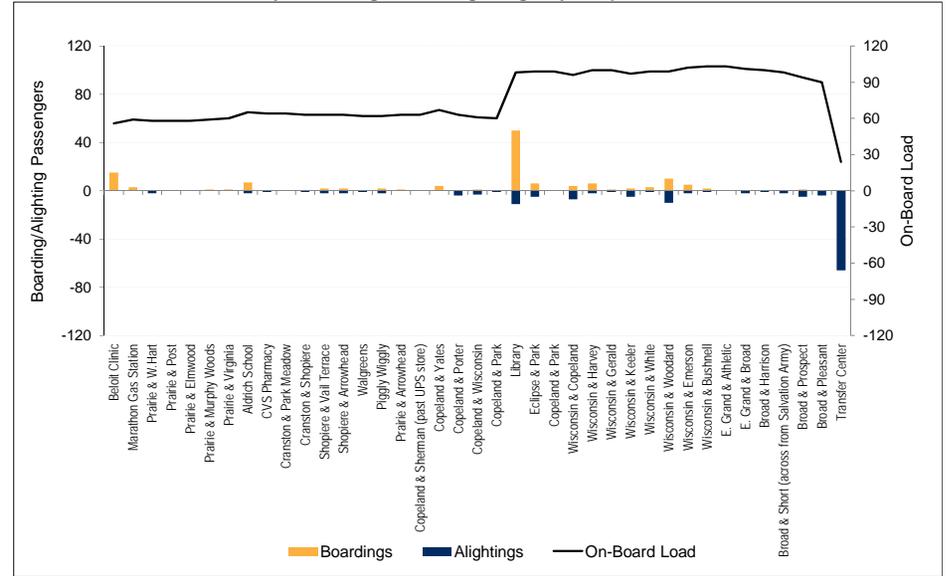
Weekday Running Time by Trip - Outbound



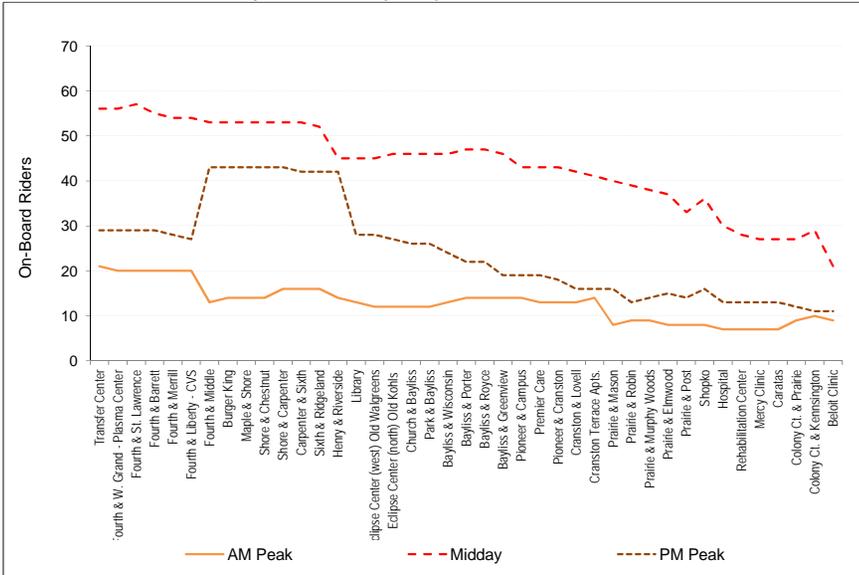
**Weekday On-Board by Stop and Time Period - Inbound**



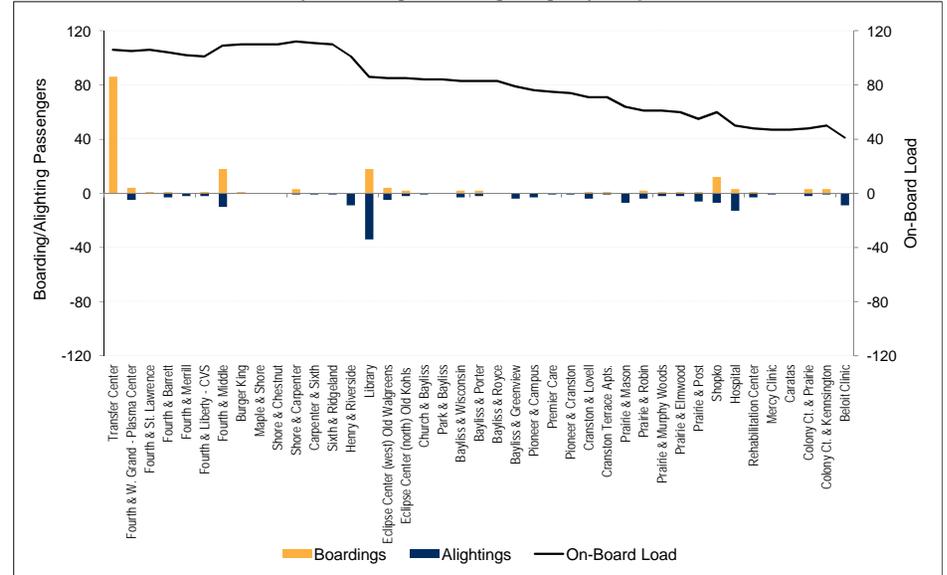
**Weekday Boardings and Alightings by Stop - Inbound**



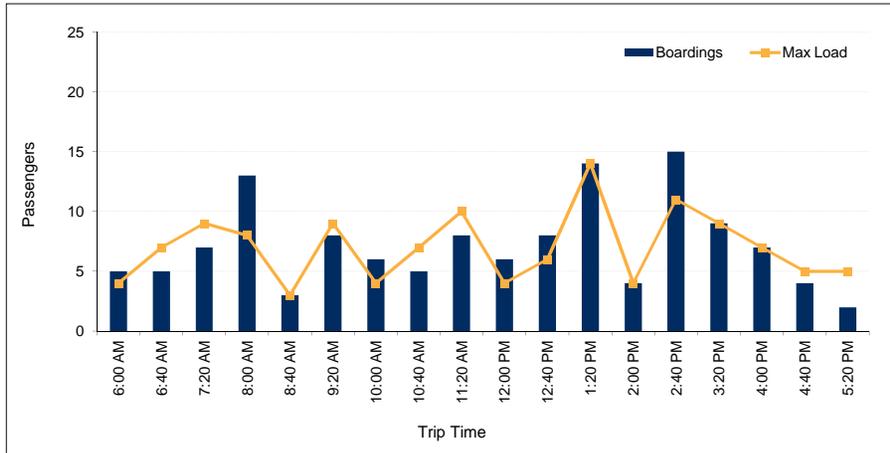
**Weekday On-Board by Stop and Time Period - Outbound**



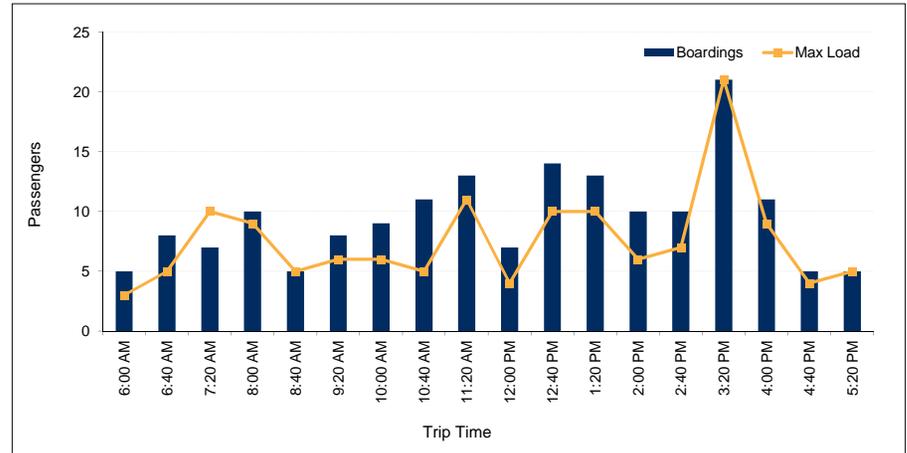
**Weekday Boardings and Alightings by Stop - Outbound**



**Weekday Ridership by Trip - Inbound**

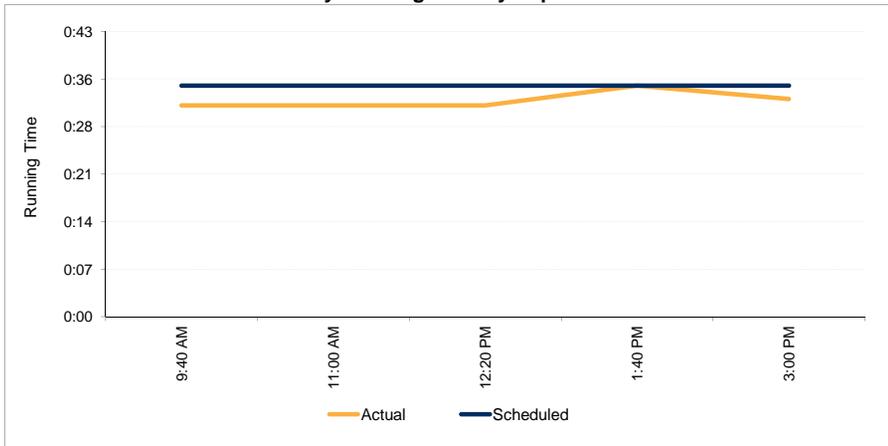


**Weekday Ridership Time by Trip - Outbound**

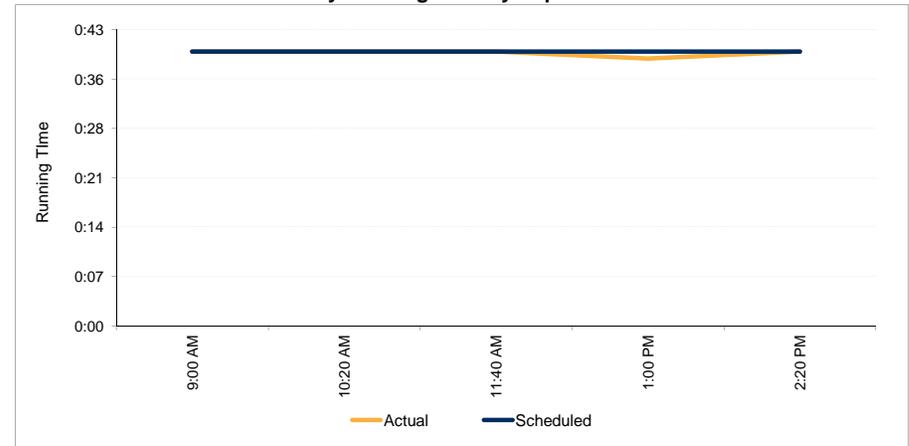


Route 3 Saturday		Route Productivity Summary							Route Operations Summary						
		Activity		Service		Utilization		Productivity		On-Time Performance			On-Board Load		
		Boardings	Alightings	Service Hours	Revenue Miles	Average Trip Length	Passenger Miles	Boardings per Service Hour	Boardings per Revenue Mile	% On-Time	% Early	% Late	Max Passengers On Board	Max Load Location	Direction
<b>Total</b>		44	44	6.9				6.4		73%	27%	0%	22	Fourth & Middle	O
Inbound		14	23	2.9				4.8		58%	42%	0%	21	Wisconsin & Keeler	I
Outbound		30	21	4.0				7.5		87%	13%	0%	22	Fourth & Middle	O
<b>By Segment</b>															
1	Beloit Clinic to Aldrich School	10	11	1.5				6.7		90%	10%				
2	Aldrich School to Eclipse & Park	5	6	2.2				2.3		38%	63%				
3	Eclipse & Park to Transfer Center	29	27	3.2				8.9		43%	57%				
<b>By Time Period</b>															
Early AM															O
AM															O
Midday		43	43	5.7				7.6					22	Fourth & Middle	O
PM		1	1	1.3				0.8					1	Piggly Wiggly	I
Eve															O
Night															O
Owl															O

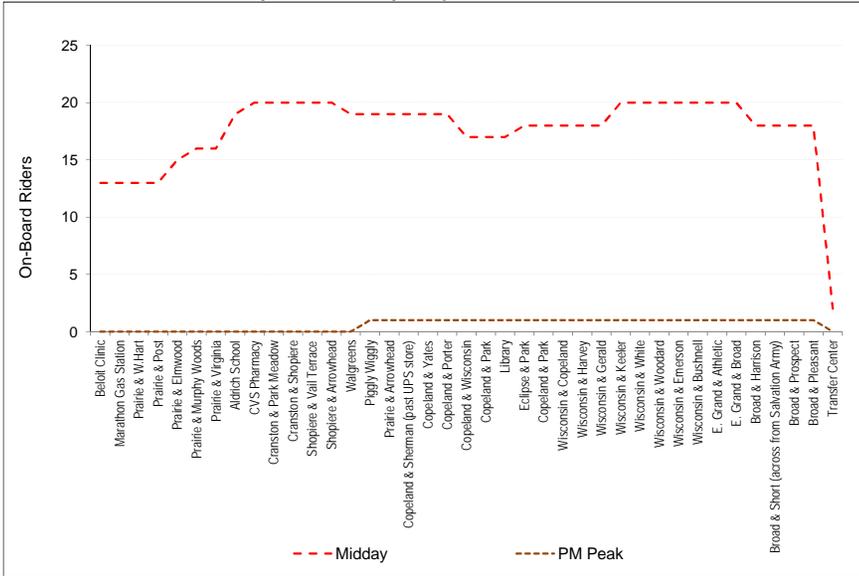
Saturday Running Time by Trip - Inbound



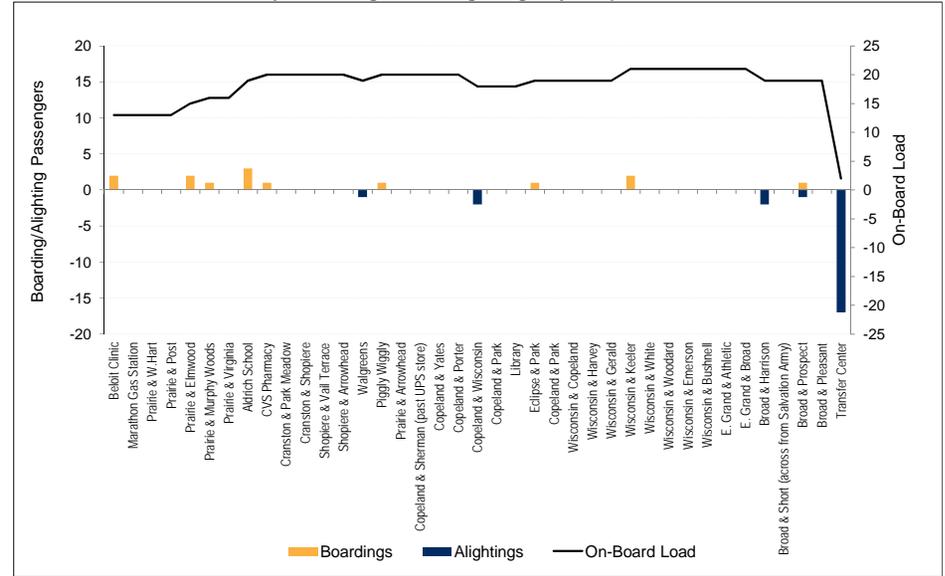
Saturday Running Time by Trip - Outbound



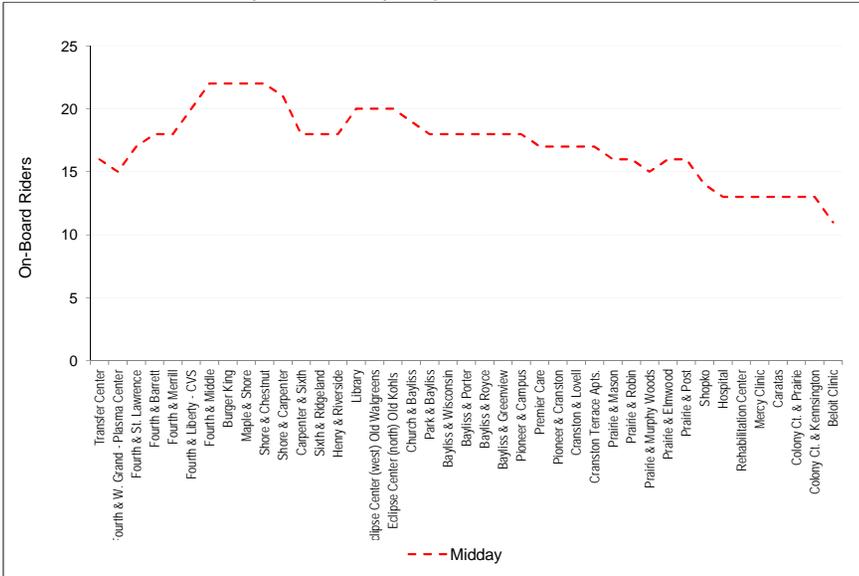
Saturday On-Board by Stop and Time Period - Inbound



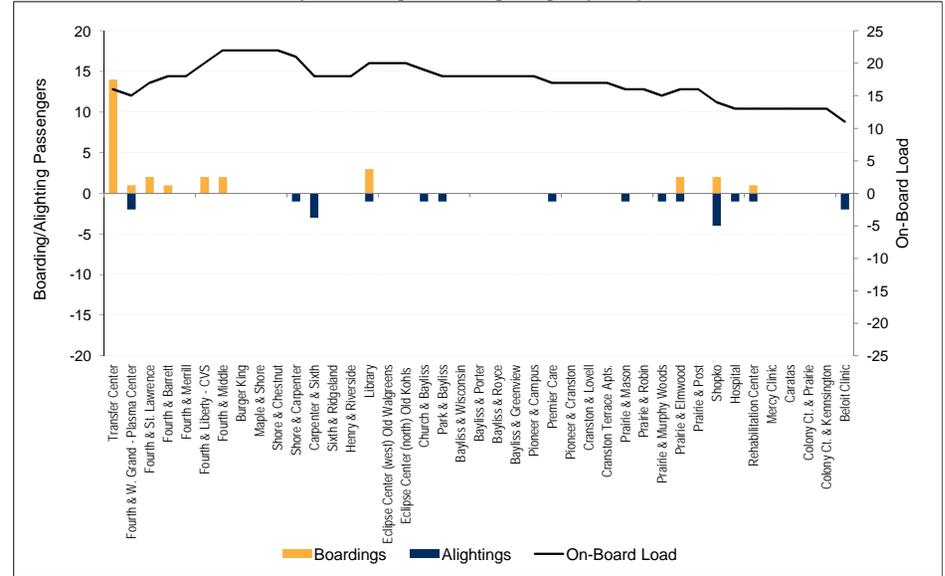
Saturday Boardings and Alightings by Stop - Inbound



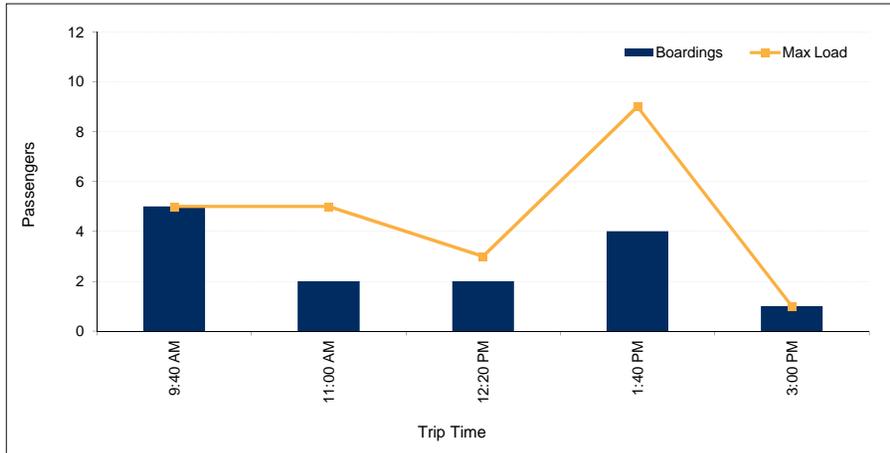
Saturday On-Board by Stop and Time Period - Outbound



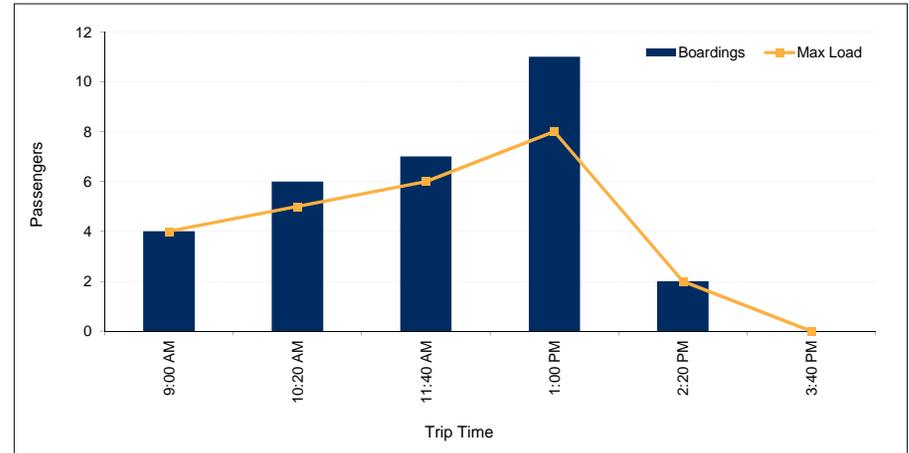
Saturday Boardings and Alightings by Stop - Outbound



Saturday Ridership by Trip - Inbound

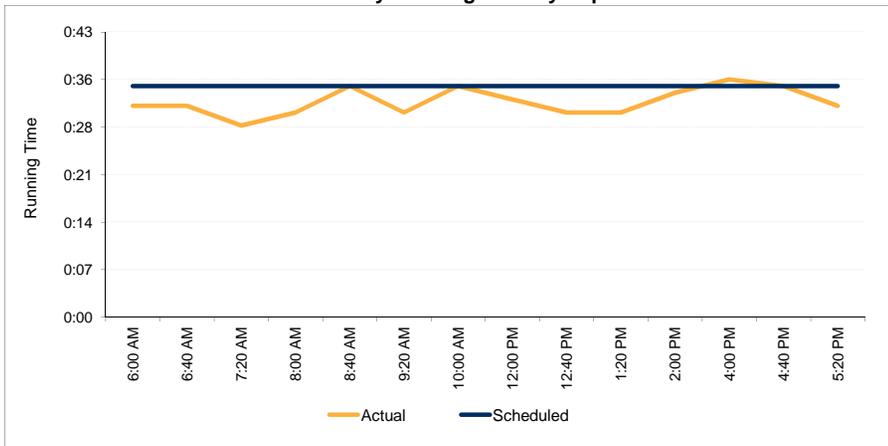


Saturday Ridership Time by Trip - Outbound

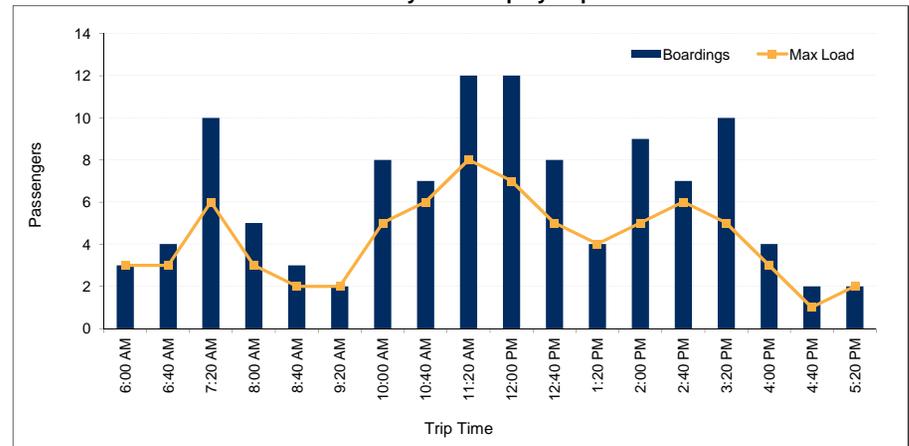


Route 4 Weekday		Route Productivity Summary							Route Operations Summary						
		Activity		Service		Utilization		Productivity		On-Time Performance			On-Board Load		
		Boardings	Alightings	Service Hours	Revenue Miles	Average Trip Length	Passenger Miles	Boardings per Service Hour	Boardings per Revenue Mile	% On-Time	% Early	% Late	Max Passengers On Board	Max Load Location	Direction
<b>Total</b>		112	111	10.5				10.7		69%	31%	0%	63	Transfer Center	L
Loop		112	111	10.5				10.7		69%	31%	0%	63	Transfer Center	L
<b>By Segment</b>															
1	Transfer Center to Park & Emerson	59	5	1.8				32.8		50%	50%				
2	Park & Emerson to Cancer Center	3	6	1.5				2.0		88%	12%				
3	Cancer Center to Wal-Mart	4	19	2.1				1.9		65%	35%				
4	Wal-Mart to White & Harrison	30	35	2.1				14.3		89%	11%				
5	White & Harrison to Scoville Hall	9	2	1.5				6.0		56%	44%				
6	Scoville Hall to Transfer Center	7	44	1.5				4.7		41%	59%				
<b>By Time Period</b>															
Early AM															
	AM	25	24	2.9				8.6					14	Transfer Center	L
	Midday	69	69	5.3				13.1					39	Transfer Center	L
	PM	18	18	2.3				7.7					10	Transfer Center	L
	Eve														
	Night														
	Owl														

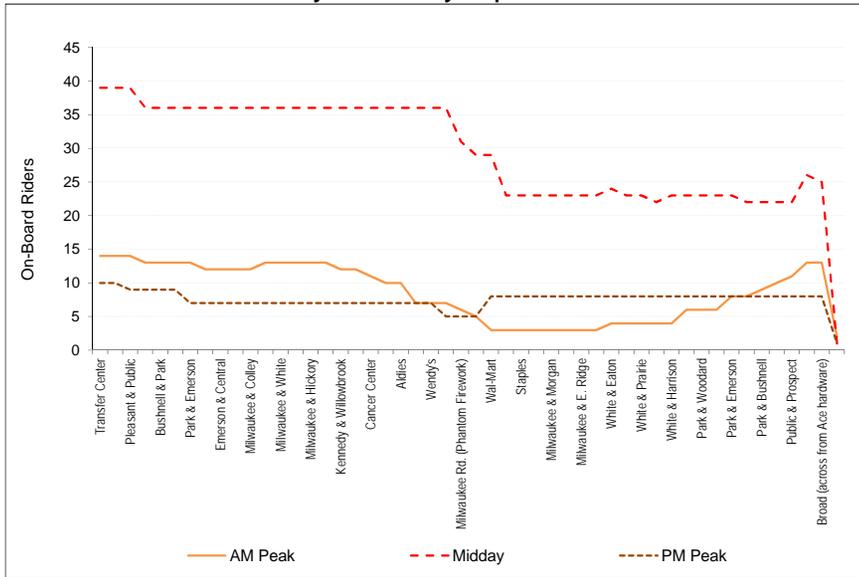
Weekday Running Time by Trip



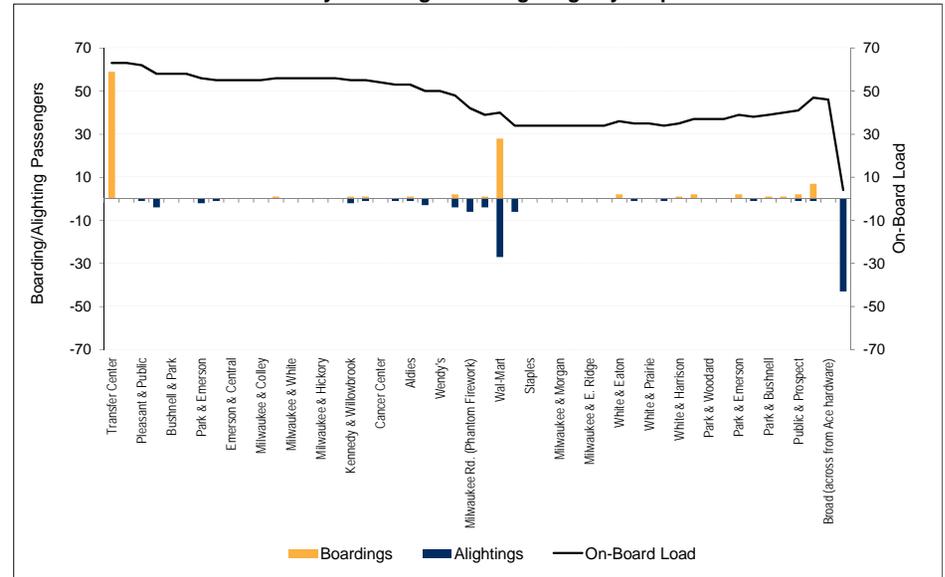
Weekday Ridership by Trip



**Weekday On-Board by Stop and Time Period**

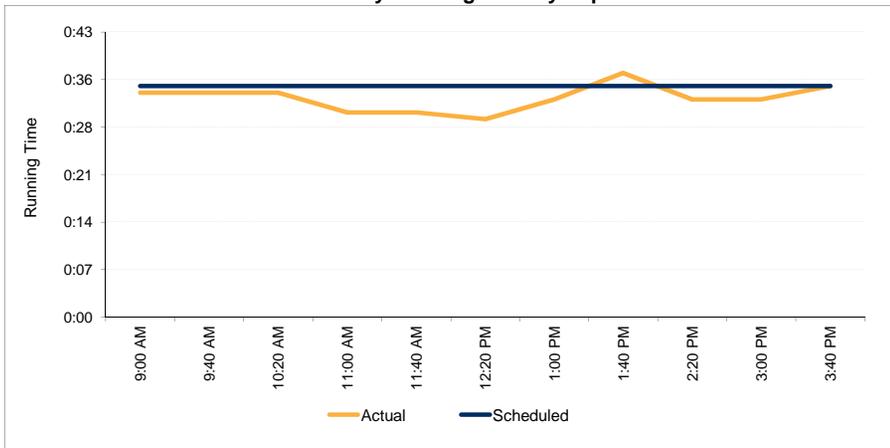


**Weekday Boardings and Alightings by Stop**

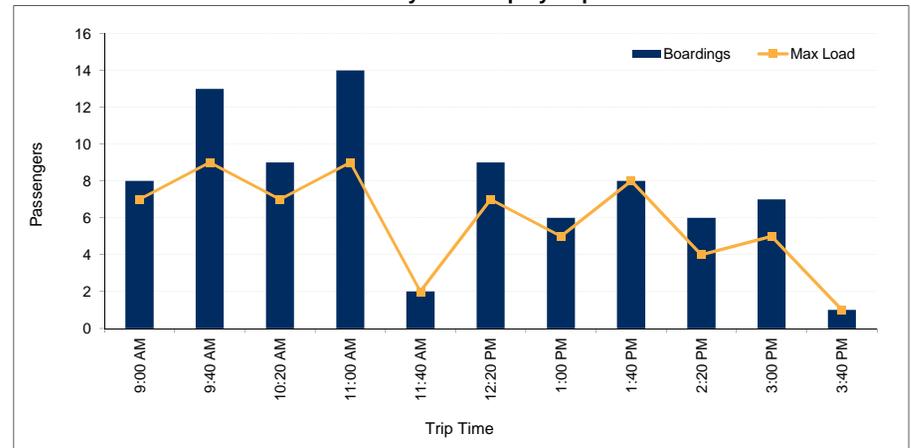


Route 4 Saturday		Route Productivity Summary							Route Operations Summary						
		Activity		Service	Utilization		Productivity		On-Time Performance			On-Board Load			
		Boardings	Alightings	Service Hours	Revenue Miles	Average Trip Length	Passenger Miles	Boardings per Service Hour	Boardings per Revenue Mile	% On-Time	% Early	% Late	Max Passengers On Board	Max Load Location	Direction
<b>Total</b>		83	83	6.4				12.9		87%	13%	0%	47	Milwaukee & Strong	L
Loop		83	83	6.4				12.9		87%	13%	0%	47	Milwaukee & Strong	L
<b>By Segment</b>															
1	Transfer Center to Park & Emerson	36	1	1.1				32.7		90%	10%				
2	Park & Emerson to Wal-Mart	13	10	2.2				5.9		80%	20%				
3	Wal-Mart to White & Harrison	31	38	1.3				24.2		91%	9%				
4	White & Harrison to Scoville Hall	1	11	0.9				1.1		100%					
5	Scoville Hall to Transfer Center	2	23	0.9				2.2		64%	36%				
<b>By Time Period</b>															
Early AM															
AM															
Midday		75	75	5.3				14.3					41	Milwaukee & Strong	L
PM		8	8	1.2				6.9					6	Emerson & Wisconsin	L
Eve															
Night															
Owl															

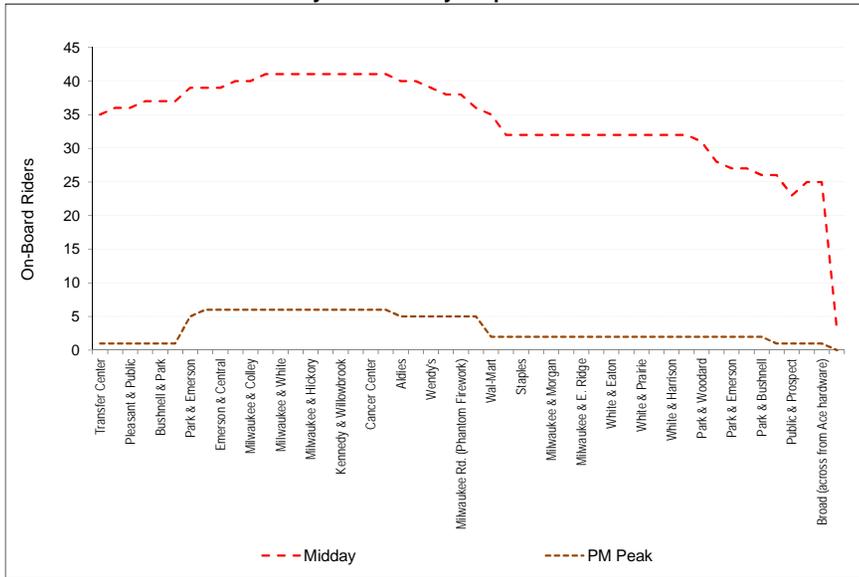
Saturday Running Time by Trip



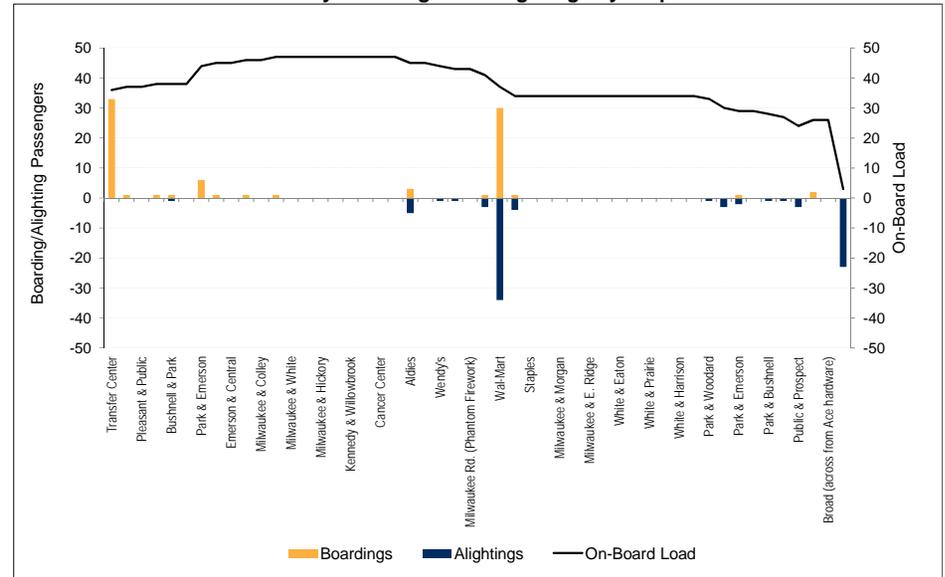
Saturday Ridership by Trip



**Saturday On-Board by Stop and Time Period**

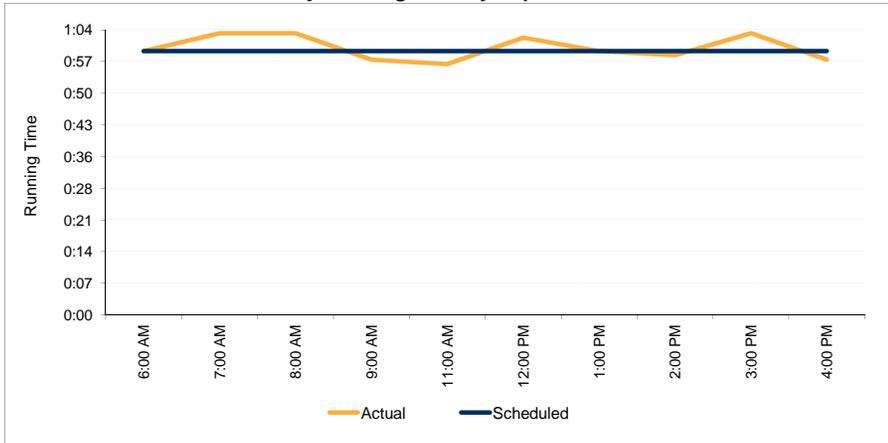


**Saturday Boardings and Alightings by Stop**

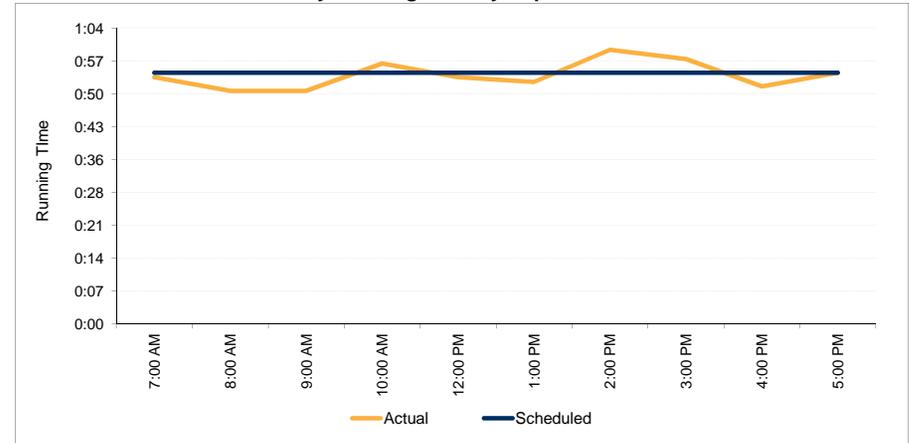


BJE Route Weekday		Route Productivity Summary							Route Operations Summary						
		Activity		Service		Utilization		Productivity		On-Time Performance			On-Board Load		
		Boardings	Alightings	Service Hours	Revenue Miles	Average Trip Length	Passenger Miles	Boardings per Service Hour	Boardings per Revenue Mile	% On-Time	% Early	% Late	Max Passengers On Board	Max Load Location	Direction
<b>Total</b>		294	278	23.0			12.8		82%	15%	3%	89	JTS Pad	S	
Northbound		173	134	12.0			14.4		78%	16%	5%	81	WSVH	N	
Southbound		121	144	11.0			11.0		85%	14%	1%	89	JTS Pad	S	
<b>By Segment</b>															
1	Transfer Center to Hwy 51 & Inman Pkwy	71	55	3.9			18.1		95%		5%				
2	Hwy. 51 & Inman Pkwy to BTC	7	14	2.0			3.5		76%	19%	5%				
3	BTC to Corrections	20	12	0.9			21.4		68%	26%	5%				
4	Corrections to Job Center	19	16	3.2			5.9		70%	25%	5%				
5	Job Center to U-Rock	13	31	2.0			6.5		80%	20%					
6	U-Rock to State & Washington	22	13	2.0			11.0		75%	25%					
7	State & Washington to JTS Pad	82	42	2.4			34.2			14%					
8	JTS Pad to Barberry & Kennedy	60	95	6.5			9.2		95%		5%				
<b>By Time Period</b>															
Early AM														S	
AM		81	79	5.5			14.6					34	Hwy. 51 & Inman Pkwy	N	
Midday		148	121	11.5			12.9					40	State & Willard	N	
PM		65	78	5.8			11.3					33	JTS Pad	S	
Eve				0.2										S	
Night														S	
Owl														S	

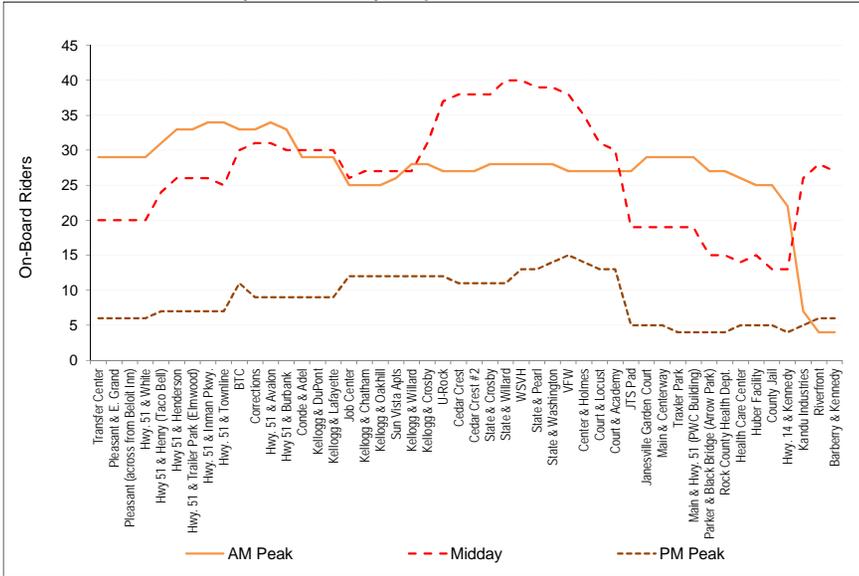
Weekday Running Time by Trip - Northbound



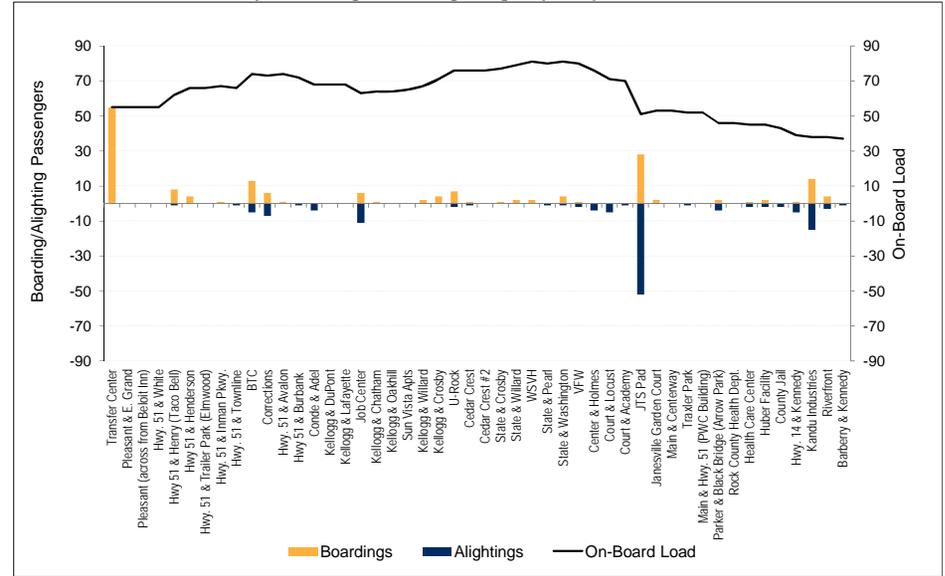
Weekday Running Time by Trip - Southbound



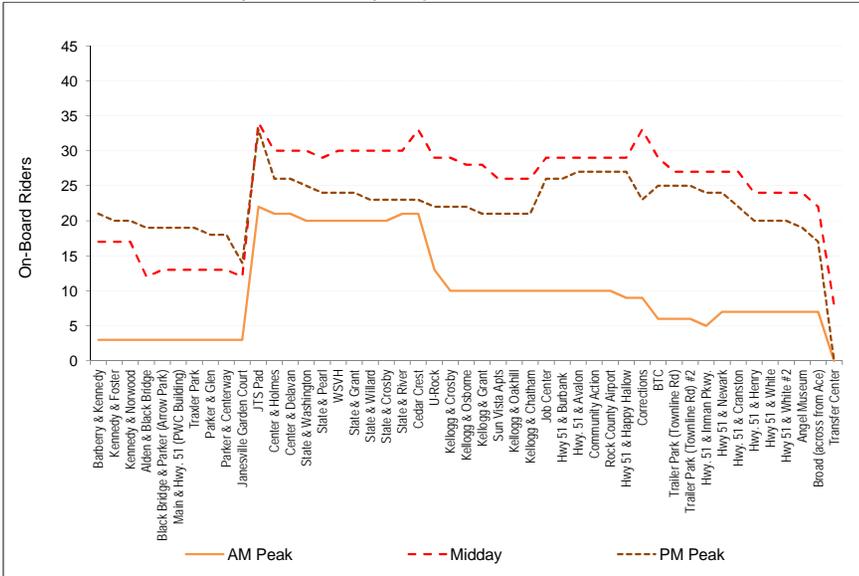
**Weekday On-Board by Stop and Time Period - Northbound**



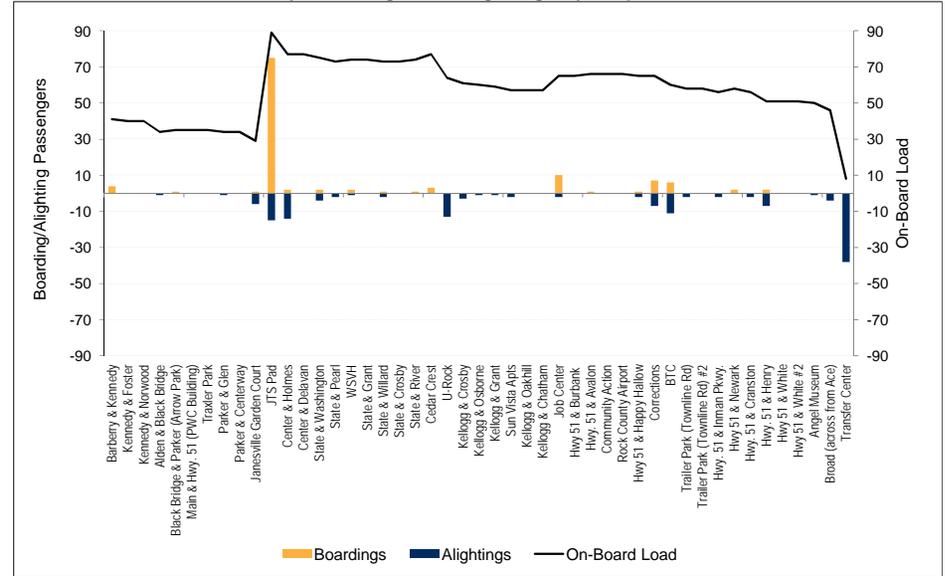
**Weekday Boardings and Alightings by Stop - Northbound**



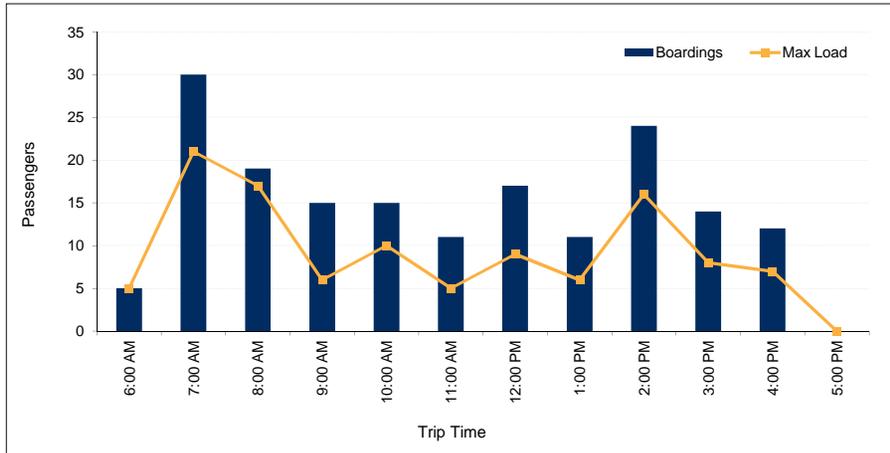
**Weekday On-Board by Stop and Time Period - Southbound**



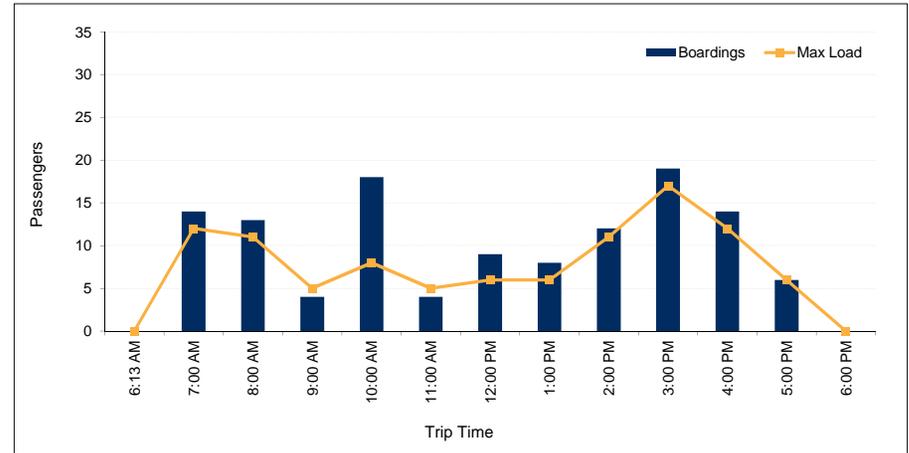
**Weekday Boardings and Alightings by Stop - Southbound**



**Weekday Ridership by Trip - Northbound**



**Weekday Ridership Time by Trip - Southbound**

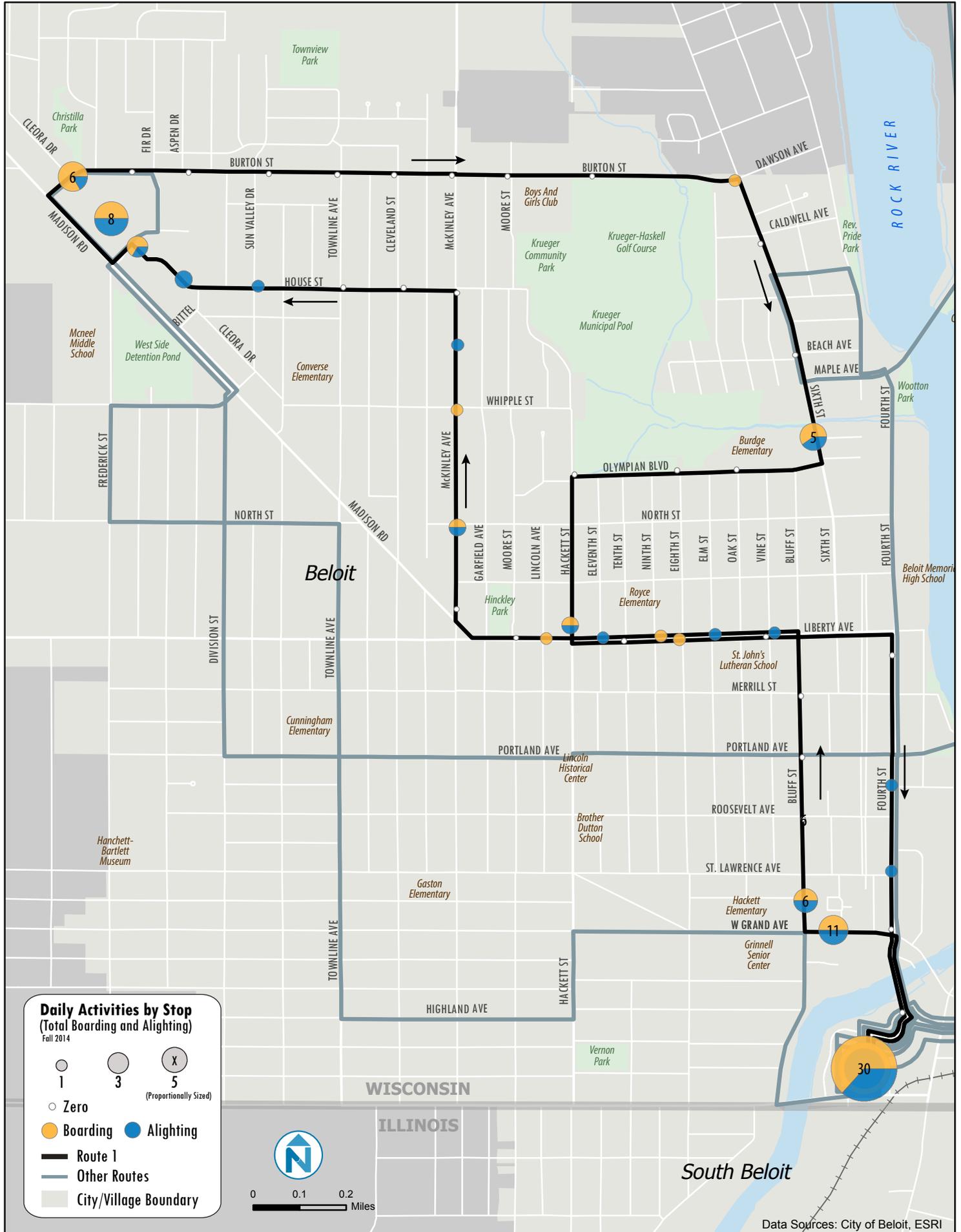


# APPENDIX B: ROUTE BOARDING & ALIGHTING MAP

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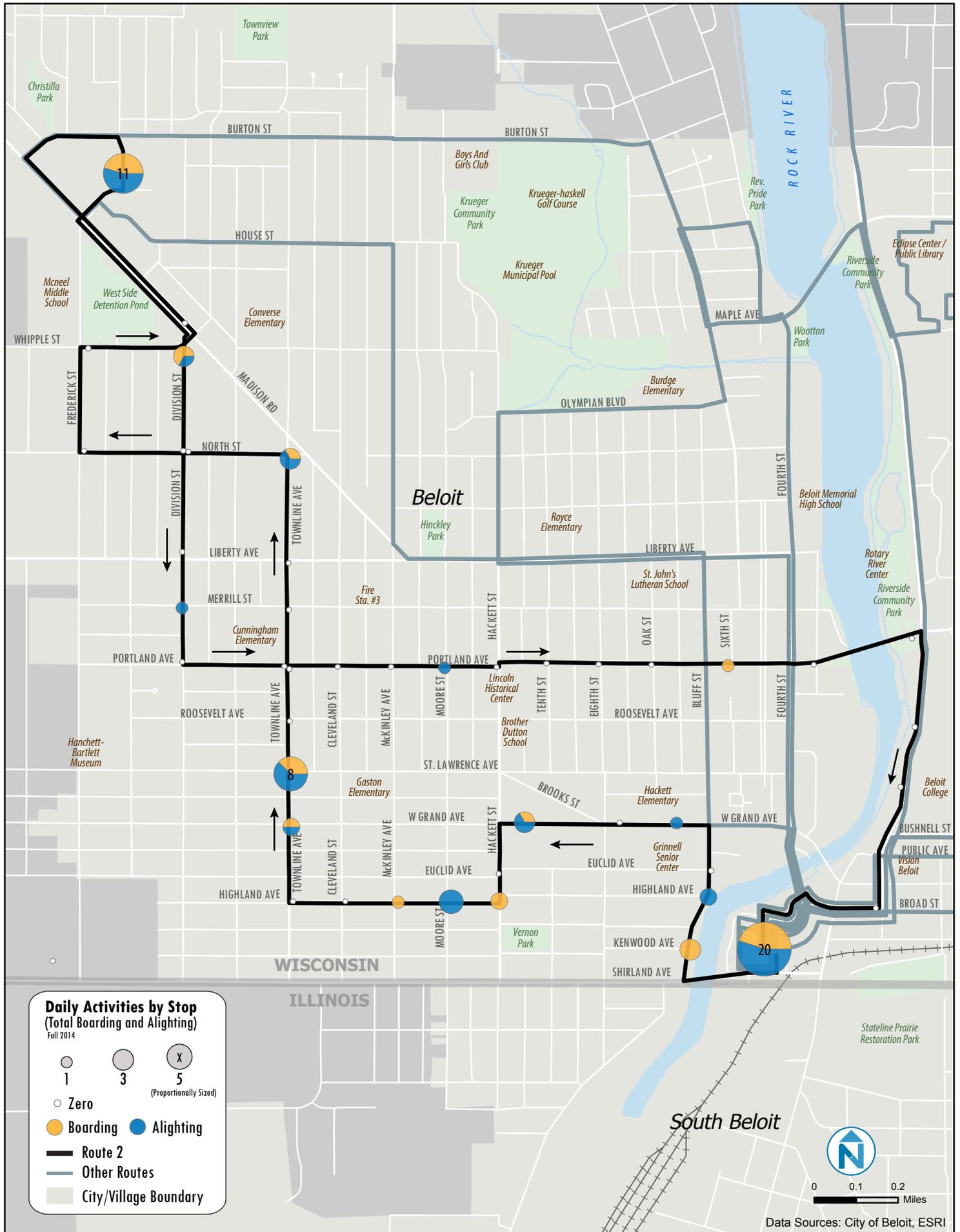


# Total Daily Activities: Route 1 - Saturday



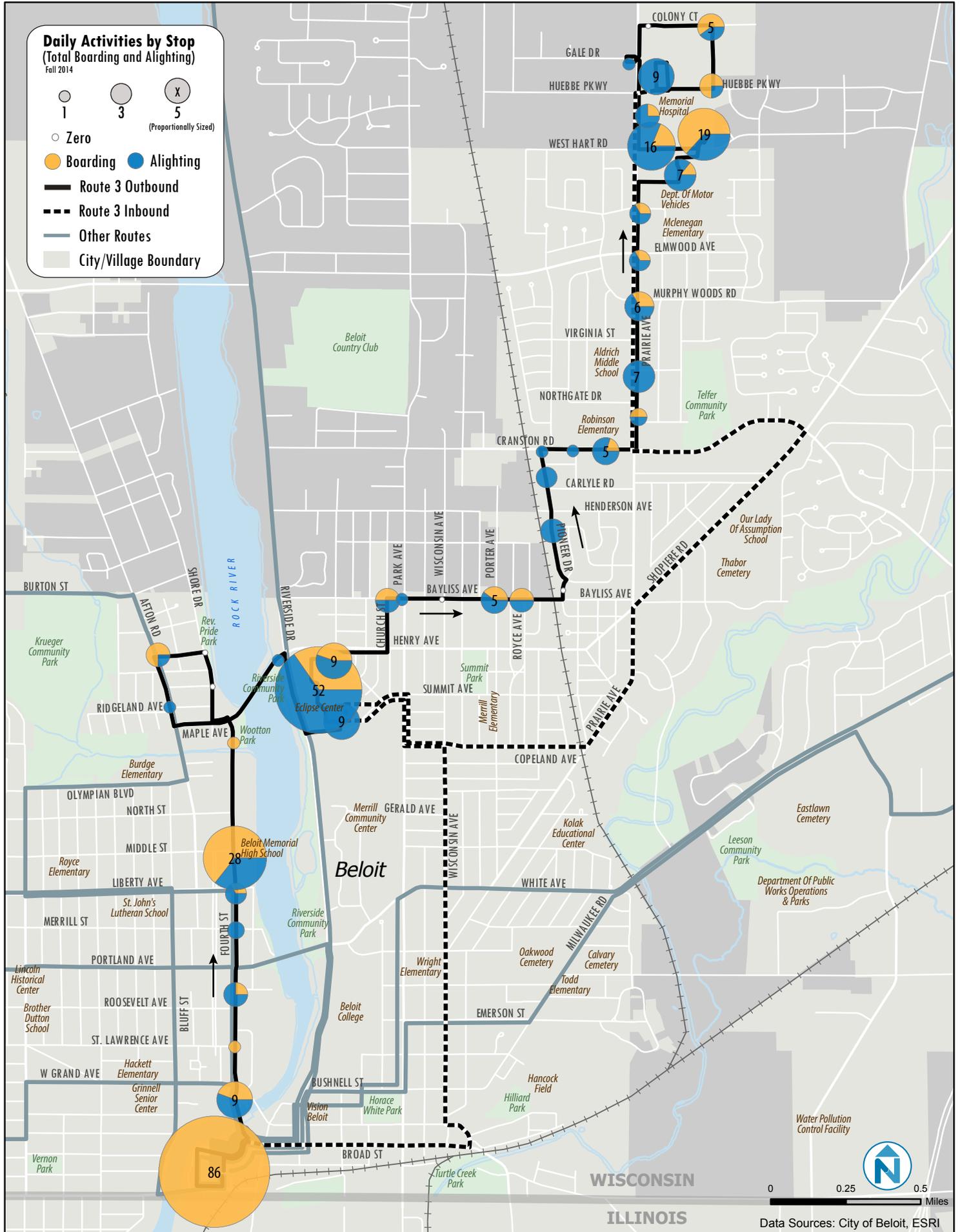


# Total Daily Activities: Route 2 - Saturday





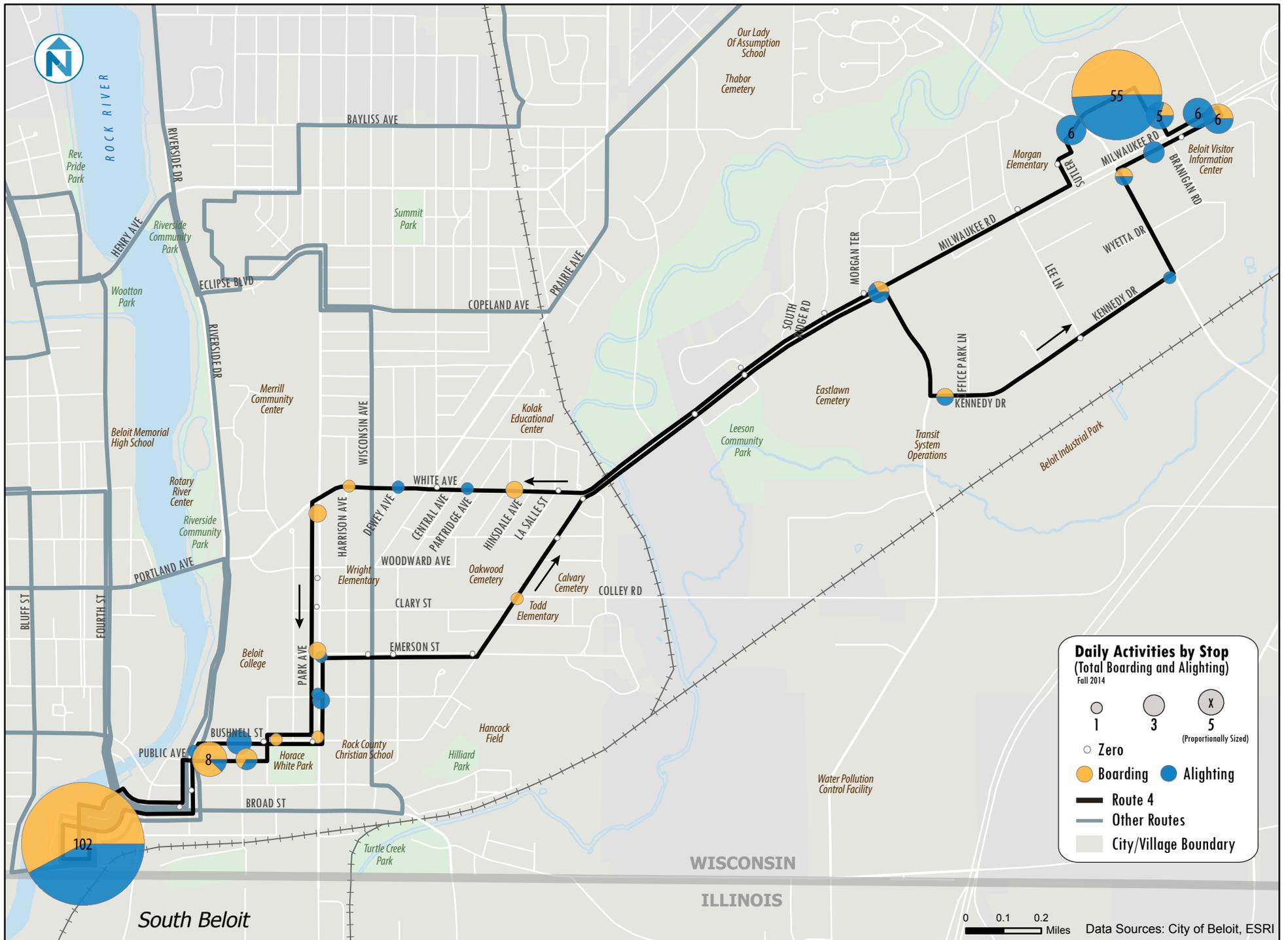
# Total Daily Activities: Route 3 Outbound - Weekday



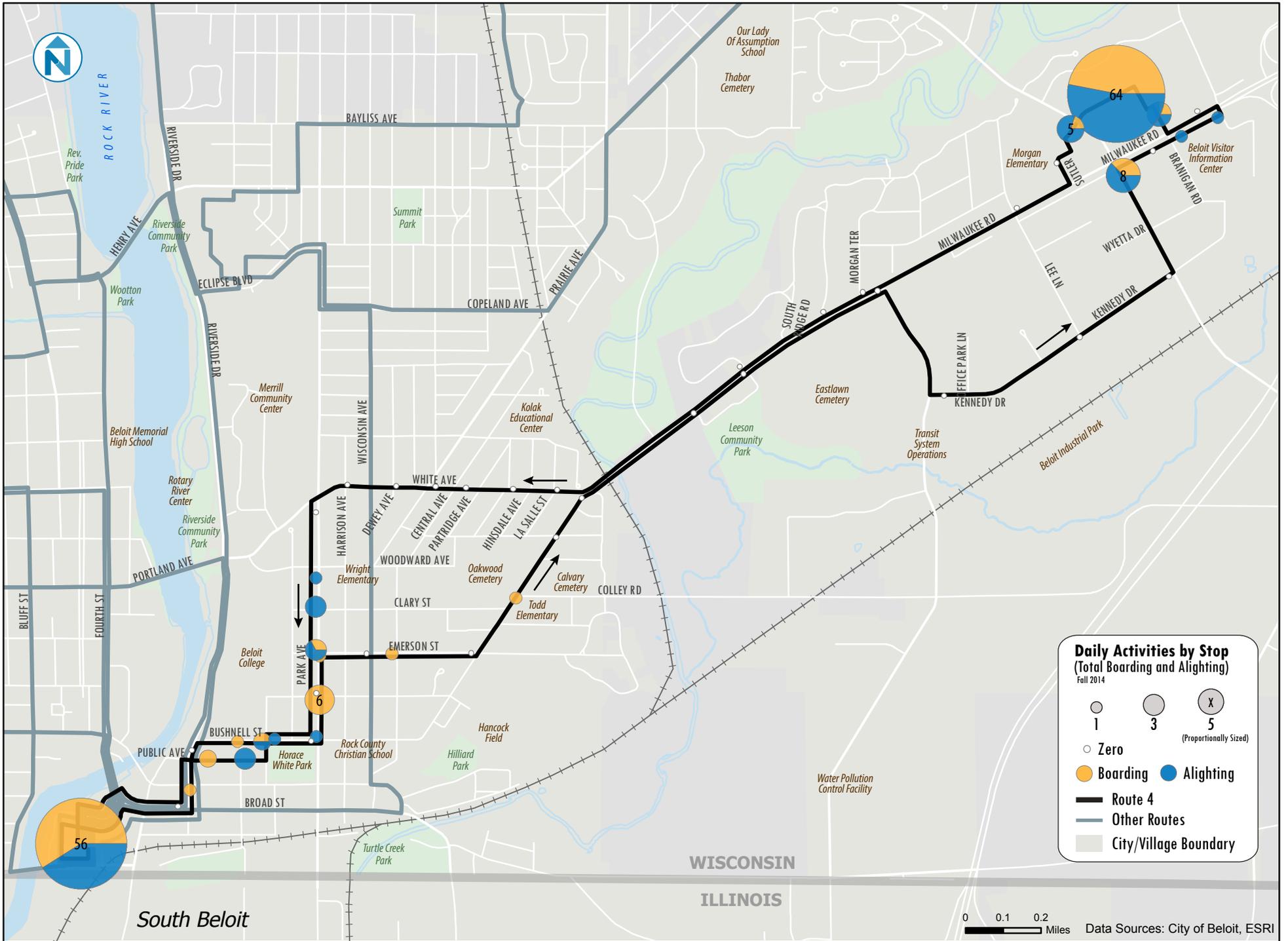




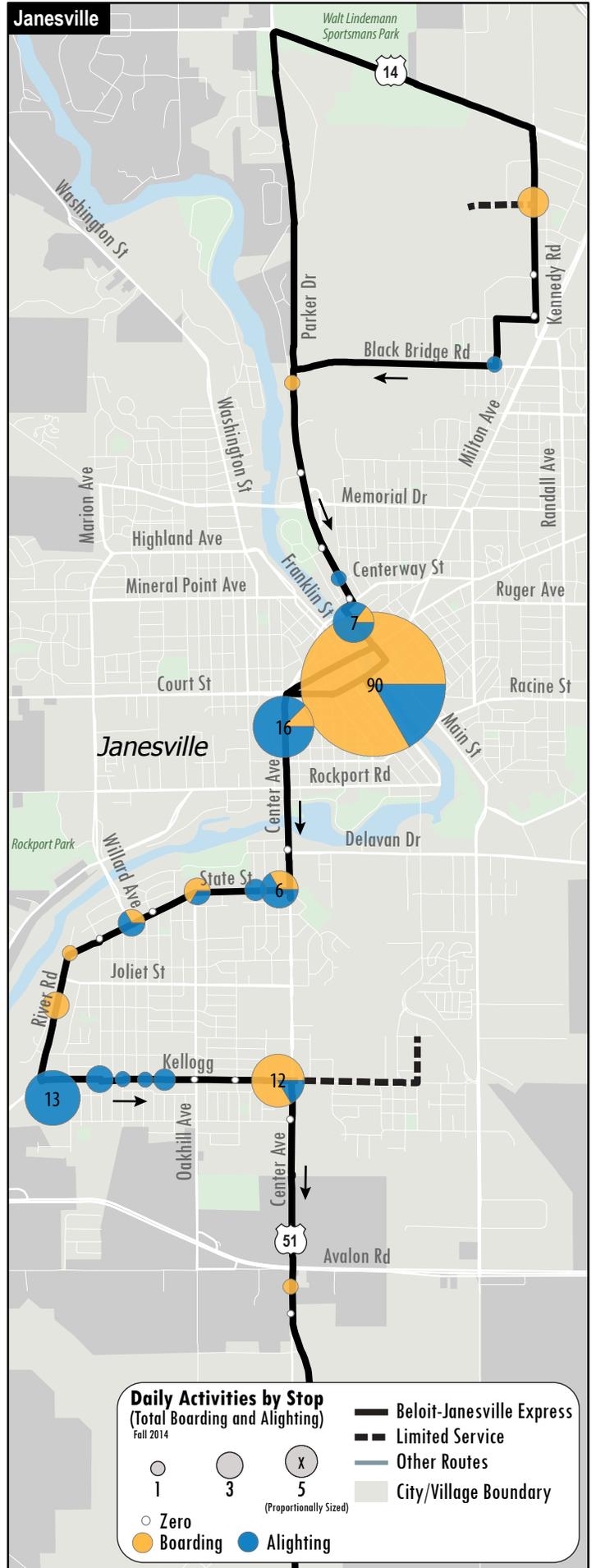
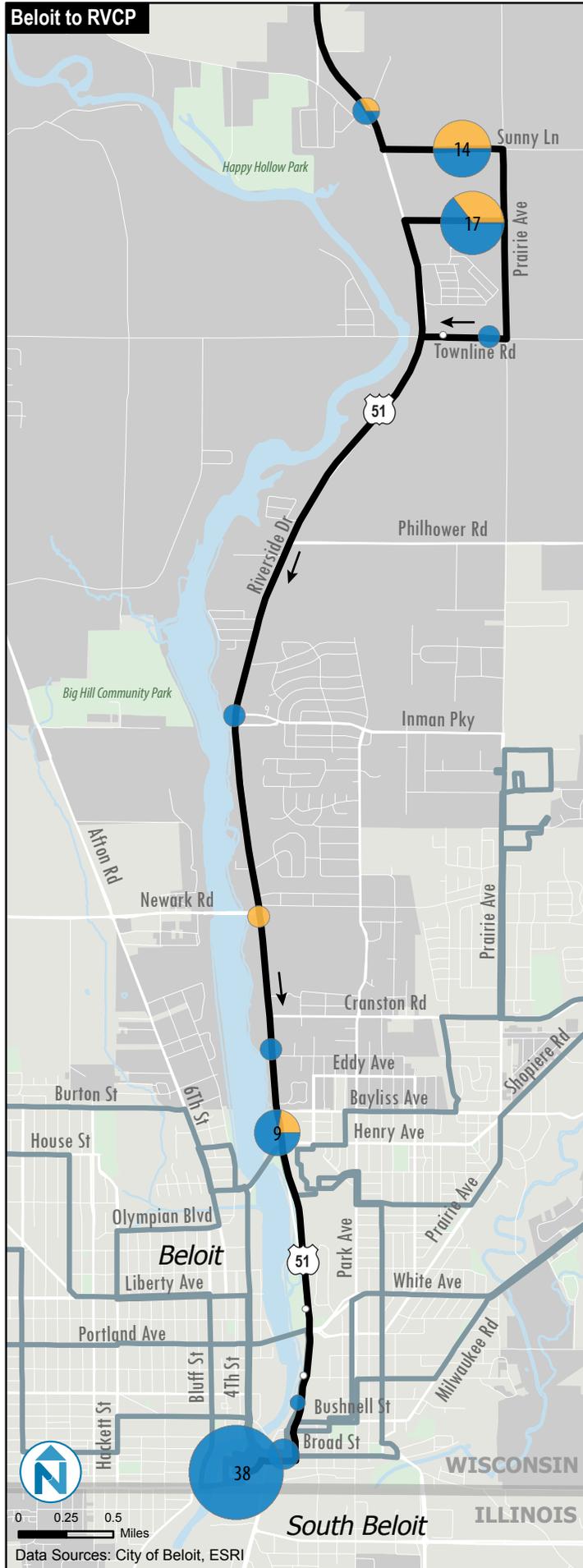
# Total Daily Activities: Route 4 - Weekday



# Total Daily Activities: Route 4 - Saturday



# Total Daily Activities: Beloit - Janesville Express (To Beloit) - Weekday



**Daily Activities by Stop**  
(Total Boarding and Alighting)  
Fall 2014

1  
 3  
 5  
 (Proportionally Sized)

Boarding  
 Alighting

Beloit-Janesville Express  
 Limited Service  
 Other Routes  
 City/Village Boundary

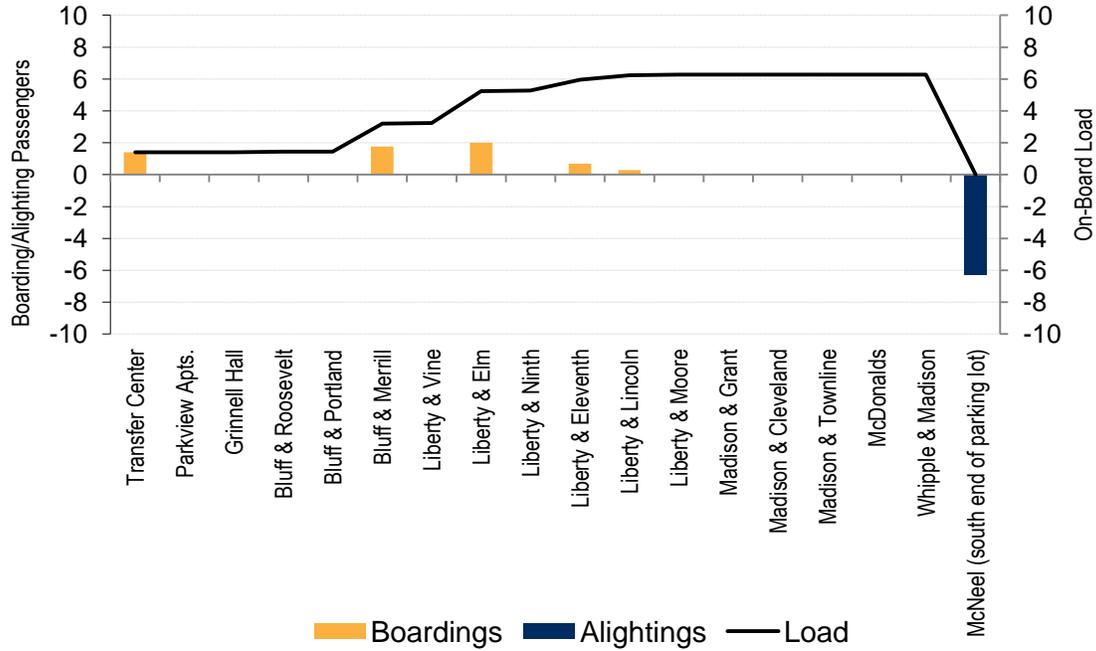


# APPENDIX C: TRIPPER ROUTE BOARDING & ALIGHTING CHARTS

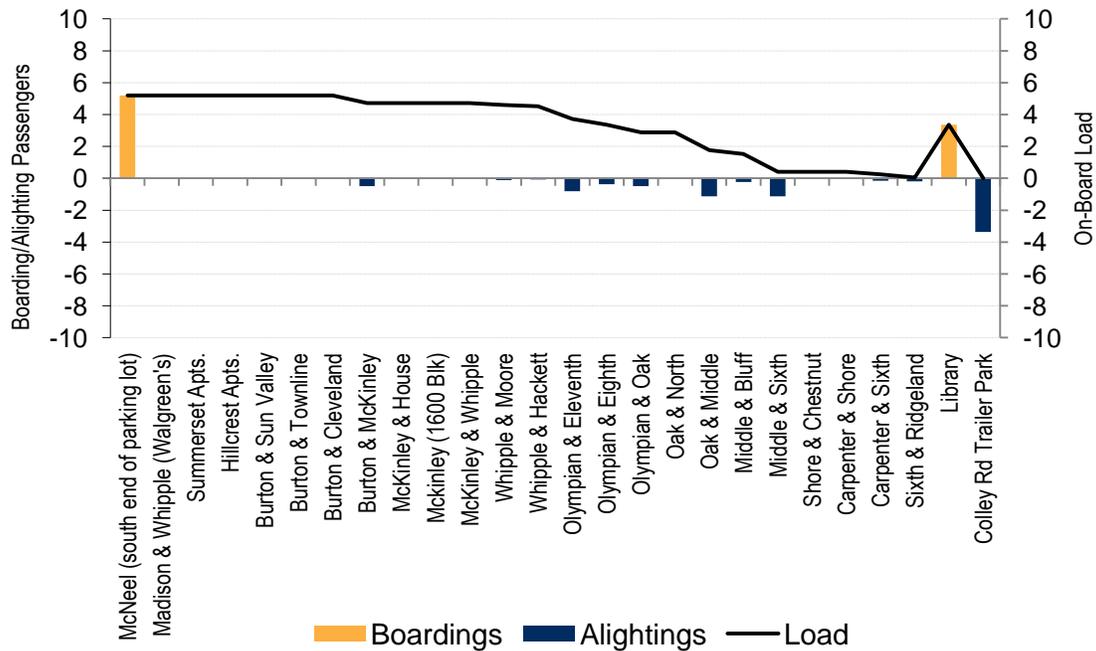
---

## Route 1X

### AM Boarding & Alighting

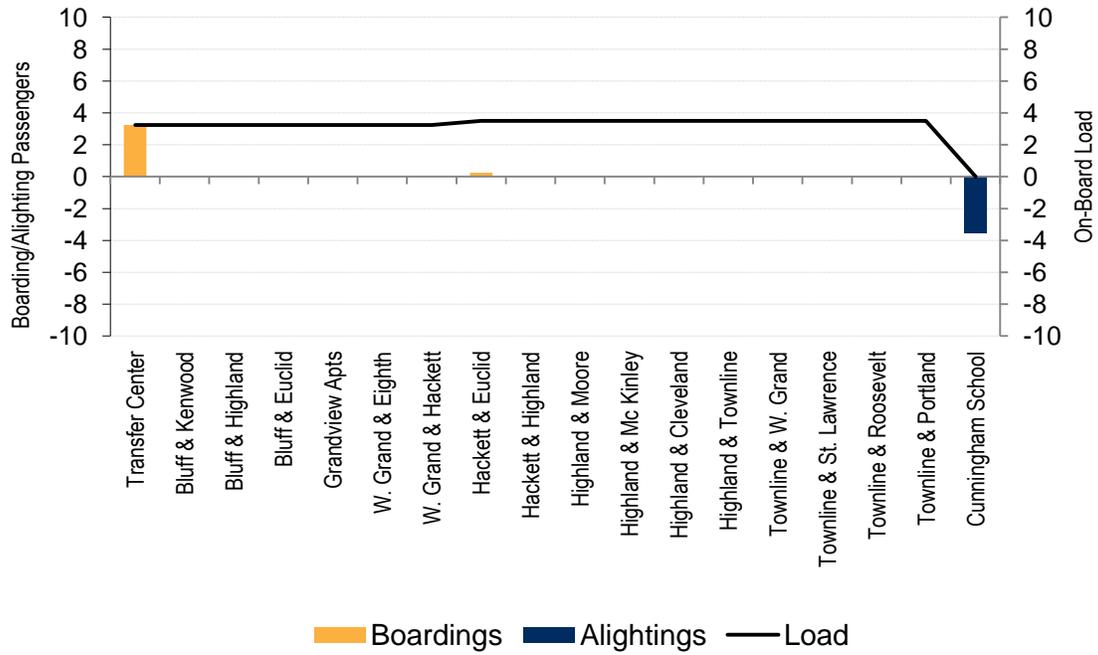


### PM Boarding & Alighting

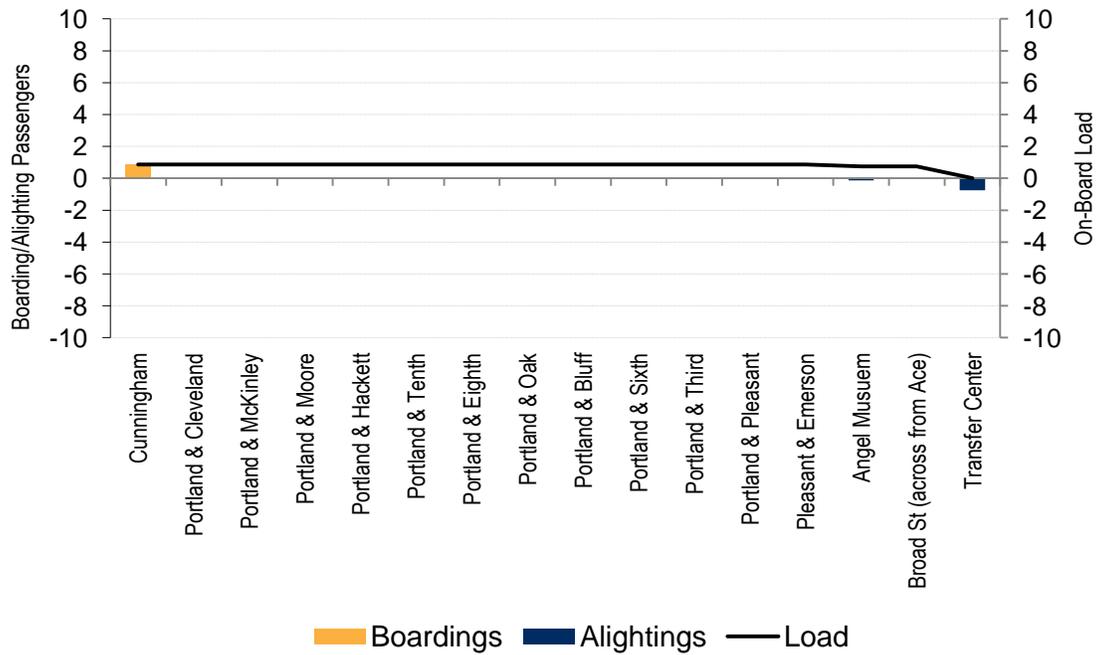


## Route 2X

### AM Boarding & Alighting

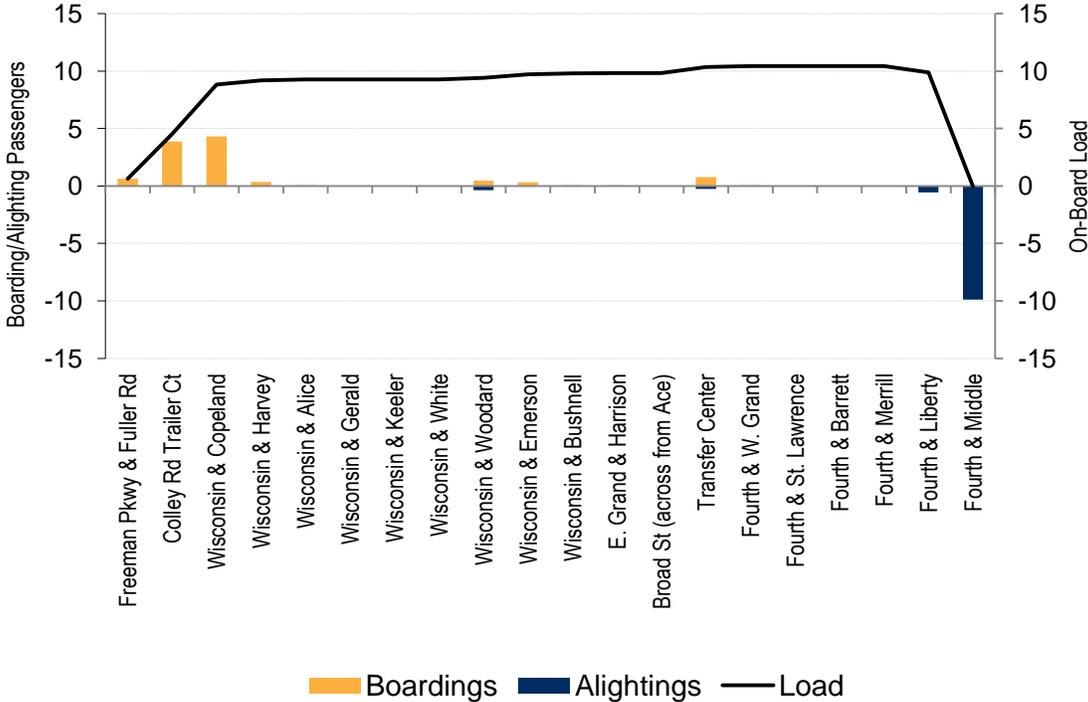


### PM Boarding & Alighting



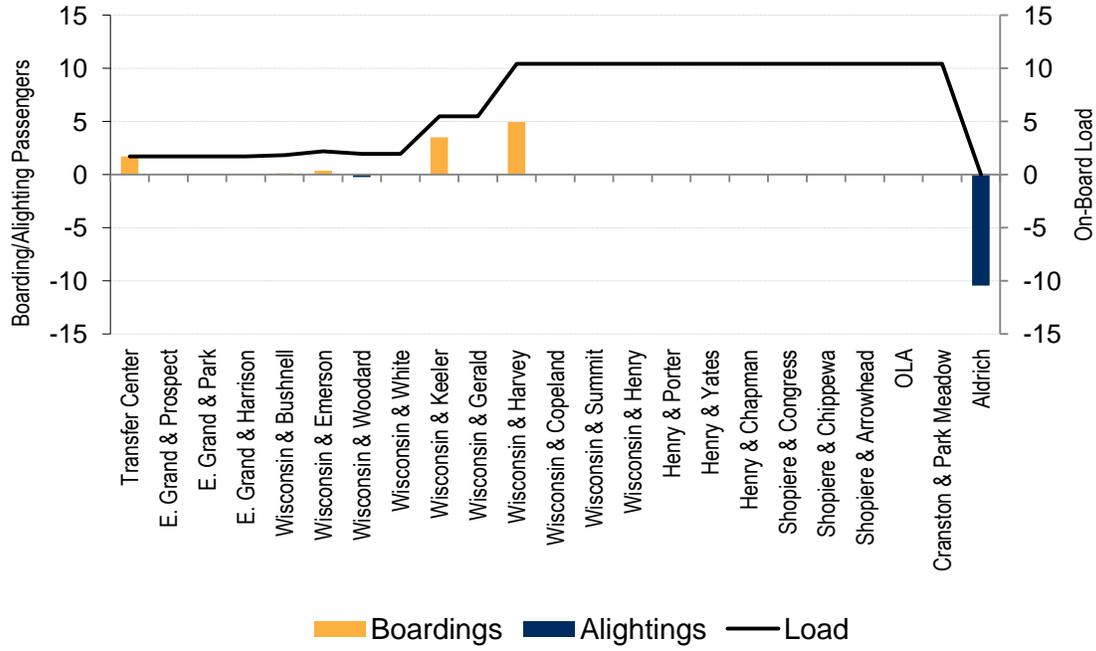
# Route 3X

## AM Boarding & Alighting

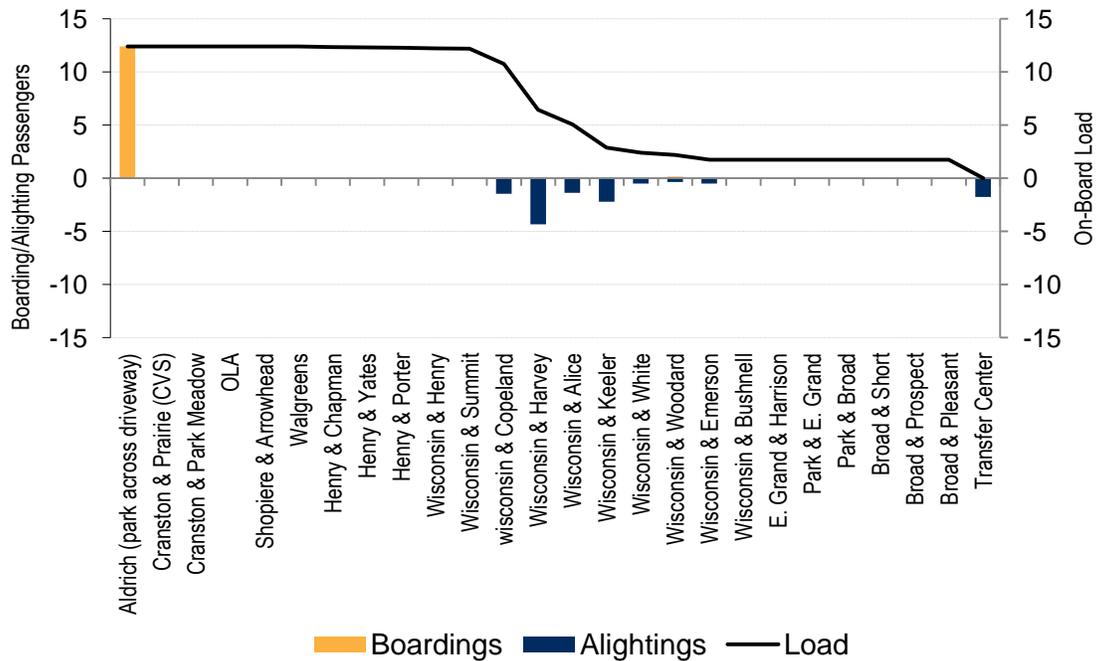


## Aldrich Route

### AM Boarding & Alighting



### PM Boarding & Alighting



## **APPENDIX D: INVITED STAKEHOLDERS**

---

**TRANSIT DEVELOPMENT PLAN | FINAL REPORT**  
City of Beloit

Invited Stakeholder Group	Representative	Attended
Hand of Faith	Jeff Hoyt	Yes
N/A	Shirley Williams	Yes
N/A	Steve Howland	Yes
KANDU Industries	Gary Bersell	Yes
Latino Service Providers Coalition	Cecilia Ramirez	Yes
Merrill Community Center	Regina Dunkin	Yes
Project 16:49	Tammy DeGarmo	Yes
Retired and Senior Volunteer Program of Rock County	Patty Hansberry	Yes
Rock Valley Community Programs	Travis Schueler	Yes
Rock-Walworth Comprehensive Family Services	Donna Goldsmith	Yes
School District of Beloit	Janelle Marotz	Yes
School District of Beloit	Stacy Nemetz	Yes
School District of Beloit	Robin Stuht	Yes
Stateline Womens Foundation	Sandra Kincaid	Yes
Stateline Womens Foundation	Marline Holmes	Yes
Duffy Community Partnerships	Carol Wickersham	Yes
RSVP	Robert Harlow	Yes
N/A	Mary Hallock	No
AARP	Rob Wilkinson	No
Beloit Housing Authority	Clint Cole	No
Beloit Housing Authority	Cathy Pollard	No
Blackhawk Tech	Cristina Parente	No
Caritas	Donna Ambrose	No
Children's Service Society of Wisconsin	Nancy Brooks	No
Community Action	Lynn Jones	No
Community Action	Lisa Furseth	No
Community Action	Marc Perry	No
Community and Housing Services	Teri Downing	No
Council of Aging – Rock County	Joyce Lubben	No
Early Headstart	Chelsea Miller	No
Family Services of Southern Wisconsin & Northern Illinois	John Pfeiderer	No
Grinnell Senior Center	Paula Schutt	No
Early Headstart	Connie Robers	No
Healthy Families America	Gretchen Dypold	No
King Consulting Services	Tammie King	No
Latino Service Providers Coalition	Linda Ward	No
Lifecourse Initiative	Lisa Jackson	No
NeighborWorks Blackhawk Region	Dina Knibs	No
New Covenant Church	Pastor Kenda Roman	No
Project 16	Tammy de Garmo	No
Rock County Board Supervisor	Steve Howland	No
Salvation Army	Tina Wold	No

**RESOLUTION**  
**AUTHORIZING THE APPLICATION AND BORROWING OF UP TO \$200,000 FROM**  
**THE STATE OF WISCONSIN BOARD OF COMMISSIONERS OF PUBLIC LANDS**  
**STATE TRUST FUND LOAN PROGRAM FOR PROJECTS CONTAINED IN THE 2015**  
**CAPITAL IMPROVEMENT BUDGET**

**WHEREAS**, part of the financing plan for the 2015 Capital Improvement Budget, the Common Council of the City of Beloit authorizes the City Manager to apply to the Board of Commissioners of Public Lands through its State Trust Fund Loan Program for a loan not to exceed \$200,000 for projects contained in the 2015 Capital Improvement Budget for property acquisition and demolition; and,

**WHEREAS**, by the provisions of Section 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed; and,

**WHEREAS**, by the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes.

**THEREFORE, BE IT RESOLVED**, that the City of Beloit, in the County of Rock, Wisconsin, is authorized to make application and borrow from the Trust Funds of the State of Wisconsin the sum of \$200,000 for the purpose of financing property acquisition and demolition contained in the 2015 Capital Improvement Budget and for no other purpose.

**BE IT FURTHER RESOLVED**, that said loan will be payable within ten (10) years in annual installments with interest thereon at the rate of 3.25 percent per annum from the date of making the loan to the 15<sup>th</sup> day of March next and thereafter annually as provided by law.

**BE IT FURTHER RESOLVED**, that there shall be raised and there is levied upon all taxable property both real and personal within the City of Beloit in the County of Rock, Wisconsin, a direct annual tax sufficient in the amount and for the purpose to pay the principal and interest on the loan as payments become due.

**BE IT FURTHER RESOLVED**, that no money obtained by the City of Beloit by such loan from the State be applied or paid out for any purpose except financing property acquisition and demolition projects without the consent of the Board of Commissioners of Public Lands of Wisconsin.

**BE IT FURTHER RESOLVED**, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the City Manager and City Clerk of the City of Beloit in the County of Rock, Wisconsin, are authorized and empowered, in the name of the City to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission for any sum of money that may be loaned to the City pursuant to this resolution. The City Manager and City Clerk of the City will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

**BE IT FURTHER RESOLVED**, that this preamble and these resolutions and the aye and nay vote by which they were adopted, be recorded, and that the City Clerk of the City forward this certified record, along with the application for the loan to the Board of Commissioners of Public Lands of Wisconsin.

Dated at Beloit, Wisconsin, this 19th day of October 2015.

---

Charles M. Haynes,  
President of the Council

ATTEST:

---

Lorena Rae Stottler,  
City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---



**Topic:** Approving the Application and Borrowing for a State Trust Fund Loan in an amount not to exceed \$200,000 for property acquisition and demolition projects in the 2015 Capital Improvement Budget.

**Date:** October 19, 2015

**Presenter(s):** Eric R. Miller, Finance, and Administrative Services Director

**Department(s):** Finance and Administrative Services

---

**Overview/Background Information:** As part of the financing plan for the 2015 Capital Improvement Budget, the property acquisition and demolition project was identified for funding through a loan from the Board of Commissioners of Public Lands State Trust Fund Loan Program. The loan would be in an amount not to exceed \$200,000.

---

**Key Issues (maximum of 5):**

1. To complete the project contained in the 2015 Capital Improvement Budget a State Trust Fund Loan is required.
  2. A State Trust Fund Loan in an amount not to exceed \$200,000 will provide this funding.
  3. The loan will be for a term of 10 years at the current rate of 3.25%.
  4. Payments will begin on March 15, 2016.
- 

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

This loan will satisfy four of the five key goals contained in the city's Strategic Plan.

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.
  2. Continue competitive and sustainable economic development focused on workforce development, retention, and recruitment to fully serve the business and entrepreneurial community resulting in private investment and job creation.
  3. Proactively partner with individuals and businesses to promote a safe and healthy community, minimize personal injury, prevent loss of life and protect property and natural resources.
  4. Apply sound, sustainable practices to promote a high quality community through historic preservation, community revitalization and 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 N/A
  - Reduce dependence on chemicals and other manufacturing substances that accumulate in nature N/A
  - Reduce dependence on activities that harm life sustaining eco-systems N/A
  - Meet the hierarchy of present and future human needs fairly and efficiently N/A
- 

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

---

**Action required/Recommendation:**

Staff recommends Council adoption of the Resolution authorizing a State Trust Fund Loan in an amount not to exceed \$200,000 for the 2015 Capital Improvement Budget.

---

**Fiscal Note/Budget Impact:** The loan was programmed in the 2015 Capital Budget.

---

**FINAL RESOLUTION AUTHORIZING SANITARY SEWER SYSTEM IMPROVEMENTS  
AND LEVYING SPECIAL ASSESSMENTS AGAINST  
3155 PRAIRIE AVENUE, БЕLOIT, WISCONSIN**

**WHEREAS**, on September 21, 2015, the City Council approved a preliminary resolution declaring its intent to exercise special assessment powers and ordering the City Engineer to prepare a report with regard to Prairie Avenue, LLC's request for extension of sanitary sewer mains and laterals for the benefit of its property; and

**WHEREAS**, Prairie Avenue, LLC has signed a Waiver of Special Assessment Notices and Hearings under §66.0703(7)(b), Wis. Stats and accepts the report of the City Engineer on the proposed improvement of sanitary sewer mains and laterals in the right of way of Inman Parkway east of Prairie Avenue to serve parcel ID 2075-0010.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Beloit as follows:

1. That the report of the City Engineer pertaining to the construction of the above-described public improvements, including plans and specifications therefore, a copy of which is attached hereto and marked as Exhibit A and incorporated herein as if fully set forth, is hereby adopted and approved.
2. That the City Engineer has advertised for bids and will carry out the work of such improvements in accordance with the report of the City Engineer.
3. That payment for said improvements be made by assessing the entire cost to the parcel benefited as indicated in said report.
4. That Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis and are hereby confirmed.
5. Assessments for all projects included in the report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
6. Assessments shall be due within 30 days of the billing date. Assessments may be paid in cash or in ten (10) annual installments to the City Treasurer. Installments shall be placed on the next tax roll after the due date for collection and shall bear the interest rate of 5.25% per annum on the unpaid balance from the due date. Installments or assessments not paid when due shall bear additional interest on the amount due at the rate of one percent (1%) per month or at the rate of interest for delinquent unpaid real estate taxes, whichever is higher.

Assessments levied for public improvements entered on the tax roll by election of the concerned parcel owner(s) shall be collected in full on or before the last day of January.

7. The City Clerk is directed to publish this resolution in the official newspaper of the City as a class 1 notice.
8. The Clerk is further directed to mail a copy of this resolution to every parcel owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

Adopted this 19<sup>th</sup> day of October, 2015.

---

**Charles M. Haynes, President**

**Attest:**

---

**Lorena Rae Stottler, City Clerk**

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

---



**Topic:** Final Resolution of Special Assessment for sanitary sewer on Inman Parkway

**Date:** October 19, 2015

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

**Department(s):** Public Works/ Engineering

---

**Overview/Background Information:**

This project will extend an 8" sanitary sewer along Inman Parkway starting approximately 500' east of Prairie Avenue continuing east for 664'. The extension will serve 3155 Prairie Avenue.

---

**Key Issues (maximum of 5):**

1. Council approved the preliminary resolution of special assessment for this project on September 21, 2015.
2. City of Beloit Engineering staff prepared plans and estimates as directed in the preliminary resolution of special assessment.
3. James Hamilton of Prairie Avenue, LLC signed a waiver of special assessment notices and hearings required by §66.0703, Stats
4. The estimated costs are in the schedule B.
5. The final amount assessed to the property will be the lesser of: the actual cost of the improvements, or the estimated amount as stated in the final resolution. The actual cost of construction will be known only after the project is completed to the satisfaction of the engineer

---

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

1. **Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.**

This project will enhance the quality of life in Beloit by providing for the safe disposal and treatment of sanitary wastes from this parcel.

---

**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**  
Proper sewer disposal is achieved by extending sanitary sewer to the parcel and having the waste treated by the City's treatment plant prevents ground water contamination.
- **Meet the hierarchy of present and future human needs fairly and efficiently**  
The cost of the sanitary sewer extension will be paid for by the benefitting property owner.

---

**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 approval of the final resolution of special assessment.

---

**Fiscal Note/Budget Impact:**

This project will be funded through special assessment in the 2015 CIP.

**REPORT OF THE CITY ENGINEER ON PROPOSED  
SANITARY SEWER IMPROVEMENTS AND ASSESSMENTS FOR  
INMAN PARKWAY**

In accordance with the preliminary resolution of the City Council dated September 21, 2015, I herewith submit my report on the assessment of benefits and damages for improvements to be made in the streets or portions of streets listed in Schedule B of this report.

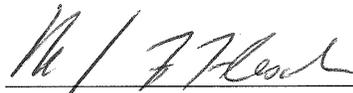
This report consists of the following schedules attached hereto:

Schedule A – Preliminary plans and specifications.

Schedule B – Estimate of cost of proposed improvements.

Schedule C – Estimate of benefits and damages and net benefits and damages to each parcel of property affected. Such estimate has been made from a view of each parcel.

Respectfully submitted,



---

Michael F. Flesch, P.E.  
City Engineer

## **SCHEDULE A**

The project consists of the installation of sanitary sewer in the north right of way of Inman Parkway to serve Parcel ID 2075-0010. All work shall be done per applicable sections of the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2003 Edition, and Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth edition.

The sewer extension will provide sewer service to one property within city limits.

The property owner of property has requested the sewer be constructed to serve their property. The requested improvement includes sanitary sewer and sewer service lateral.

## **SCHEDULE B**

The bid cost of sanitary sewer in the following described assessment district in accordance with the plans and specifications is \$52,636.00.

This cost includes construction, construction contingency of approximately 15%, design engineering, construction engineering and inspection, contract oversight and administration, and legal fees, and is determined as follows:

<u>DESCRIPTION</u>	<u>COST</u>
Sanitary Sewer construction costs	\$ 52,636.00
Construction contingency	\$ 7,364.00
Design engineering	\$ 4,200.00
Construction engineering and inspection	\$ 2,100.00
Construction administration and legal	<u>\$ 2,100.00</u>
<b>TOTAL COST</b>	<b>\$ 68,400.00</b>



WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARINGS UNDER §66.0703(7)(b), WIS. STATS.

Re: Prairie Avenue, LLC  
James C. Hamilton, Registered Agent  
2278 Riverside Drive  
Beloit, WI 53512

Subject Parcel: 3155 Prairie Avenue

Tax Parcel Number: 2075-0010

In consideration of the construction by the City of Beloit, Wisconsin, of the following proposed public improvement, the undersigned, hereby admits that this improvement will benefit my property located in the City of Beloit and consent to the work being done, and waive proceedings to levy of special assessments for the costs of this improvement against my property under §66.0703, Wis. Stats.

*The proposed improvement is known generally as the installation of sanitary sewer and service lateral which serve the property at 3155 Prairie Avenue, Beloit Wisconsin (Inman Parkway east of Prairie Avenue), and includes, without limitation, all planning, design, and construction, and all materials, labor and equipment to do so. See attached map of parcel number 2075-0010 which is incorporated herein and marked as Exhibit A.*

In accordance with §66.0703(7)(b), Wis. Stats., the undersigned hereby waives all special assessment notices and hearings required by §66.0703, Stats., and further agrees and admits that the property receives a benefit from the construction of this improvement which is equal to or greater than the total cost of the improvement.

Dated this 7<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
Prairie Avenue, LLC, by its  
JAMES C. HAMILTON  
Print Name

STATE OF WISCONSIN )  
                                  ) ss  
COUNTY OF ROCK    )

Personally came before me this 7<sup>th</sup> day of October, 2015, the above-named James C. Hamilton known to be the person who executed the foregoing instrument and acknowledged the same.

  
Notary Public, State of Wisconsin  
My Commission is permanent or expires: 9/25/2016

**RESOLUTION  
AWARDING PUBLIC WORKS CONTRACT C15-24  
Inman Sewer Extension**

**WHEREAS**, on October 8, 2015, five competitive bids were received, the low bid being from G.M.S Excavators, and;

**WHEREAS**, G.M.S Excavators is a qualified bidder, therefore;

**IT IS RESOLVED**, that Contract C15-24, Inman Sewer Extension, be, and hereby is, awarded to G.M.S Excavators, Edgerton, WI, in the following amounts:

G.M.S Excavators  
10248 N County Road F  
Edgerton, WI 53534

Base Bid	\$ 52,636.00
Allowance for Change Orders and/or Extra Work	<u>\$ 7,364.00</u>
<b>TOTAL PROJECT COST</b>	<b>\$ 60,000.00</b>

**AND IT IS FURTHER RESOLVED**, that the amount of \$60,000.00, be, and hereby is, funded as follows:

<b>P2902188-5514-2015</b>	<b>Special Assessment Project</b>	\$60,000.00
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<b>TOTAL</b>	<b>\$60,000.00</b>
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Dated at Beloit, Wisconsin this 19th day of October, 2015.

City Council of the City of Beloit

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Charles M. Haynes, President

ATTEST:

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Lorena Rae Stottler, City Clerk

# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Award of Public Works Contract C15-24, Inman Sewer Extension

**Date:** October 19, 2015

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

**Department(s):** Public Works/ Engineering

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**Overview/Background Information:**

This project will extend an 8" sanitary sewer along Inman Parkway starting approximately 500' east of Prairie Avenue continuing east for 664'.

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**Key Issues (maximum of 5):**

1. Five bids were received for this project. The low bid of \$52,636.00 was from G.M.S Excavators and is 3.95% less than the engineer's estimate of \$54,800.00.
2. G.M.S Excavators is considered a responsible bidder for this project.
3. The costs for this project are as follows: \$52,636.00 for construction, \$ 7,364.00 for Change Orders or extra work, for a total of \$60,000.00.

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

1. **Develop a high quality community through the responsible stewardship and enhancement of City resources to further Beloit's resurgence as a gem of the Rock River Valley.**

This project will enhance the quality of life in Beloit by improving the availability of public sanitary sewer service.

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**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 sanitary sewer extension meets the present and future human needs by making public sewer available to additional properties.

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

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**Action required/Recommendation:**

The Engineering Division recommends awarding this Public Works Contract to G.M.S Excavators in the amount of \$52,636.00.

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**Fiscal Note/Budget Impact:**

Funds are available in the 2015 CIP.

**Tabulation of Bids  
Contract C15-24  
Inman Sewer Extension  
Bids Opened October 8, 10:00 AM**

				Engineer's Estimate		G.M.S Excavators Edgerton, WI	
Item No.	Bid Item Description	Quantity	Unit	Price	Extended	Price	Extended
1	8" Diameter PVC Sanitary Sewer	664	Lin. Ft.	\$50.00	\$33,200.00	\$49.00	\$32,536.00
2	48" Precast Sanitary Manhole w/ Casting	3	Each	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00
3	Seed Lawn Restoration w/ Topsoil, Fertilizer, and Water	1,800	SY	\$7.00	\$12,600.00	\$7.00	\$12,600.00
<b>Total Proposal</b>				<b>\$54,800.00</b>		<b>\$52,636.00</b>	

**Tabulation of Bids  
Contract C15-24  
Inman Sewer Extension  
Bids Opened October 8, 10:00 AM**

				E & N Hughes Monroe, WI		Maddrell Excavating Monroe WI	
Item No.	Bid Item Description	Quantity	Unit	Price	Extended	Price	Extended
1	8" Diameter PVC Sanitary Sewer	664	Lin. Ft.	\$62.30	\$41,367.20	\$64.00	\$42,496.00
2	48" Precast Sanitary Manhole w/ Casting	3	Each	\$2,994.00	\$8,982.00	\$3,700.00	\$11,100.00
3	Seed Lawn Restoration w/ Topsoil, Fertilizer, and Water	1,800	SY	\$4.20	\$7,560.00	\$3.70	\$6,660.00
<b>Total Proposal</b>				<b>\$57,909.20</b>		<b>\$60,256.00</b>	

**Tabulation of Bids  
Contract C15-24  
Inman Sewer Extension  
Bids Opened October 8, 10:00 AM**

				Townsend Construction		C.C.I.	
				Darien, WI		Beloit, WI	
Item No.	Bid Item Description	Quantity	Unit	Price	Extended	Price	Extended
1	8" Diameter PVC Sanitary Sewer	664	Lin. Ft.	\$100.00	\$66,400.00	\$226.00	\$150,064.00
2	48" Precast Sanitary Manhole w/ Casting	3	Each	\$4,600.00	\$13,800.00	\$9,320.00	\$27,960.00
3	Seed Lawn Restoration w/ Topsoil, Fertilizer, and Water	1,800	SY	\$10.00	\$18,000.00	\$6.50	\$11,700.00
<b>Total Proposal</b>					<b>\$98,200.00</b>	<b>\$189,724.00</b>	

**2015**

**BELOIT, WISCONSIN**

**SPECIFICATIONS FOR**

*Inman Sewer Extension*

**CONTRACT C15-24**

**Approved by:**

**City Council**

**Beloit, Wisconsin**



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## ADVERTISEMENT FOR BIDS

### CONTRACT C15-24

#### Inman Sewer Extension

**OWNER:** The City of Beloit hereby gives notice that sealed bids will be received in the office of the City Engineer, Utilities and Engineering Facility, 2400 Springbrook Court, Beloit, Wisconsin 53511 for furnishing labor, materials, tools, and equipment necessary for C15-24, Inman Sewer Extension. The work for which bids are asked includes the following:

**APPROXIMATELY:** following: 670 LF – 8” sanitary sewer main, 3 manholes, AND MISCELLANEOUS ITEMS ASSOCIATED WITH ABOVE WORK.

**TIME:** Sealed bids will be received until **10:00 AM Local Time on the 8th day of October, 2015.** After the official bid closing time, the bids will be publicly opened and read aloud.

**BIDS:** All Bids shall be addressed to the City Engineer and shall be enclosed in a **SEALED ENVELOPE**, marked with the name and address of the Bidder, Project Title and the Contract Number for which the bid is being submitted. All bidders shall bid in accordance with, and shall bid upon the bid forms included in the Contract Documents.

**CONTRACT DOCUMENTS:** Complete digital project bidding documents are available at [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents for \$20 by inputting Quest project #4108863 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information. Paper bidding documents are no longer available.

**BIDDER'S PROOF OF RESPONSIBILITY QUESTIONNAIRE:** All Bidders must execute and file a Bidder's Proof of Responsibility Questionnaire no later than the close of business on Thursday, October 1 which is seven (7) calendar days prior to the bid opening. It is incumbent on the bidder to supply the required documentation in sufficient time to be evaluated before this deadline. Forms are available at the Utilities and Engineering Facility.

**LEGAL PROVISIONS:** The Contract letting shall be subject to the provisions of Section 62.15, 66.0901, and 66.0903 of the Wisconsin Statutes, as well as any other applicable sections thereof.

**WAGE RATES:** All employees working upon the project shall be paid by the Contractor in accordance with the rate of wage scale as determined by the Department of Workforce Development, and pursuant to Section 66.0903 of the Wisconsin Statutes and Section 3.11 (3) of the Code of General Ordinances of the City of Beloit.

**BID SECURITY:** A certified check or satisfactory Bid Bond payable to the City of Beloit in the amount of 5% of the Bid shall accompany each bid as a guarantee, that if the bid is accepted, the bidder will execute and file the Agreement, the Contract Performance Bond and Payment Bond, as required by the Contract Documents, within ten (10) days after the Notice of Award of

the Contract by the City of Beloit. Failure of the part of the Bidder to do so will result in forfeiture of the Bidder's certified check or Bid Bond to the City of Beloit as liquidated damages.

**CONTRACT SECURITY:** The Bidder to whom a Contract is awarded shall be required to furnish both a Performance Bond and a Payment Bond acceptable to the City of Beloit for 110% of the Contract Price for each of the above Bonds, in accordance with the requirement of the Contract Documents.

**BID REJECTION:** The City of Beloit reserves the right to reject any and all bids, waive any informalities in bidding, or to accept the bid or bids, which best serve the interests of the City of Beloit.

**BID WITHDRAWAL:** No bid shall be withdrawn for a period of sixty (60) days after the schedule opening of the bids without the consent of the City of Beloit.

**Date: September 23, 2015**

**CITY OF BELOIT**

**BY: Lorena Stottler**

**City Clerk**

**Published (1) September 23, 2015**

**Published (2) September 30, 2015**

## **INFORMATION FOR BIDDERS**

### **BIDDER'S PROOF OF RESPONSIBILITY QUESTIONNAIRE**

Each bidder must submit a Bidder's Proof of Responsibility Questionnaire to the City Engineer at least seven (7) calendar days prior to the opening of the bids. This questionnaire must be fully executed and filed as aforesaid or bid will not be considered.

### **PLANS AND SPECIFICATIONS DEPOSIT REFUND**

Complete digital project bidding documents are available at [www.ci.beloit.wi.us](http://www.ci.beloit.wi.us) or [www.questcdn.com](http://www.questcdn.com). You may download the digital plan documents for \$20 by inputting the Quest project number listed in the advertisement on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information. Paper Bidding Documents are no longer available.

### **OMISSIONS AND DISCREPANCIES**

Should a bidder find discrepancies in, or omissions from, the Drawings or Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Engineer, who may send a written instruction to all bidders.

### **CONTRACT DOCUMENTS**

Bidders must examine each of the Contract Documents listed in Article II of the Public Works Contract, must visit the location of the work and inform themselves of the conditions and make their own estimates of the facilities and difficulties attending the execution of the work and such other costs as insurance, bonding, and permits required by the contract. The following seven forms comprise a responsive proposal and must be completed and submitted prior to the official bid closing time.

### **BID FORM**

All proposals must be made upon the blank form of Proposal attached hereto. Bid prices are to be in figures, and in case of any conflict in the amounts, the unit price multiplied by the respective quantity shall govern.

### **BID BOND**

A certified check or satisfactory Bid Bond payable to the City of Beloit in the amount of 5% of the Bid shall accompany each bid as a guarantee, that if the bid is accepted, the bidder will execute and file the Agreement, the Contract Performance Bond and Payment Bond, as required by the Contract Documents, within ten (10) days after the Notice of Award of the Contract by the City of Beloit. Failure on the part of the Bidder to do so will result in forfeiture of the Bidder's certified check or Bid Bond to the City of Beloit as liquidated damages.

## **AFFIDAVIT AND STATEMENT ON PLANS AND SPECIFICATIONS**

The bidder shall incorporate and make a part of his proposal a sworn statement by himself, or if not an individual by one authorized, that he has examined and carefully prepared said proposal for the plans and specifications and has checked the same in detail before submitting said proposal or bid to the City.

## **LIST OF AGENTS OR SUBCONTRACTORS**

The bidder shall submit a list of the subcontractors he proposes to contract with, and the class of work to be performed by each, which list shall not be added to nor altered without the written consent of the City.

## **NON-COLLUSION BIDDING CERTIFICATE**

All bidders shall certify that the submitted proposal has been prepared as a competitive bid.

## **ADDENDUM**

All bidders shall sign and date any addendum which have been distributed as a part of this contract. The engineer will contact all plan holders on record for distribution of addendum.

## **DISCLOSURE OF OWNERSHIP**

The form supplied by the Department of Workforce Development shall be completed if applicable. If this form is not applicable to the bidder, the form should be marked "Not Applicable" and submitted with the bid.

## **BIDDING DOCUMENT CHECKLIST**

Prior to the opening of Bids, the following must be received by the City of Beloit:

- Bidder has an approved Bidder's Proof of Responsibility Questionnaire on file.

The following items must be present in the Bid Packet:

- Bid Bond Attached
- Affidavit and Statement on Plans & Specifications and Non-collusion Bidding Certificate completed
- List of Subcontractors included
- Buy American Certificate completed
- Addendum form (if applicable) has been included and signed or receipt acknowledged on the bid form
- Disclosure of Ownership Form completed or marked "not applicable" and signed
- Bid Form completed and signed

If all documents are in order, bid price may be read.

## **BUY AMERICAN REQUIREMENTS**

The Contractor acknowledges to and for the benefit of the City of Beloit (“Purchaser”) that it understands the goods and services under this Agreement requires all of the iron, steel and manufactured goods used in the project be produced in the United states (“Buy American Requirements”) including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements as may be requested by the Purchaser.



## **BUY AMERICAN REQUIREMENTS**

### **BIDDER'S CERTIFICATION**

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the provisions of the American Reinvestment and Recovery Act Section 1605, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of the U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.
3. Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
  - a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
  - b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
4. Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

---

Certification Signature

Date



**CALENDAR YEAR 2015  
BIDDER'S PROOF OF RESPONSIBILITY  
NOTICE TO ALL PROSPECTIVE  
BIDDERS  
ON CITY OF BELOIT PROJECTS**

The City of Beloit does not prohibit any Contractor from obtaining contract bidding documents nor any Contractors which have successfully completed (within the time limits specified below) the Bidder's Proof of Responsibility Questionnaire from bidding on any of its projects. In accordance with City Ordinance, the Council may approve contract for award to the lowest responsive and responsible bidder; however, the City has the right to reject any or all bids.

So that the City of Beloit may have sufficient information about your firm to form a basis for determining responsibility prior to the bid opening and in the event that your firm becomes the lowest bidder, the following shall be submitted:

- \* All Contractors interested in bidding on City of Beloit Public Works Contracts must submit a completed Bidder's Proof of Responsibility Questionnaire no later than the close of business seven (7) calendar days prior to the bid opening.
- \* It is incumbent on the bidder to supply the required documentation in sufficient time to be evaluated well before this deadline.
- \* Any Contractor who is not deemed responsible based on his or her performance or on documentation submitted to the City will be offered the opportunity for a hearing prior to the opening of bids to show why they should be deemed responsible and allowed to bid.

Bidder's Proof of Responsibility Questionnaires are available from the City of Beloit Engineering Division, 2400 Springbrook Court, Beloit, WI 53511, (608) 364-6690.

The City of Beloit will reject all bids from Contractors who have not properly completed and submitted in a timely fashion the Bidder's Proof of Responsibility Questionnaire and these bids will be returned unopened.

**ALL CONTRACTORS SHALL BE REQUIRED EACH CALENDAR YEAR TO SUBMIT AN  
UPDATED BIDDER'S PROOF OF RESPONSIBILITY QUESTIONNAIRE.**



**CITY OF BELOIT**  
**BIDDER'S PROOF OF RESPONSIBILITY QUESTIONNAIRE**  
**(CALENDAR YEAR 2015)**

The contents of this questionnaire will be considered confidential. If the City Engineer is not satisfied with the sufficiency of the answers to the following questions, he may at any time request additional information to be submitted. The City Engineer also retains the right to reject the bid or disregard same based on the information submitted.

1. Name of Bidder: \_\_\_\_\_
2. Bidder's Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_
3. Telephone No.: ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_ E-mail \_\_\_\_\_  
**E-mail address is a REQUIRED FIELD!!**
4. Where incorporated: \_\_\_\_\_
5. How many years have you been engaged in the contracting business under the present firm name? \_\_\_\_\_
6. Contracts on hand. Attach a list of present contracts, including a schedule as to estimated completion date and gross amount of each contract.
7. Classification of work performed by your firm in which you request consideration by the City as a Contractor based on your experience record:  
\_\_\_\_\_
8. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
If so, attach a statement showing where and why.
9. Have you ever defaulted on a contract? \_\_\_\_\_  
If so, attach a statement showing where and why.
10. Is your firm presently engaged in litigation with any municipality?  
If yes, submit description and state case number, style of case and court in which pending or in which judgment was entered. \_\_\_\_\_
11. Has your firm ever been assessed Liquidated Damages on any project?  
If yes, submit details. \_\_\_\_\_
12. Attach a list of comparable projects completed by your firm. Attach name, address, and telephone number of the person to contact with regard to the six (6) most recent projects completed.
13. Attach a list of your major equipment.
14. Attach a statement of background and experience of the principal members of your personnel including the officers.
15. Performance Bonding:
  - a) Total Aggregate Limit: \$ \_\_\_\_\_ Per Job Limit: \$ \_\_\_\_\_  
Balance Available for Job Being Bid: \$ \_\_\_\_\_
  - b) Bond Company: \_\_\_\_\_
16. Have you been cited in the last 5 years for safety violations by OSHA, DILHR, Insurance Companies or any other agency or group? YES \_\_\_\_\_ NO \_\_\_\_\_

**REQUIRED BID FORMS**

- 17. Furnish certified written evidence from insurance company of bidder's insurance coverage.
- 18. Furnish written evidence of credit available. (Preferably from banks)
- 19. Submit a copy of your most recent detailed financial statement submitted to a bank for credit, including assets and liabilities.

**PLEASE READ THE FOLLOWING STATEMENT AND ATTEST BY SIGNING BELOW:**

The undersigned hereby authorizes any person, firm or corporation to furnish information to the City of Beloit with regard to verification of the information contained herein or to obtain additional information as it may relate to information given herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn says that he/she is

(Name)

\_\_\_\_\_ of \_\_\_\_\_

(Title)

(Name of Organization)

and that the answers to the foregoing questions and all statements contained are true and correct.

Signed: \_\_\_\_\_

Subscribed and sworn to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_.

\_\_\_\_\_,

Notary Public

Commission Expires:

# BID FORM

**Contract C15-24  
Inman Sewer Extension  
BIDS DUE: 10:00 AM October 8, 2015**

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

Item	Description	Quantity	Unit	Price	Extended
1	Construction Staking	1	Each		
2	8" Diameter PVC Sanitary Sewer	664	Lin. Ft.		
3	48" Precast Sanitary Manhole	3	Each		
4	Seed Lawn Restoration w/ Topsoil, Fertilizer, and Water	1,200	SY		
<b>TOTAL PROPOSAL</b>					

Addenda Received \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_



**BID BOND**

Attached hereto, and made a part hereof, by reference, is the document entitled "Affidavit and Statement on Plans and Specifications" required by Section 66.0901 of the Wisconsin Statutes.

Accompanying this proposal is a \_\_\_\_\_ (Bid Bond or Certified Check) in the amount of \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$\_\_\_\_\_) being 5% of the bid amount as required by the advertisement for bids.

It is hereby expressly agreed that the City of Beloit has the right to reject any and all bids.

Bidders should not add any conditions or qualifying statements to this proposal or otherwise the proposal may be declared irregular as being not responsive to the advertisement.

I hereby certify that all statements herein are made on behalf of \_\_\_\_\_ (Name of Corporation, Partnership, or Person submitting bid); a corporation organized and existing under the laws of the State of \_\_\_\_\_; a partnership consisting of \_\_\_\_\_; as an individual trading as \_\_\_\_\_; of the City of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_

(Contractor Signature)

(Seal)



**AFFIDAVIT AND STATEMENT ON PLANS AND SPECIFICATIONS**

\_\_\_\_\_ being first duly sworn on oath deposes and says that he is \_\_\_\_\_(Capacity) for \_\_\_\_\_ and makes this statement on behalf of \_\_\_\_\_; that (Contractor) has examined and carefully prepared his bid from the Plans and Specifications and has checked the same in detail before submitting said proposal or bid to the City of Beloit, and that the products and processes used in the preparation of his proposal are available at competitive prices.

**NON-COLLUSION BIDDING CERTIFICATE**

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to his own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

\_\_\_\_\_

(Contractor Signature)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public, \_\_\_\_\_ County,

Wisconsin.

My Commission Expires \_\_\_\_\_.



**LIST OF AGENTS OR SUBCONTRACTORS**

That attached hereto, and made a part hereof, by reference is a list of the subcontractors \_\_\_\_\_ proposes to contract with, and the class of work to be performed by each, which list will not be added to nor altered without the written consent of the City Engineer.

**NAME OF SUBCONTRACTOR**

**CLASS OF WORK TO BE PERFORMED**

Name \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone # \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone # \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone # \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone # \_\_\_\_\_

(Attach additional pages if necessary)



## Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1)** On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any “other construction business,” which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2)** The term “other construction business” means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3)** This form must **ONLY** be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
  - (A)** The contractor, or a shareholder, officer or partner of the contractor:
    - (1) Owns at least a 25% interest in the “other construction business,” indicated below, on the date the contractor submits a bid or completes negotiations; or
    - (2) Has owned at least a 25% interest in the “other construction business” at any time within the preceding three (3) years.
  - (B)** The Wisconsin Department of Workforce Development (DWD) has determined that the “other construction business” has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

### Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

**I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.**

Print the Name of Authorized Officer			
Authorized Officer Signature	Date Signed		
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code

**If you have any questions call (608) 266-6861**



**PUBLIC WORKS CONTRACT**

**CONTRACT C15-24**

**Inman Sewer Extension**

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the **City of Beloit**, a Wisconsin municipal corporation, with its principal place of  
business at 100 State Street in the City of Beloit, Rock County, Wisconsin, hereinafter called the  
"City", and

\_\_\_\_\_  
(Name of person, corporation, partnership or other organization contracting with the City)

\*(an individual doing business as \_\_\_\_\_)

\*(a corporation organized and existing under the laws of the State of \_\_\_\_\_)

\*(a limited liability company organized and existing under the laws of the State of  
\_\_\_\_\_)

\*(a partnership consisting of the following partners  
)

with its principal place of business located at \_\_\_\_\_

in the City of \_\_\_\_\_, County of \_\_\_\_\_,

and State of \_\_\_\_\_, hereinafter called "**Contractor**".

The **Contractor** and the **City**, for the consideration stated herein, agree as follows:

\_\_\_\_\_

\*Strike if not applicable.

**ARTICLE I**  
**SCOPE OF WORK**

The **Contractor** shall provide all labor, services, materials, tools, equipment, utilities and transportation necessary for the performance of the work described in the plans and specifications furnished by the **City**. All work shall be performed and completed in a workmanlike manner and to the satisfaction of the Engineering Division of the City of Beloit or its duly appointed representative.

**ARTICLE II**  
**CONTRACT DOCUMENTS**

The Contract Documents attached herein shall consist of: this Public Works Contract; Change Orders; Addenda; Bid Forms and Proposals; Information for Bidders; Affidavit and Statement on Plans and Specifications, Non-collusion Bidding Certificate; List of Subcontractors; Bid Bond; Prevailing Wage Rate, if any; Performance Bond; Payment Bond; Drawing notes; Drawings; Detailed Specifications; Special Provisions; General Specifications; Advertisement for Bids; and documents incorporated by reference. In the event of conflicts or omissions among any of these documents, the order of precedence as listed above shall determine the governing conditions. Lower-ranking documents may clarify, but not draw exception to, higher-ranking documents.

**ARTICLE III**  
**COMMENCEMENT AND COMPLETION OF WORK**

The **Contractor** shall commence work under this Contract within ten (10) calendar days after receipt of written notice from the **City** to do so and will complete by 5:00 PM, Friday, December 4, 2015. Time is of the essence with respect to the date of commencement and the date of completion of the work. The regular working hours are between 7:00 AM and 5:00 PM, Monday through Friday. In the event the **Contractor** works outside the regular working hours on any weekday, or works anytime on Saturdays, Sundays, or holidays, during which time the Engineer, or anyone on his/her behalf, are required to be present, the **City** shall pay the cost for such overtime engineering services and shall deduct such cost from payments due **Contractor**. Overtime engineering services shall be charged at \$90 per hour for all

time worked outside the regular working hours on any single working day and for all hours on Saturday, and at \$120 per hour for all Sunday and holiday hours. If the amount due the **Contractor** is not sufficient to cover the cost of overtime engineering services, the **Contractor** shall reimburse the **City** in the amount necessary to cover such costs. Legal holidays include:

New Year's Day	Spring Holiday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

If the legal holiday falls on Saturday, all hours on the preceding Friday and/or the Saturday will be considered as holiday hours. If the legal holiday falls on Sunday, all hours worked on the following Monday will be considered as holiday hours.

#### **ARTICLE IV** **LIQUIDATED DAMAGES**

If the **Contractor** fails to complete the work within the time specified in Article III, the **Contractor** shall pay the **City**, as liquidated damages, the sum of **\$500 per day** for each and every day's delay. The **Contractor** shall not be responsible for liquidated damages if the delay is caused by civil disorder, strike, fire, flood, act of God or other cause not within the control of the **Contractor**, and which by the exercise of reasonable diligence the **Contractor** is unable to prevent, whether one of the causes enumerated herein, and the time for performance shall be extended by the period of delay occasioned by any such cause.

#### **ARTICLE V** **OBSERVATION CHARGES**

If the **Contractor** fails to perform the work within the time specified in Article III, the **Contractor** shall pay the **City** an observation fee of **\$60 per hour** during the delay that a **City** engineer is required to observe the work site. The amount of such fee will be deducted from the moneys that may be due the **Contractor** from the **City**.

**ARTICLE VI**  
**COMPLETION OF WORK BY THE CITY**

If the **Contractor** fails to complete the work in a timely or workmanlike manner, the **City** may give the **Contractor** a 3-day written notice to correct the deficiencies. If the **Contractor** fails to correct the deficiencies within the time prescribed by the notice, the **City** may complete the work and deduct the cost of the work from the payment due the **Contractor**. If the **City** employs another contractor to finish the work, the **City** may use any scaffolding or other materials on the premises belonging to the **Contractor** to complete the work.

**ARTICLE VII**  
**CONTRACT PRICE**

The **City** shall pay the **Contractor** for the performance of this Contract as follows:

**UNIT PRICE**: The contract price shall be computed on the basis of the quantities of unit items of work completed at unit prices bid for such items in the **Contractor's** Proposal, as full compensation for everything furnished and performed under this Contract.

If the amount of this Contract exceeds \$50,000, as indexed under Section 779.14(1s), Wis. Stats., the **Contractor** shall maintain, to the extent practicable, a list of all subcontractors and suppliers performing labor or furnishing materials under this Contract.

**ARTICLE VIII**  
**LIABILITY PROTECTION**

**A. INDEMNIFICATION**: The **Contractor** shall indemnify and hold the **City**, its officers, agents and employees harmless from any and all claims, including claims for damages to property, personal injury, consequential and incidental damages, loss of income or revenue, costs and expenses, including reasonable attorneys' fees, arising out of any acts or omissions of the **Contractor**, its employees, agents and subcontractors during the performance of this Contract.

**B. SAFETY RULES AND REGULATIONS:** The **Contractor** shall initiate, maintain and supervise all safety programs connected with the performance of this Contract. The **Contractor** shall also take reasonable safety precautions to prevent damage to property and injury to persons on or adjacent to the work site. The **Contractor** shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over the work site and the persons at the site. The **Contractor** shall pay all claims for property damage or personal injury caused by the **Contractor**, its employees, agents or subcontractors.

**C. INSURANCE:** The **Contractor** shall, at **Contractor's** expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin, with Best's ratings of no less than "A," in amounts and coverages not less than hereinafter set forth. All insurance companies and required endorsements shall be approved by the **City** prior to execution of this Contract. The **Contractor** shall also require all subcontractors to procure identical insurance coverages to those required of the **Contractor** herein.

1. **Commercial General Public Liability Insurance:** The **Contractor** shall procure a Commercial General Liability policy with the following standard limits:

General Aggregate Limit (other than Products/Completed Operations) ....	\$2,000,000
Products/Completed Operations Aggregate Limit .....	\$2,000,000
Personal & Advertising Injury Limit .....	\$1,000,000
Each Occurrence Limit .....	\$1,000,000
Fire Damage Limit/Any One Fire .....	N/A

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 **Contractor** employee upon another.

2. **Worker's Compensation and Employers' Liability Policy:** The **Contractor** shall provide a Worker's Compensation policy with Employers' Liability coverage from a carrier licensed in Wisconsin providing standard limits.

3. **Commercial Automobile Liability Insurance:** The **Contractor** shall provide Commercial Automobile Liability insurance covering all vehicles and equipment used by the **Contractor** in the performance of this Contract and all operators thereof in the amount of \$1,000,000. The policy should cover:

- (a) All owned, non-owned or hired vehicles.
- (b) Uninsured/Underinsured Motorist Liability coverage at full policy limits.
- (c) Cross-suits.
- (d) Bodily injury and property damage for the transportation of mobile equipment by a vehicle used by the **Contractor** in the performance of this Contract.
- (e) Coverage for injuries caused by fellow employees.
- (f) Contractual liability coverage for this Contract and related contracts, including subcontracts.

4. **Certificate of Insurance:** The **Contractor** shall provide the **City** with a certificate of insurance coverage required by this Contract. The certificate shall name the **City** as an additional insured and shall provide that the policies of insurance shall not be canceled or altered without thirty (30) days prior written notice to the **City**. Said duty to notify the **City** of cancellation or alteration must be provided without any qualification or limitation. Such certificates shall be kept current for the duration of this agreement or during any further period of time wherein the **Contractor** is under any duty of performance hereunder. The City shall be named as an additional insured on the general liability and automobile policies specified above and shall have the right to receive copies of all of the policies and endorsements thereto provided for herein

upon reasonable demand therefore during the term of this agreement and for one year after its expiration.

**ARTICLE IX**  
**WORK IN PROGRESS**

The **City** shall not be liable for any loss or damage that may happen to the **Contractor's** work, or any part thereof, prior to completion.

**ARTICLE X**  
**SAFETY PRECAUTIONS**

Should the performance of the work in any manner obstruct the streets or sidewalks, the **Contractor** shall put up and maintain barriers and lights to prevent accidents and be liable for all damages caused by the **Contractor's** failure so to do; and further, the **Contractor** shall be liable for all damages caused by the negligent digging up of streets, alleys, or public grounds, or which may result from the **Contractor's** carelessness in the prosecution of such work.

**ARTICLE XI**  
**MATERIALS ON SITE**

The **City** shall not be liable for any loss or damage to any materials stored on the work site for use in the **Contractor's** work. The **Contractor** shall not remove any materials from the work site without the written consent of the **City**.

**ARTICLE XII**  
**PAYMENT AND PERFORMANCE BOND**

The **Contractor** shall pay all claims for labor performed and materials furnished, used or consumed in the performance of this Contract, including, without limitation, because of specific enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline and other motor oil, lubricating oils and

greases, and the premiums for workmen's compensation insurance, the contributions for unemployment compensation and state imposed taxes.

The **Contractor** shall furnish a bond, the penalty of which shall not be less than 110% of the contract price, conditioned for the faithful performance of this Contract and the payment to every person entitled thereto of all the claims for labor performed, and materials furnished under this Contract, to be used or consumed in performing this Contract and as above specified, such bond to be approved by the City Attorney. No assignment, modification, or change of this Contract, or change in the work covered thereby, nor any extension of time for completion of this Contract, shall release the sureties on said bond.

### **ARTICLE XIII** **PROGRESS PAYMENTS**

A. As the work progresses under this Contract, the **City** shall grant to the **Contractor** payments in accordance with the General Specifications.

B. If the amount of this Contract exceeds \$10,000, but does not exceed \$100,000, the **City** may make direct payment to subcontractors or pay the **Contractor** with checks payable to both the **Contractor** and subcontractor.

C. The provisions of paragraph (B) of this Article do not apply to a contract for construction, improvement, extension, repair, replacement or removal of a transportation facility, as that term is defined in Section 84.185(1)(d), Wis. Stats; bikeway, as that term is defined in Section 84.60(1)(a), Wis. Stats.; bridge; parking lot or airport facility.

### **ARTICLE XIV** **WAGE RATES**

The **Contractor** shall pay its employees working under this Contract in accordance with any applicable wage rate scale. The **Contractor** shall also require its subcontractors to pay their employees working under this Contract in accordance with the applicable wage rate scale.

**ARTICLE XV**  
**NON-RESIDENT CONTRACTORS**

If the **Contractor** is not a resident of the State of Wisconsin, the **Contractor** shall file a surety bond with the Wisconsin Department of Taxation in accordance with Section 71.80(16), Wis. Stats. The **Contractor** shall provide the **City** with a copy of the surety bond, which bond shall become one of the Contract Documents.

**ARTICLE XVI**  
**NON-DISCRIMINATION**

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

**ARTICLE XVII**  
**AFFIRMATIVE ACTION**

The **Contractor** (has adopted) (agrees to adopt) an affirmative action plan to increase in **Contractor's** partners, associates and employees, the representation and number of under-represented groups which have been victims of employment discrimination in all of **Contractor's** departments, job classifications and salary categories. The **Contractor** agrees to include the same provision in its subcontracts and to require its subcontractors to include the same provision in their subcontracts. This provision is inserted herein in compliance with Section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of that ordinance.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the day and year first above written in \_\_\_\_\_ counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

**CONTRACTOR:**

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



If the **Contractor** is a Corporation, the following certificate shall be executed:

I, \_\_\_\_\_, certify that:

1. I am the Secretary of the Corporation named as **Contractor**.

2. \_\_\_\_\_, who signed this Contract on behalf of the Corporation, was then the \_\_\_\_\_ of said Corporation.

3. That the person who signed on behalf of the Corporation was authorized to do so by the corporate governing body or by the bylaws of the Corporation.

\_\_\_\_\_  
(Corporate Seal)

**CITY OF BELOIT:**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
Comptroller





**PERFORMANCE BOND**Date Bond Executed  
(same or later than contract date)

Bond Number

**Form 20****INSTRUCTIONS:** This form is authorized for use in connection with City of Beloit contracts. Any deviation from this form will require the written approval of the City Attorney's Office.

<b>PRINCIPAL</b> (Legal Name and business address)	TYPE OF ORGANIZATION: ("X" one)			
	<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation		<input type="checkbox"/> Other: _____
	STATE OF INCORPORATION			
<b>SURETY(IES)</b> (Name(s) and business address(es))	PENAL SUM OF BOND (110% OF BID AMOUNT)			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NUMBER	
	NATURE / DESCRIPTION / LOCATION OF WORK			

(Form 20A should be used for additional Sureties)**OBLIGATION**

We, the Principal and Surety(ies), are firmly bound to the City of Beloit (hereinafter "City") in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS**

The Principal has, by means of a written agreement (dated as indicated above), entered into a contract with the City for the above-described work in accordance with City plans and specifications, which Contract is by reference made a part hereof;

The condition of this obligation is such that if the Principal shall faithfully perform the work on his part, and shall fully indemnify and save harmless the City from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the City all outlay and expense which the City may incur in making good any default, and further, that if the Principal shall pay to every person entitled thereto of all the claims for labor performed and materials furnished under the contract to be used or consumed in making such public improvement or performing such public work as provided in the contracts, failing which such persons shall have a direct right of action against the Principal, and Surety under this right of action against the Principal and Surety under this Obligation, subject to the City's priority, then this Obligation, shall be null and void, otherwise it shall remain in full force and effect.

A claimant is one defined as having a claim for labor performed and materials furnished, used or consumed in making the public improvement of performing the public work, including, without limitation because of specific enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, premiums for workmen's compensation insurance and contributions for unemployment compensation. Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond later than one year after completion of work under the Contract Completion is agreed to mean final acceptance by the City. And provided, that any alterations or additions which may be made in the work to be done, or the giving by the City of any extensions of time for the performance of the work, or any other forbearance on the part of either the City or the Principal to the order shall not in any way release the Principal and the Surety(ies), or either or any of them, their heirs, executors, administrations, successors or assigns from their liability hereunder, notice to the Surety(ies) of any such alteration, extension or forbearance being hereby waived.

**WITNESS**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

<b>PRINCIPAL</b>	<b>SURETY</b>
Signature	Signature
Printed Name and Title	Printed Name and Title
<b>ATTEST</b>	<b>ATTEST</b>
Signature	Signature
Printed Name	Printed Name







<b>PERFORMANCE BOND ADDENDUM</b>	Date Bond Executed <small>(same or later than contract date)</small>	Bond Number	<b>Form 20A</b>
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**INSTRUCTIONS:** This form is authorized for use in connection with City of Beloit contracts when more than one Surety is utilized. Any deviation from this form will require the written approval of the City Attorney's Office. This form must be attached to Form 20.

PRINCIPAL (Legal Name and business address)	CONTRACT DATE	CONTRACT NUMBER
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**WITNESS**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

<b>SURETY B</b>	Name and Business Address
	Signature
	Printed Name and Title
	<b>ATTEST</b>
	Signature
	Printed Name
<b>SURETY C</b>	Name and Business Address
	Signature
	Printed Name and Title
	<b>ATTEST</b>
	Signature
	Printed Name
<b>SURETY D</b>	Name and Business Address
	Signature
	Printed Name and Title
	<b>ATTEST</b>
	Signature
	Printed Name
<b>SURETY E</b>	Name and Business Address
	Signature
	Printed Name and Title
	<b>ATTEST</b>
	Signature
	Printed Name





<b>PAYMENT BOND ADDENDUM</b>	Date Bond Executed <small>(same or later than contract date)</small>	Bond Number	<b>Form 21A</b>
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**INSTRUCTIONS:** This form is authorized for use in connection with City of Beloit contracts when more than one Surety is utilized. Any deviation from this form will require the written approval of the City Attorney's Office. This form must be attached to Form 21.

<b>PRINCIPAL</b> (Legal Name and business address)	CONTRACT DATE	CONTRACT NUMBER
--	---------------	-----------------

**WITNESS**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

<b>SURETY B</b>	Name and Business Address
	Signature
	Printed Name and Title
	<b>ATTEST</b>
	Signature
	Printed Name
<b>SURETY C</b>	Name and Business Address
	Signature
	Printed Name and Title
	<b>ATTEST</b>
	Signature
	Printed Name
<b>SURETY D</b>	Name and Business Address
	Signature
	Printed Name and Title
	<b>ATTEST</b>
	Signature
	Printed Name
<b>SURETY E</b>	Name and Business Address
	Signature
	Printed Name and Title
	<b>ATTEST</b>
	Signature
	Printed Name

## GENERAL SPECIFICATIONS

### SECTION I INTERPRETATION OF PHRASES

1. **City** - Whenever the word "City" is used, it shall mean the City of Beloit, acting through its City Manager, or his/her duly authorized representatives, including the Engineer.
2. **Consulting Engineer** - Whenever the word "Consulting Engineer" is used, it shall mean that engineering firm retained by the City of Beloit and to act on behalf of the City of Beloit in the supervision of construction of the work herein specified.
3. **Contractor** - Whenever the word "Contractor" is used, it shall mean any contractor, or firm of contractors, or any member of a firm of contractors or any corporation undertaking a contract of the work herein specified.
4. **Engineer** - Whenever the word "Engineer" is used, it shall mean City Engineer of the City of Beloit, or the Engineer in charge of the work herein specified.
5. **Highway Specifications** - The State of Wisconsin, Department of Transportation "Standard Specifications for Highway and Structure Construction," 2006 Edition, all "Supplemental Specifications," and all "Interim Supplemental Specifications" shall govern all non-utility work and storm sewer work performed on this project. All references to the "Department" or "State" (The "Department" of Transportation of the "State" of Wisconsin) shall be interpreted to mean the Owner, the City of Beloit.
6. **Plans** - All drawings, reproductions and revisions thereof pertaining to all the work covered by this Contract.
7. **Project Representative** - Whenever the word "Project Representative" is used, it shall mean the duly authorized representative of the City Engineer and may be either an employee of the City of Beloit or of the Consulting Engineer.
8. **Utility Specifications** - The "Standard Specifications for Sewer and Water Construction in Wisconsin," Sixth Edition, December 22, 2003, shall govern all utility work performed on this project, excluding storm sewer.

**SECTION II**  
**ENGINEER'S DECISION FINAL**

Should any dispute arise between the Contractor and the Engineer, as to the meaning of the plans or specifications at any point, or as to the manner of execution of the work, or the quality of the work executed, the decision of the Engineer when approved by the City shall be final and conclusive.

**SECTION III**  
**SUITABLE METHODS AND EQUIPMENT TO BE USED**

The Contractor shall use such methods and equipment for the performance of all operations connected with the work under this Contract as will assure a satisfactory quality of work and rate of progress.

**SECTION IV**  
**PLANS AND SPECIFICATIONS AT PROJECT SITE**

The Contractor shall have a complete set of plans and specifications at the project site at all times. Specifications include:

- Project manual including Special Provisions;
- "Standard Specifications," if applicable;
- "State Specifications";
- Other documents pertaining to the project.

**SECTION V**  
**ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement on any patent rights or other claims involving intellectual property rights and save the City harmless from loss on account thereof.

**SECTION VI**  
**SUSPENSION OF WORK**

The City Engineer may, from time to time, suspend the work at certain places or altogether, if, in the City Engineer's opinion, public need requires it, but the City Engineer shall not have the right to stop work altogether for more than one week at any one time. In case of any suspension, whether ordered by the City Engineer or due to inclement weather, the Contractor shall not have any claim for damages on account of such delay, but time for the completion of the work shall be extended by as many days as the work shall have been suspended. In all cases, days shall be calendar days and not working days.

**SECTION VII**  
**UNNECESSARY DELAYS**

If at any time the City shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, the City shall notify the Contractor in writing to that effect. If the Contractor should not, within twenty (20) days thereafter, take such measures that shall in the judgment

of the City insure the satisfactory completion and timely of the work, the City may then notify the Contractor to discontinue all work under this Contract; and it is hereby agreed that the Contractor shall immediately respect such notice, stop work and cease any rights in the possession of the ground.

### **SECTION VIII** **DISCONTINUANCE OF THE WORK**

Upon any such discontinuance under Section VII above, the City shall have the power to place such and so many persons as the City may deem advisable, by contract or otherwise, to work at and complete the work herein described; to use such materials and tools that the City may find upon the line of the work; to procure other materials for the completion of the same; and to charge the expense of such labor and materials to the Contractor. The expense so charged shall be deducted and paid out of such monies as may then be due, or may thereafter any time become due, to the Contractor, and such expense may also be collected from the Contractor's bondsman or surety as deemed appropriate by the City.

### **SECTION IX** **CONTRACT QUANTITIES**

The quantities listed in the Bid Form for the various items are an estimate of the work required to complete the project. The final quantities actually used in the completion of the work and measured at the time of construction shall determine the final payment quantities, except as specifically modified in the Special Provisions for a particular item.

### **SECTION X** **INCIDENTAL OR AJJOINING WORK**

All labor, equipment, materials, tools, connections to adjoining work, or other items necessary for the completion of work shown on the plans or described in the Special Provisions, but not specifically listed on the Bid Form, is considered incidental to other bid items.

### **SECTION XI** **PAYMENTS**

1. Progress Payments - The City shall make payments to the Contractor as provided herein as follows:

Once each month, the City Engineer shall grant to the Contractor an estimate of the amount and proportionate value of the work done, which shall entitle the Contractor to receive the amount thereof, less the retainage, from the proper fund. On all such contracts, the retainage shall be an amount equal to 5% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained, unless the architect or Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the Contractor. When the work has been substantially completed, except for work which

cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the Engineer are valid reasons for noncompletion, the City may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or in the alternative may pay out the entire amount retained and receive from the Contractor guarantees in the form of a bond or other collateral sufficient to ensure completion of the job. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by the Contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in this Contract.

2. Final Payment - Final payment shall be due and owing after the final acceptance of the work; provided the work shall be completed and the contract fully performed.

Upon receipt of written notice by the Engineer that the work is ready for final acceptance, the City shall promptly make such acceptance, and the Engineer or Consulting Engineer shall thereupon issue a final certificate stating that the work has been completed and is accepted under the terms and conditions of this Contract, and that the entire balance is due and owing to the Contractor.

Before issuance of final payment, the Contractor shall submit evidence satisfactory to the City that all payrolls, materials bills, and other indebtedness connected with the work have been paid or otherwise satisfied.

3. Payments may be withheld on account of (1) defective work not remedied; (2) claims filed; (3) failure of the Contractor to make payments promptly to subcontractors for labor, materials, or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the work by the Contractor.
4. Final payment shall not be due until the Contractor has delivered to the City a complete and satisfactory release of all liens arising out of this Contract or satisfactory receipt in full covering all labor, materials and equipment for which a lien could be filed, or a surety bond satisfactory to the City indemnifying the City against any liens.
5. In case the work under any contract is defaulted or not completed within the time required, the City may take charge of or authorize the surety to take charge of the work and finish it at the expense of the Contractor and Contractor's sureties, and to apply the amounts retained from estimates to the completion of the work. In no case shall the amount retained be returned to the Contractor until this Contract is satisfactorily performed. The retained amounts shall be used in whole or in part to complete the work. Any amount remaining from the retained estimates after the completion of a contract shall be paid to the Contractor.

## **SECTION XII** **INJUNCTIONS**

If the Contractor is stopped from proceeding with any portion or all of the work by an injunction, then the time within which the Contractor is to finish the work shall be extended by as many days as the Contractor is stopped; provided, however, that if the Contractor be thus stopped more than three (3) months, the City shall have the right to annul said portion or all of this Contract; and in case said portion or all be so annulled, the Contractor shall be paid for the amount of work the Contractor has done upon that portion of this Contract so annulled on the basis of cost plus 10%, providing that not over 25% of this Contract is completed.

If the Contractor has completed more than 25% of this Contract, then the Contractor shall be paid for such work on the basis of unit costs as determined by Contractor's bid.

### **SECTION XIII ALTERATIONS**

The City may, when in the City's opinion it becomes necessary or desirable, make alterations and modifications in the specifications and plans for the work resulting in an increase or decrease in materials or labor; provided such changes do not substantially change the character of the project and do not exceed 15% of the contract. The price to be added or deducted as a result of such modifications shall be based on the unit prices submitted with the Contractor's proposal. Modifications not covered by the proposal shall be agreed upon in writing by letter or submitted by the Contractor prior to any work being started, and by Extra Work Order from the City signed by the City Engineer, and attached to this Contract.

It is expressly agreed and understood that such alterations or modifications shall not in any way violate or annul said Contract, and the Contractor hereby agrees not to claim or bring suit for any damage, whether for loss of profits or otherwise, on account of not being allowed to do such work or furnish materials for the same.

### **SECTION XIV CLAIMS MUST BE IN WRITING**

All claims for damages or for any other matter or thing for which the Contractor may consider the Contractor entitled to extra remuneration must be made in writing to the City within fourteen (14) days from the time the damages or other matters occur, or the cause for the same arises; and unless such claims are so presented, it shall be held that the Contractor has waived such claims and the Contractor shall not be entitled to claim or receive any pay for the same.

### **SECTION XV NO WAIVER OF RIGHTS**

Neither the observation by the Engineer or by any employees of the City nor any order, measurement or certificate of the Engineer, nor any order of the City for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Engineer or the said City, nor any extension of time, nor any possession taken by the said City or any of its employees shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City of Beloit, or any rights or damages herein provided; nor shall any waiver of any breach of this Contract be held as a waiver or any other or subsequent breach.

### **SECTION XVI SUBLETTING**

None of the work under this Contract shall be assigned or sublet without the written permission of the City, but if such permission is given, it shall not release the Contractor from liability for the faithful completion of any portion of the work under this Contract. The Contractor shall maintain, to the extent practicable, a list of all subcontractors and suppliers performing labor or furnishing materials under this Contract.

**SECTION XVII**  
**UTILITY AND OBSTRUCTION CLEARANCES**

Arrangements shall be made by the Contractor with the City's Water Resources Division for the use of water.

It is hereby understood that it is the **CONTRACTOR'S RESPONSIBILITY TO CALL UTILITIES LISTED BELOW, PRIOR TO AND WHILE WORK IS IN PROGRESS TO OBTAIN UTILITY LOCATIONS AND UTILITY CLEARANCE WITHIN THE WORK LIMITS.**

**PROTECT LIFE AND PROPERTY CALL:**

Diggers Hotline for: Gas, Electric, Water, Telephone & Sewer .....	1-800-242-8511
Ameritech Telephone .....	608-755-5593
Water Resources for: Storm & Sanitary Sewer & Water .....	608-364-2888
Cable TV .....	1-800-581-0081
Rock County Communications Non-Emergency .....	608-757-2244
Beloit Transit Service .....	608-364-2870

The Contractor shall notify the City 18 hours prior to closing any street (phone 608-364-6690 - City Engineer) to traffic. The Contractor shall notify police, fire, and transit departments prior to closing any street to through traffic.

The Contractor shall provide access for garbage collection and mail delivery on those streets closed to through traffic by the Contractor's construction activities for the duration of the project.

**SECTION XVIII**  
**COOPERATION BY CONTRACTOR**

The Contractor shall work cooperatively and in good faith with other contractors and with utility and City employees and agents engaged in collateral work. The Contractor shall arrange Contractor's operations to prevent interference or damage to the work of others. In case of dispute, the decision of the Engineer shall be final and binding upon the parties affected.

**SECTION XIX**  
**CONDEMNED WORK**

Any materials or workmanship which does not meet the requirements of these specifications will not be recompensed, and must be removed from the work. Any work condemned by the City Engineer shall be immediately rebuilt, or the defect otherwise remedied as the City Engineer may direct. If the Contractor refuses or neglects to remedy such defect as ordered, then the said Engineer may cause such condemned portions to be removed, rebuilt or repaired at the expense of said Contractor. The Contractor shall be liable for any work not done according to specifications up to one year from the date of acceptance. If within one month after notice to do so by the City Engineer the Contractor has not corrected any such faulty work, then the City will repair such work and the cost shall be charged to the Contractor. Any otherwise acceptable work which must be removed in order to remedy the rejected work will also be considered rejected. All costs associated with the removal of rejected work will be at the contractor's expense.

**SECTION XX**  
**PAYMENT OR USE NOT AN ACCEPTANCE**

Neither monthly payments on nor use of any portion of the work under this Contract shall be considered as an acceptance thereof. The Contractor shall be responsible for the work constructed under this Contract until its final acceptance.

**SECTION XXI**  
**FINAL ACCEPTANCE**

The work under this Contract shall be considered accepted by the City when all the work, including cleaning up, etc., has been satisfactorily completed. The City shall prepare a letter of acceptance and the same shall be approved by the Common Council.

**SECTION XXII**  
**RESPONSIBILITY FOR AND PROTECTION OF FINISHED WORK**

The Contractor shall be held responsible for all the materials furnished and work performed under this Contract and shall protect the same from all loss or damage from any cause until the final acceptance thereof.

**SECTION XXIII**  
**TWENTY-FOUR HOURS NOTICE TO BE GIVEN ENGINEER**

The Contractor shall give twenty-four hours' notice when the services of the Engineer are required for laying out any portion of the work and the Engineer shall respond in a reasonable time, excepting weekends and holidays.

**SECTION XXIV**  
**PERMITS, LAWS AND REGULATIONS**

The Contractor shall take out, at Contractor's own expense, all necessary permits from the City or other public authorities and shall give all notices required by law or ordinance, and shall pay all fees and charges thereafter and shall comply with all laws, regulations and ordinances, local and state, relative to the prosecution and execution of this Contract.

**SECTION XXV**  
**PERSONNEL ON SITE**

The Contractor shall at all times have on the work site a competent person to whom notices, instructions and orders may be given. The name of such contract person shall be certified in writing by the Contractor to the City Engineer. If at any time personnel employed by the Contractor appears to the Engineer to be unfaithful or incompetent, or if such personnel uses abusive language to any City official, the Contractor shall, upon the demand of the Engineer, forthwith remove such personnel from the project, and no longer employ said personnel on any part of the work.

**SECTION XXVI**  
**SANITARY REGULATIONS**

Necessary sanitary conveniences for the use of the laborers on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as the Engineer may approve, and their use shall be strictly enforced. The collection in the same shall be removed when and where in the opinion of the Engineer it is advisable. The Contractor shall provide sufficient drinking water to Contractor's employees, but only from such sources as are approved by the Engineer. The Contractor shall obey and enforce such sanitary precautions against infectious disease as the Engineer may deem necessary. In case of any such disease occurring among Contractor's employees, Contractor shall arrange for the immediate removal of the patient from the project site and employee's isolation from all persons connected with the project.

**SECTION XXVII**  
**PUBLIC HAZARDS AND SITE SAFETY**

The Contractor shall implement and be solely responsible for all necessary site safety precautions. These include, but are not limited to, high visibility vests worn by workers in the roadway and advance notice signage. All applicable guidelines set forth by OSHA and MUTCD shall be followed.

All holes and excavations, which may be hazardous to the public, shall be filled or protected with barricades at the end of each day or whenever the Contractor is not actively working in the excavation. Access to all residences and businesses shall be maintained via gravel ramps through removal areas or such other means suitable to the Engineer. Roads shall be maintained in a safe condition throughout the duration of the project. The Contractor shall take all precautions necessary to safely warn the public of the probable increased danger to travel due to construction of the work. The driving surface shall be provided on old pavement, new pavement, old base stone or new base stone, but not on unprotected subgrade. The Engineer reserves the right to require the Contractor to take such other measures as necessary to insure the safety of the public during the course of work, and such safety measures shall not be deemed as a project alteration.

**SECTION XXVIII**  
**CLEANING OF WORK SITE**

The Contractor shall, at all times, keep the work site free from any improperly secured rubbish, tools, surplus or waste materials, etc. that have been deposited by Contractor's employees or subcontractors. The Engineer may cause to be removed materials which the Contractor has neglected or refused to remove and may deduct the cost thereof from payments due the Contractor.

**SECTION XXIX**  
**OBSERVATION**

No materials of any kind shall be used until they have been examined by the Engineer or some person authorized by the Engineer, who shall have full power to condemn any work or materials not in accordance with the Contract, and to require the Contractor to remove any work or materials so condemned, and at Contractor's own expense to replace such condemned work or materials to the satisfaction of the Engineer. The decision of the Engineer shall be final as to quality of workmanship and materials.

**SECTION XXX**  
**OBSERVERS**

The City shall appoint an observer whose duty shall be to observe all work and materials and to prevent any deviations from these specifications, and the Contractor will not thereby be relieved from Contractor's obligations to supervise the work and fulfill to the letter all terms of these specifications. If an observer should be negligent or absent, or should consent to the allowance of inferior work, the Contractor will not thereby be excused or relieved from repairing or removing faulty work or material at Contractor's own expense.

**SECTION XXXI**  
**DEFECTIVE MATERIALS OR WORKMANSHIP**

Any materials or workmanship which does not meet the requirements of these specifications will not be recompensed, and must be removed from the work. Any otherwise acceptable work which must be removed in order to remedy the rejected work will also be considered rejected. All costs associated with the removal of rejected work will be at the contractor's expense.

**SECTION XXXII**  
**WARRANTY AND MAINTENANCE BOND**

The Contractor shall warranty all work for the period of one (1) year from the date of final acceptance by the City of Beloit. The warranty shall cover all products, materials and workmanship for work performed under the Contract.



## **SPECIAL PROVISIONS**

### **EROSION CONTROL**

#### **General**

#### **Products and Materials**

Only erosion control products appearing on the Wisconsin Department of Transportation's Product Acceptability List (PAL) may be used on this project.

#### **Execution**

##### **EROSION CONTROL**

Erosion control items shown on the plans, required by the WDNR, or requested by the ENGINEER shall be installed prior to disturbing any soils within the project limits. All erosion control shall be installed according to Wisconsin Department of Natural Resources guidelines, and shall be inspected and repaired weekly, or immediately after a rainfall event.

##### **INLET PROTECTION DEVICES**

Whenever possible, a Type D Inlet Protection Device will be installed on all Storm Sewer Inlets or Catch Basins within 1 block downstream of the project limits. Type B or Type C Inlet Protection Devices may be used only with the ENGINEER'S approval.

Type A Inlet Protection Devices will be installed around ALL MANHOLES AND INLETS immediately after they are installed, and will be maintained in place until the structure has a frame and grate or lid installed. At that time, a Type D Inlet Protection Device will be installed in any Inlet or Catch Basin. Once the Frame and a closed lid is installed on a manhole, the Inlet Protection Device may be removed.

##### **DUST CONTROL**

Dust control shall be provided as required to prevent fugitive dust and as deemed necessary by the ENGINEER.

##### **TECHNICAL STANDARDS**

All erosion control practices and installations provided shall meet the requirements of the appropriate Wisconsin Department of Natural Resources Technical Standards, which are included in these SPECIAL PROVISIONS.

##### **INSPECTION AND MAINTENANCE**

Inspections of implemented erosion and sediment control best management practices must be performed weekly, within 24 hours after a precipitation event 0.5 inches or greater which results in runoff, or as deemed necessary by the ENGINEER.

Weekly written reports of all inspections conducted by or for the CONTRACTOR must be maintained throughout construction, and copies must be submitted to the CITY with each pay request.

## **SPECIAL PROVISIONS**

### **Measurement and Payment**

#### **GENERAL**

All measurement and payment shall be according to Section 628 of the HIGHWAY SPECIFICATIONS, unless herein modified. Payment for the various CONTRACT prices included in the Bid Form shall be full compensation for all labor, material, equipment, permits, taxes, royalties, or any other costs to provide a complete and operational installation.

Any work shown on the PLANS, or required by any applicable Wisconsin Department of Natural Resources Technical Standard to prevent eroded soils from being transported in any fashion beyond the project limits, which is not included as a separate bid item shall be incidental to the various other bid items and shall not be eligible for claims for extra compensation.

#### **INLET PROTECTION DEVICES**

For new manholes, or existing manholes that are within the project limits and will receive new castings, Type A Inlet Protection Devices will be paid for once per manhole. Re-installation of Type A Inlet Protection Devices on the same manhole for any reason will be considered maintenance.

For new inlets, or existing inlets that are within the project limits and will receive new castings, Type A Inlet Protection Devices will be paid for once per inlet. Re-installation of Type A Inlet Protection Devices on the same inlet for any reason will be considered maintenance and will not be paid for. Once the new casting is installed and a Type D (or B or C) Inlet Protection Device is installed, the Type D Inlet Protection Device will be paid for once per inlet. Re-installation of Type D (or B or C) Inlet Protection Devices on the same inlet for any reason will be considered maintenance.

#### **DUST CONTROL**

All dust control measures required to prevent fugitive dust and windborne erosion of soils which is not included as a separate bid item shall be incidental to the various other bid items and shall not be eligible for claims for extra compensation.

## **SPECIAL PROVISIONS**

### **SANITARY COLLECTION SYSTEM**

#### **General**

##### STANDARDS

The UTILITY SPECIFICATIONS shall govern all work related to the Beloit Wastewater Utility sanitary collection system and any appurtenances, except as modified by the CONTRACT, by detail drawings, or by these Sanitary Collection System SPECIAL PROVISIONS.

##### SUBMITTALS

Required submittals shall include a Manufacturer's Certificate of Compliance with all applicable standards and all required test reports for pipe, joints, fittings, and appurtenances.

#### **Products and Materials**

##### SANITARY SEWER PIPE

Sanitary Sewer gravity pipe shall be Polyvinyl Chloride (PVC) pipe meeting the requirements of Chapter 8.10.0 of the UTILITY SPECIFICATIONS.

Sanitary Sewer pressure mains shall meet the material requirements of the City of Beloit SPECIAL PROVISIONS.

Other pipe materials may be used only on a case by case basis with the specific written approval of the ENGINEER and the Beloit Wastewater Utility.

##### SANITARY SEWER PIPE JOINTS

All sanitary sewers shall have rubber gasket joints conforming to the requirements of Chapter 8.41.0 of the UTILITY SPECIFICATIONS.

##### SANITARY MANHOLES

Sanitary manholes shall be pre-cast reinforced concrete manholes meeting the requirements of Chapter 8.39.0 of the UTILITY SPECIFICATIONS. Manholes SHALL NOT be coated with coal-tar epoxy waterproofing.

Concrete block or brick manholes are not allowed on sanitary manholes without specific written approval of the ENGINEER and the Beloit Wastewater Utility.

All sanitary manholes shall have a pre-cast cone top section with a 3" vertical ring integrally cast with the cone. Flat slab top sections are not allowed on sanitary manholes unless approved by the ENGINEER.

All manhole barrel section joints shall be sealed with two (2) rows of butyl rubber rope seals.

Integrally cast-in-place or cored flexible watertight boots shall be installed on all pipe-to-manhole connections.

## **SPECIAL PROVISIONS**

### **MANHOLE ADJUSTING RINGS**

All manhole adjusting rings shall be concrete rings or expanded polypropylene Pro-Rings by Cretex.

### **SANITARY MANHOLE FRAMES AND LIDS**

All sanitary manhole frames shall be Neenah Foundry model R-1710 with type "B" solid lids.

Lids shall be solid, locking non-rocking lids with concealed pickholes and NO gaskets.

When a bolt down lid is indicated on the plans, it shall be a Neenah R-1916 frame with a Type F lid.

### **ELECTRONIC MARKERS**

Electronic markers, otherwise referred to as EMS markers, shall be the 3M™ ScotchMark™ 1404-XR Electronic Ball Marker, 3M™ ScotchMark™ 1253 Full Range Marker, or Tempo Model 162 Omni Marker for Wastewater Utilities, or approved equal. The electronic markers shall be designed for direct bury applications, shall operate at 121.6 kHz, and shall be colored A.P.W.A. green.

### **BEDDING, COVER, AND BACKFILL**

Bedding, foundation and cover material for sanitary sewers shall be 3/8-inch crushed stone chips meeting the requirements of Chapter 8.43.0, Table 32 of the UTILITY SPECIFICATIONS.

Backfill material shall be excavated material meeting the requirements of Chapter 8.43.5 of the UTILITY SPECIFICATIONS, except as shown on the plans or ordered by the ENGINEER. Where excavated material is unacceptable to the ENGINEER, granular backfill meeting the requirements of Chapter 8.43.4, Table 37 of the UTILITY SPECIFICATIONS shall be used.

## **Execution**

### **INSTALLATION OF SEWER MAINS**

Install sewer mains and casing pipe in accordance with Parts II and III of the UTILITY SPECIFICATIONS. Pipe shall be installed in accordance with the Compacted Trench Section (Class B bedding) shown in File No. 4 of the UTILITY SPECIFICATIONS.

All sewer service Wyes or Tees installed on the sewer main shall have an electronic marker installed directly above the Wye or Tee according to the detail drawings for this CONTRACT. The electronic marker shall meet the requirements set forth in these SPECIAL PROVISIONS.

### **INSTALLATION OF SEWER SERVICES**

Install sewer services in accordance with Part V of the UTILITY SPECIFICATIONS. A single service shall be installed from the main to the property line for each single building, or for each residential unit in duplex residential buildings.

## SPECIAL PROVISIONS

All sewer services shall be installed with an electronic marker placed directly above the Wye or Tee connection to the sewer main, and directly above the service pipe at the property line or connection point according to the detail drawings for this CONTRACT. The electronic markers shall meet the requirements set forth in these SPECIAL PROVISIONS.

### INSTALLATION OF ELECTRONIC MARKERS

All electronic markers shall be tested for proper function immediately prior to installation. Any markers not functioning shall be removed from the stockpile of available markers and clearly marked as non-functional in some easily identified manner.

When a ball type electronic marker is used, the marker shall be installed straight above the joint, fitting, tee, wye, or other location at a depth of no more than 5 feet.

When a full range type flat marker is used, the marker shall be installed straight above the joint, fitting, tee, wye, or other location at a depth of no more than 8 feet. The marker shall be carefully placed so it is oriented flat to maximize the signal at the surface.

### INSTALLATION WITHIN CASING PIPE

Install sewer main carrier within casing pipe in accordance with Chapter 4.13.0 of the UTILITY SPECIFICATIONS. The casing pipe shall be capped at each end with a 12-inch concrete plug and the void space shall be filled with slurry or blown sand.

### EXCAVATION

Excavation for sanitary sewers shall conform to the requirements of Chapter 3.2.0 of the UTILITY SPECIFICATIONS, except as modified in these SPECIAL PROVISIONS or on detail drawings or the on the plans.

### PIPE BEDDING AND BACKFILL

Pipe bedding and backfill shall meet the requirements of Chapter 3.2.6 of the UTILITY SPECIFICATIONS for a Class "B" compacted trench section.

Hand compaction of the crushed stone chips used for bedding and cover material is required to ensure the material has properly filled all the voids beneath the pipe haunches, and has seated properly.

### BACKFILLING

All trenches shall be backfilled using excavated material, unless shown otherwise on the plans or ordered by the ENGINEER. In the event excavated material is deemed unsuitable by the ENGINEER, Trench Backfill shall be used.

All structures shall be backfilled to subgrade using bedding and cover material, unless shown otherwise on the plans or ordered by the ENGINEER. **Excavated materials shall NOT be used adjacent to structures.**

Backfill shall be consolidated and tested according these SPECIAL PROVISIONS.

## SPECIAL PROVISIONS

### ADJUSTMENT OF MANHOLE FRAMES

All new or existing manholes shall be adjusted to match the final paved grades within +0-inch or -1/4-inch of the final pavement surface in all directions.

The adjustment shall include the removal of **all** existing concrete adjusting rings and any brick necessary to adjust the frames to the final proposed grades. A minimum of 6 inches is required between the top of the brick or precast concrete and the bottom of the frame for adjusting rings. All removals shall occur prior to final shaping and grading of the subgrade.

After removal of the old adjusting rings, all new and existing manholes will be plated to prevent materials from entering the structures or pipes. The CONTRACTOR shall immediately remove any materials accidentally entering any structure for the duration of the project. All structures shall remain plated until after the first layer of asphalt pavement is placed, or until after concrete paving.

When new or existing frames are to be adjusted on existing brick structures, a 2-inch thick concrete cap shall be installed on top of the brick to provide a solid level surface to place adjusting rings on. The concrete will be mounded up and the first adjusting ring will be set and tapped down into the concrete until the desired elevation is achieved. Any concrete spilling into the structure shall immediately be removed.

Final grades shall be established according to Section 611.3.3 of the HIGHWAY SPECIFICATIONS, except as follows: If the casting is not in the center of the street crown, it shall be tipped to match the proposed street cross slope. If the frame is higher than the adjacent pavement, on either of the two prescribed measurements, the frame shall be re-set to the correct plane and elevation. All other requirements of this section remain in force.

Frames shall be adjusted to the final grades, and shall be adjusted to match the final cross slope and longitudinal slope of the pavement by the use of a combination of flat and wedge shaped HDPE adjusting rings. One pair of wedge shaped rings shall be used to set the cross slope, and another set used to set the longitudinal slope of the frame. The remaining vertical adjustment shall be accomplished by the use of various thickness flat HDPE rings.

**In asphalt pavements**, final adjustment of all structures will be completed after the lower layers or layers of asphalt pavement is placed, but before the final layer of asphalt pavement is placed. The asphalt pavement will be saw cut and removed, the top of the structure will be exposed, the protective plate will be removed, and the adjusting rings and frame will be placed.

**In concrete pavements**, final adjustment of all structures will be completed after the concrete pavement is placed. The area around the structure will be formed and covered to prevent concrete from entering the formed area prior to paving. After paving is complete, the top of the structure will be exposed by removing the cover and forms, the protective plate will be removed, and the adjusting rings and frame will be placed.

## SPECIAL PROVISIONS

Adjustment castings that fit inside the existing casting will not be permitted on concrete streets, but may be used with the approval of the ENGINEER on asphalt streets.

### ADJUSTMENT SHIMS PROHIBITED

Frames are often observed temporarily supported on a variety of shims or wedges while the adjacent concrete pavement is being placed. This practice is prohibited. Frames must be set directly on the adjusting rings previously set to final grade, then filled around with concrete, asphalt or base aggregate, depending on the proposed pavement section.

### ADJUSTMENT GRADE

Section 611.3.3 is revised as follows: If the casting is not in the center of the street crown, it shall be tipped to match the proposed street crown slope. If the frame is higher than the adjacent pavement, on either of the two prescribed measurements, the frame shall be re-set to the correct plane and elevation at no additional cost. All other requirements of this section remain in force.

### STRUCTURE RECONSTRUCTION

Whenever an existing structure must be adjusted in grade by 13 inches or more, or when 13 inches or more of an existing structure is removed as shown on the PLANS or as directed by the ENGINEER, the work will be considered structure reconstruction, and not structure adjustment.

**On existing pre-cast concrete structures**, the cone or flat slab top section will be removed, the next successive barrel section will be removed and replaced with a new barrel section of the appropriate height, and the existing cone or flat slab top will be re-installed.

**On existing cast-in-place concrete structures**, the top portion of the structure will be sawn off and removed at an appropriate elevation, and a new pre-cast concrete barrel section, cone or flat slab top will be placed on the remaining structure. **Care must be taken to insure the saw cut is smooth and level.** The new pre-cast components will be affixed to the existing structure by at least two (2) rows of butyl rubber rope seals.

**On existing masonry structures**, the bricks or blocks will be removed to an appropriate elevation, and a mortar cap at least 2 inches thick will be constructed on top of the remaining masonry. The mortar cap must set at least one day before any further work is done. Once the mortar cap is set, a pre-cast cone or flat slab top section will be placed on top of the mortar cap. The new pre-cast components will be affixed to the existing structure by at least two (2) rows of butyl rubber rope seals.

### SEWER SERVICE LATERAL CONNECTIONS

All new sewer service laterals shall connect to the sanitary sewer mains with factory fabricated wyes. Tees shall not be used except when specifically approved by the Beloit Wastewater Utility.

## **SPECIAL PROVISIONS**

New sewer service lateral connections to existing sanitary sewers shall use existing tees or wyes whenever they are available. When none is available, the connection must be cored and a saddle wye must be used to complete the connection. The saddle wye must be sealed against infiltration by use of a gasket and/or a sealant material applied between the pipe and the saddle. Inserting the sewer service lateral pipe into the sewer main is not allowed. No part of the connection or service lateral piping may extend into the sewer main pipe.

All sewer service lateral connections must be visually observed by the PROJECT REPRESENTATIVE prior to being backfilled.

### **RISERS**

Risers on sanitary sewers shall not be constructed vertically. Risers shall be constructed at no more than 45 degrees from horizontal. The installation shall be according to detail drawings included with these CONTRACT Documents. Standard Detail Drawing Files 10A, 10B, 10C, 10D, and 10E of the UTILITY SPECIFICATIONS are NOT acceptable for construction within the City of Beloit.

### **DEBRIS IN MANHOLES**

The CONTRACTOR shall take precautions against allowing debris to fall into the sewer, and shall immediately remove any material that does. The CONTRACTOR shall be responsible for any costs incurred by the CITY for cleaning or unplugging of sewer mains caused by the CONTRACTOR'S debris. Covers of all underground structures shall be left free and clean of all foreign material. The CONTRACTOR shall remove the covers of all structures and appurtenances of the sewer system and remove any concrete or blacktop from between the frame and cover.

### **BARRICADES**

There shall be a barricade with a working flashing light over each manhole or inlet casting which projects above the surrounding driving surface during the course of the work.

## **Measurement and Payment**

### **GENERAL**

All measurement and payment shall be according to Chapter 2.9.0 of the UTILITY SPECIFICATIONS, unless herein modified. Payment for the various CONTRACT prices included in the Bid Form shall be full compensation for all labor, material, equipment, permits, taxes, royalties, or any other costs to provide a complete and operational installation.

Any work required to provide a complete and operational installation which is not included as a separate bid item shall be incidental to the various other bid items and shall not be eligible for claims for extra compensation.

## SPECIAL PROVISIONS

### ADJUSTMENT OF MANHOLE, CATCH BASIN, AND INLET FRAMES

Adjustment of **new frames** installed on **new structures** is incidental to the bid item for the new structure, and will not be paid for separately.

Where shown on the plans or ordered by the ENGINEER, adjustment of **new or existing frames** on **existing structures** will be paid for under the “adjust manhole or inlet” bid item.

Where shown on the plans or ordered by the ENGINEER, adjustment of new or existing frames on existing structures which meet the requirements for “manhole, catch basin or inlet reconstruction” will be paid for under those items.



## SPECIAL PROVISIONS

### RESTORATION AND VEGETATION

#### **General**

##### LOCATIONS AND LIMITS

Areas that are disturbed as part of this project, such as terraces, haul roads, stockpiles, equipment storage, etc., shall be raked clean of cobbles, roots, large lumps, and construction debris. The ground shall be raked smooth and to its original grade. All disturbed areas shall be restored with sod or seed as shown on the plans or directed by the ENGINEER within 10 calendar days after the completion of soil disturbing activities, or within 10 calendar days after notification to restore an area by the ENGINEER.

##### SEQUENCE OF WORK

The CONTRACTOR is strongly encouraged to schedule and complete restoration work prior to paving asphalt streets. This practice allows the restoration crews to work with less traffic on the street, and will avoid damage to the asphalt pavement from equipment.

##### APPLICABLE STANDARDS AND SPECIFICATIONS

*American Standard for Nursery Stock, ANSI Z60.1.* current edition. American Nursery and Landscape Association, 1000 Vermont Ave. NW, Suite 300, Washington, D.C.20005.

Index of Garden Plants: The New Royal Horticultural Society Dictionary. By Mark Griffith. 1994. Timber Press, Inc. Portland OR.

*American National Standard for Tree Care Operations, ANSI A300* -most current edition. International Society of Arboriculture, PO Box 3129, Champaign IL 61826-3129.

##### CERTIFICATION

All plant materials, shipments, and deliveries shall comply with state and federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or a copy thereof, for injurious insects, plant diseases, and other plant pests shall accompany each shipment or delivery of plant material. The certificate shall bear the name and address of the source of the stock.

#### **Products and Materials**

##### TOPSOIL

Wherever topsoil is called for on the plans or in the specifications, the topsoil shall meet the requirements of Section 625 of the HIGHWAY SPECIFICATIONS, and shall be acceptable to the ENGINEER.

## **SPECIAL PROVISIONS**

### **SALVAGED TOPSOIL**

Wherever salvaged topsoil is called for on the plans or in the specifications, the salvaged topsoil shall meet the requirements of Section 625 of the HIGHWAY SPECIFICATIONS, and shall be acceptable to the ENGINEER.

### **SCREENED TOPSOIL**

Wherever screened topsoil is called for on the plans or in the specifications, the screened topsoil shall consist of high quality organic soil free of clumps, pebbles, rocks, twigs, or other deleterious materials and, at the time of placement, 100% of the soil placed shall pass a No. 10 sieve.

### **SOD**

Sod used for SOD LAWN RESTORATION shall be a top grade of weed treated nursery sod meeting the requirements of Section 631.2.1 (5) of the HIGHWAY SPECIFICATIONS.

Sod used for SOD EROSION CONTROL RESTORATION shall be a good grade of weed treated field sod meeting the requirements of Section 631.2.1 (6) of the HIGHWAY SPECIFICATIONS.

### **SEED**

Seed used for SEED LAWN RESTORATION shall be a seed mixture meeting the requirements for seed mixture No. 40 in Section 630 of the HIGHWAY SPECIFICATIONS.

Seed used for SEED EROSION CONTROL RESTORATION shall be a seed mixture meeting the requirements for seed mixture No. 10 or No. 20 in Section 630 of the HIGHWAY SPECIFICATIONS.

Seed used for SEED FIELD RESTORATION shall be a seed mixture meeting the requirements for the borrow pit seed mixture in Section 630 of the HIGHWAY SPECIFICATIONS.

### **TREES AND PLANTS**

All trees planted shall meet the requirements of Section 632 of the HIGHWAY SPECIFICATIONS, unless otherwise revised in these SPECIAL PROVISIONS.

All trees planted within the Right of Way of the City of Beloit shall be of a variety approved by the ENGINEER. All trees planted shall be non-fruit bearing, and shall have a minimum size of 2-inch caliper for Ornamental and Evergreen trees, and 2-inch diameter breast height (DBH) for shade trees. Caliper measurements shall be taken on the trunk 6 inches (15 cm) above the root collar for trees up to 4 inches (10 cm) in caliper, and 12 inches (30 cm) above the root collar for trees over 4 inches (10 cm) in caliper. When specified, height and spread dimensions refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less

## SPECIAL PROVISIONS

than the minimum size, and no less than 50 percent of the plants shall be as large as the maximum size specified.

Trees with multiple leaders, unless specified, will not be accepted. Trees with a damaged, cut, or crooked leader, included bark, abrasion of bark, sunscald, disfiguring knots, insect damage, mold, prematurely opened buds, or cuts of limbs over 3/4 inch (2 cm) diameter that are not completely callused will not be accepted. Trees that meet measurements but do not possess a normal balance between height and spread will not be accepted.

All trees shall be labeled by size and scientific plant name as listed in the current edition of the American Standard for Nursery Stock. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.

All plant material shall conform to American Standard for Nursery Stock. Plants shall be true to species and variety specified and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least 2 years.

Balled and burlapped plants shall be dug with solid balls of standard size, the balls securely wrapped with non-synthetic, untreated, biodegradable burlap, and tightly bound with non-synthetic, biodegradable rope or twine. Alternatively they may be placed in wire basket lined with non-synthetic, untreated, biodegradable burlap and tightly bound with non-synthetic, biodegradable rope or twine. Root collar shall be apparent at surface of ball. Bare root plants shall have a healthy, well branched root system characteristic of the species and with adequate spread.

Containerized plants shall be well established in the container with a root system sufficiently developed to retain its shape and hold together when removed from the container. Plants shall not be pot bound, nor have kinked, circling, or bent roots. Root collar shall be apparent at surface of ball.

Substitutions of plant materials will not be permitted unless authorized in writing by the Purchaser. If proof is submitted, substantiated in writing, that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.

All plants shall be labeled by size and scientific plant name as listed in the current edition of Index of Garden Plants. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.

### MULCH

Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be 1/8 inch

## SPECIAL PROVISIONS

nominal thickness with at least 50 percent having an area of not less than 1 square inch and no piece having an area of more than 6 square inches.

### Execution

#### SOD LAWN RESTORATION

All disturbed areas receiving SOD LAWN RESTORATION as indicated on the plans or directed by the ENGINEER sod shall be restored according to Section 631 of the HIGHWAY SPECIFICATIONS.

The sod shall be laid over a minimum of 4 inches of fertilized screened topsoil. The CONTRACTOR shall water the fresh sod daily and will be responsible for its live condition for thirty days after placement. Watering is not necessary on any day that ¼-inch or more of rain falls.

Fertilizer shall be provided and placed according to Section 629 of the HIGHWAY SPECIFICATIONS, or as recommended by the sod supplier.

#### SOD EROSION CONTROL RESTORATION

All disturbed areas receiving SOD EROSION CONTROL RESTORATION as indicated on the plans or directed by the ENGINEER sod shall be restored according to Section 631 of the HIGHWAY SPECIFICATIONS.

The sod shall be laid over a minimum of 4 inches of fertilized topsoil. The CONTRACTOR shall water the fresh sod three times a week and will be responsible for its live condition for thirty days after placement. The watering requirement may be reduced by one day for every day that ¼-inch or more of rain falls, provided no more than 4 days pass without watering or rain.

Fertilizer shall be provided and placed according to Section 629 of the HIGHWAY SPECIFICATIONS, or as recommended by the sod supplier.

#### SEED LAWN RESTORATION

All disturbed areas receiving SEED LAWN RESTORATION as indicated on the plans or directed by the ENGINEER shall be placed according to Section 630 of the HIGHWAY SPECIFICATIONS except the rate shall be increased as described herein.

Seed sowing rates for areas receiving SEED LAWN RESTORATION shall be **6 pounds per 1000 square feet** of area.

The seed shall be laid over a minimum of 4 inches of fertilized screened topsoil. The CONTRACTOR shall water the fresh seed daily in sufficient quantity to maintain moisture in the top 1 inch of topsoil for a period of 30 days. Watering is not necessary on any day that ¼-inch or more of rain falls.

Fertilizer shall be provided and placed according to Section 629 of the HIGHWAY SPECIFICATIONS, or as recommended by the sod supplier.

Mulch shall be provided and placed according to Section 627 of the HIGHWAY SPECIFICATIONS.

## SPECIAL PROVISIONS

### SEED EROSION CONTROL RESTORATION

All disturbed areas receiving SEED EROSION CONTROL RESTORATION as indicated on the plans or directed by the ENGINEER shall be placed according to Section 630 of the HIGHWAY SPECIFICATIONS except the rate shall be increased as described herein.

Seed sowing rates for areas receiving SEED EROSION CONTROL RESTORATION shall be **6 pounds per 1000 square feet** of area.

The seed shall be laid over a minimum of 4 inches of fertilized topsoil or salvaged topsoil. The CONTRACTOR shall water the fresh seed three times a week in sufficient quantity to maintain moisture in the top 1 inch of topsoil for a period of 30 days. The watering requirement may be reduced by one day for every day that ¼-inch or more of rain falls, provided no more than 4 days pass without watering or rain.

Fertilizer shall be provided and placed according to Section 629 of the HIGHWAY SPECIFICATIONS, or as recommended by the sod supplier.

Mulch shall be provided and placed according to Section 627 of the HIGHWAY SPECIFICATIONS.

### SEED FIELD RESTORATION

All disturbed areas receiving SEED FIELD RESTORATION as indicated on the plans or directed by the ENGINEER shall be placed according to Section 630 of the HIGHWAY SPECIFICATIONS.

Seed sowing rates for areas receiving SEED FIELD RESTORATION shall be according to Section 630 of the HIGHWAY SPECIFICATIONS.

The seed shall be laid over existing soil scarified to a minimum depth of 2 inches. The CONTRACTOR is not required to water the seed.

Fertilizer shall be provided and placed according to Section 629 of the HIGHWAY SPECIFICATIONS, or as recommended by the sod supplier.

Mulch shall be provided and placed according to Section 627 of the HIGHWAY SPECIFICATIONS.

### TREES AND PLANTS

#### Digging and Planting

Trees or plants to be balled-and-burlapped shall be dug with firm, natural balls of earth of diameter not less than that recommended in the current edition of American Standard for Nursery Stock, and of sufficient depth to include fibrous and feeding roots. The root collar shall be within the top 2" of the soil ball.

Fresh dug material is given preference over plant material held in storage. Plant material held in storage will be rejected if excessive growth or dieback of branches has occurred in storage.

#### Transportation and Storage

## **SPECIAL PROVISIONS**

Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.

During transportation of plant material, the Contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the City Forester may reject the injured tree(s) and order them replaced at no additional cost to the Purchaser.

Plants must be protected at all times from sun or drying winds; Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil covered with wood chips or other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than 3 days after delivery without permission from the purchaser. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.

### **EXCAVATION**

The CITY will mark with paint all planting areas. The Contractor will notify Digger's Hotline to verify location of underground utilities before excavation begins. The Contractor shall be responsible for assuring that utility marking is complete before excavation begins. The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

The Contractor shall excavate planting areas as marked on site. Excavation may be done by shovel, backhoe or stump grinder. If a soil auger is to be used, sides of the hole shall be scarified to prevent glazing. The planting hole shall be 1.5 to 2 times the diameter of the soil ball.

The soil pad on which the soil ball or root ball will be placed shall be of undisturbed soil. The depth of the pad shall correspond to the distance from the bottom of the soil ball to the root collar, or slightly less. Glazed planting hole surfaces shall be sufficiently roughened prior to backfilling. (Note: The root collar is the area where the roots join the trunk. For most trees in native settings, the root collar is just below the soil surface, though it may be 1-5" lower for oak, hickory and pear. With bare root trees the root collar's location is obvious. With nursery grown B&B trees the root collar is rarely visible often being several inches below the surface of the soil ball. This depth can be determined by checking the depth in the nursery before the trees are harvested; or by using a wire and gently probing the ball to find the major roots; or by estimating, knowing that the roots will likely be about 4" below the swelling at the base of the trunk. This swelling is caused by either a graft union or cutting back of a rooted cutting.)

The Contractor shall notify the Purchaser, in writing, of soil conditions or other obstructions the Contractor considers detrimental to tree growth. Such conditions shall be described, as well as suggestions for correcting them. Proper water drainage must be assured.

## SPECIAL PROVISIONS

### PLANTING

Plants must be protected from excessive vibrations. Plants shall not be thrown or bounced off a truck or loader to the ground. Plants shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.

Plants shall be set with the top of the root collar at or slightly above finished grade. Plants must be centered in the hole and set plumb. Plants shall be set so that they will be at the same depth 1 year after planting. Distance tree is to be planted from edge of sidewalk or curb will be noted on planting list provided prior to start of work.

For plants in plastic, metal or biodegradable containers, the container shall be removed before planting. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface.

Remove all of ropes, strings, wire baskets, burlap, and other wrappings from B&B plants. After the plant has been set and one half of the backfilling completed to support the ball, ropes, strings, wire baskets, burlap, and other wrappings shall be removed from the top one-half of the ball. The balance of the wrappings may be left intact around the bottom half of the ball. If the root collar is deep in the ball, remove excess soil away from the trunk using hands, not tools.

Planting holes shall be backfilled with excavated soil. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Prevent puddled soil conditions by avoiding compaction once the soil is wet. If burlap and wrappings are not removed they must be covered with soil.

Planting areas shall be finish-graded to conform to drawings after full settlement has occurred.

All plants shall be mulched over the root system with a 3-4-inch layer of aged wood chips or bark immediately after planting. Mulching material shall be pulled back no less than 3" and no more than 6" from the trunk.

Plants shall be thoroughly watered immediately after planting.

#### Guying, Staking, Wrapping and Pruning

Only trees so designated shall be staked and guyed. Ties made of approved material shall be attached directly to the stakes or may be attached to stakes by wire. In no case shall the wire extend around the tree trunk. Ties should be attached loosely enough to allow a small amount of play in the trunk. For drooping stems, ties shall be placed at the point on the stem at which the top can stand up on its own. Stakes shall be driven outside the root ball.

Double leaders, dead branches and any branches damaged or broken during the planting process shall be pruned. This shall be the only pruning allowed at planting. Pruning shall conform to *American National Standard for Tree Care Operations, ANSI A300*.

## **SPECIAL PROVISIONS**

### **Measurement and Payment**

#### **GENERAL**

All measurement and payment shall be according to the pertinent sections of the HIGHWAY SPECIFICATIONS, unless herein modified. Payment for the various CONTRACT prices included in the Bid Form shall be full compensation for all labor, material, equipment, permits, taxes, royalties, or any other costs to provide a complete and operational installation.

Any work required to provide a complete and operational installation which is not included as a separate bid item shall be incidental to the various other bid items and shall not be eligible for claims for extra compensation.

#### **SOD RESTORATION**

All screened topsoil, topsoil, salvaged topsoil, fertilizer, sod, placement, raking, rolling, water, watering, and other work necessary for a complete finished product acceptable to the ENGINEER shall be included in the CONTRACT unit price per SY for SOD LAWN RESTORATION or SOD EROSION CONTROL RESTORATION.

#### **SEED RESTORATION**

All screened topsoil, topsoil, salvaged topsoil, fertilizer, seed, placement, raking, mulch, mulching, water, watering, and other work necessary for a complete finished product acceptable to the ENGINEER shall be included in the CONTRACT unit price per SY for SEED LAWN RESTORATION, SEED EROSION CONTROL RESTORATION, or SEED FIELD RESTORATION.

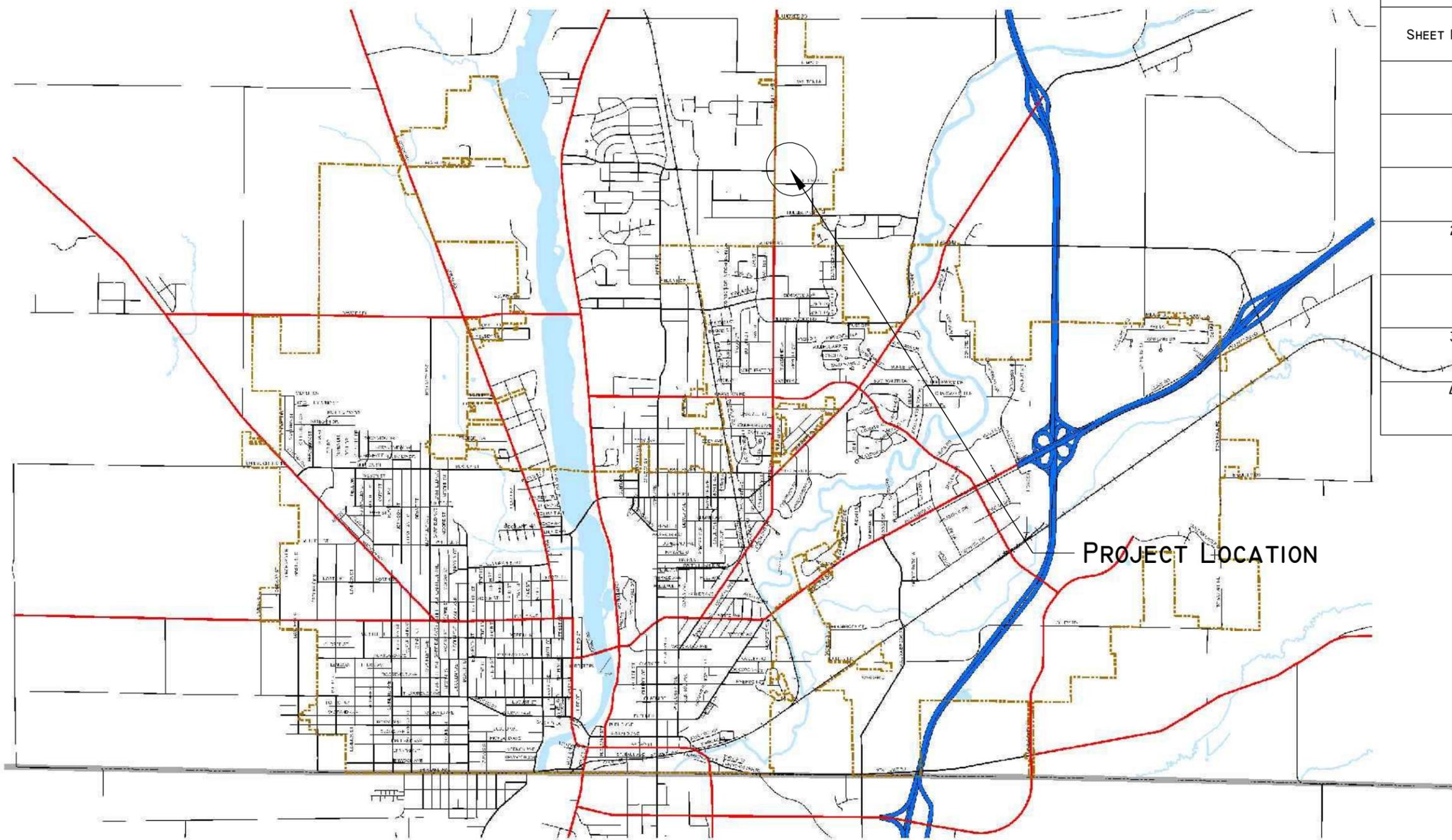
#### **TREES AND PLANTS**

Acceptance of all trees shall be according to Section 632.3.18 of the HIGHWAY SPECIFICATIONS for a one growing season plant establishment period. Trees planted after July 15 will be considered to be planted in the fall for purposes of calculating the termination date of the plant establishment period.

All landscape planting surveillance and care required under Section 632.3.19 of the HIGHWAY SPECIFICATIONS shall be included in the CONTRACT unit price for EACH TREE or PLANT.

#### **PENALTIES**

Should the CONTRACTOR neglect to comply with Site Cleaning or Restoration after ten (10) days notice from the CITY, the CITY may deduct one-hundred dollars (\$100.00) per calendar day, per block or portion of block, for each and every calendar day the work is not completed. This penalty shall be deducted from the amount due the CONTRACTOR on the Final Payment.



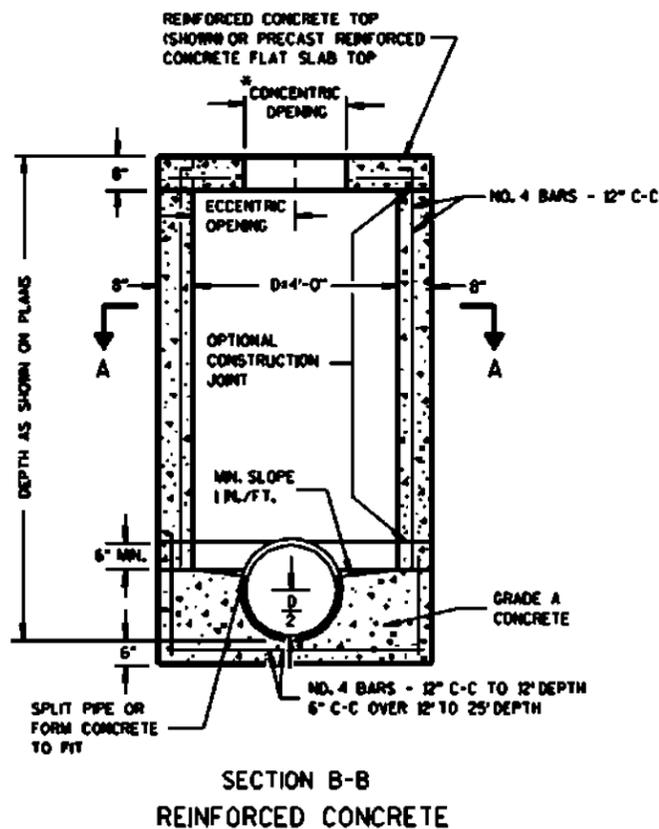
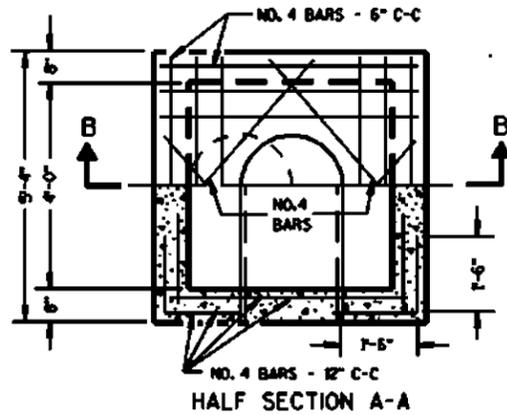
PLAN INDEX	
SHEET NUMBER	SHEET TITLE
COVER	
1	COVER SHEET
DETAILS	
2	MH DETAIL
PLAN & PROFILES	
3	SEWER PLAN AND PROFILE 1+00 - 6+50
4	SEWER PLAN AND PROFILE 2+00 - 8+00

**DIGGERS HOTLINE**  
 Toll Free (800) 242-8511  
 Milwaukee Area (414) 259-1181  
 Hearing Impaired TDD (800) 542-2289  
 www.DiggersHotline.com

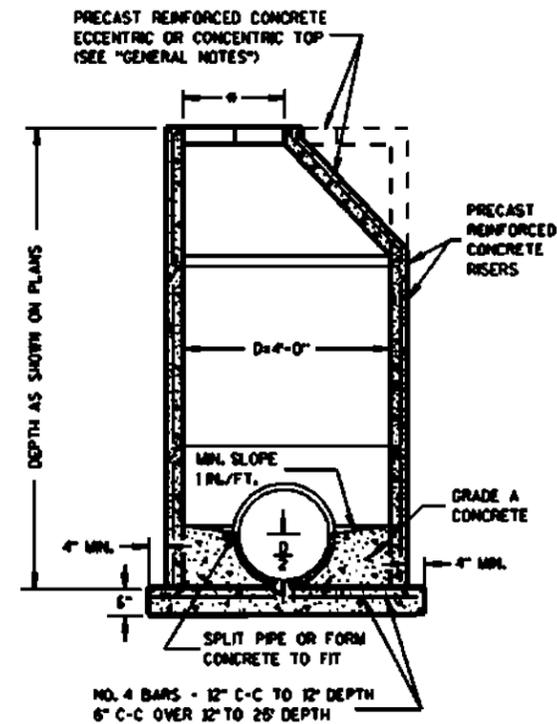


PROJECT HORIZONTAL DATUM = ROCK COUNTY, WI, US FOOT  
 PROJECT VERTICAL DATUM = USGS  
 DESIGNED BY: FRISBEE, WILLIAM DATE: 9/23/2015  
 PLOTTED BY: FRISBEE, WILLIAM DATE: 9/23/2015  
 REVISION: --- BY: --- DATE: ---

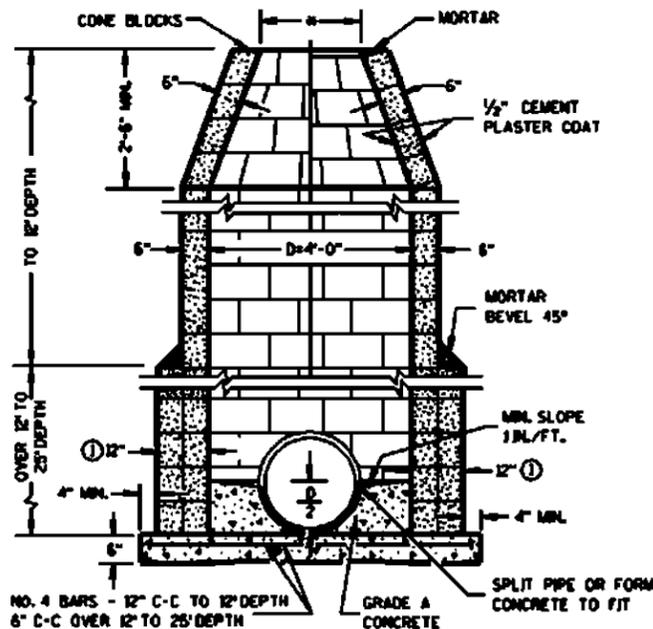
PROJECT NAME:  
 INMAN SEWER EXTENSION  
 COVER SHEET  
 ID: C15-24 SHEET 1



MANHOLES TYPE 1



PRECAST REINFORCED CONCRETE



CONCRETE BLOCK

**GENERAL NOTES**

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

DETAILED DRAWINGS FOR PROPOSED ALTERNATE DESIGNS FOR UNDERGROUND DRAINAGE STRUCTURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PROVIDING THAT SUCH ALTERNATE DESIGNS MAKE PROVISION FOR EQUIVALENT CAPACITY AND STRENGTH.

ALL DRAINAGE STRUCTURES ARE DESIGNATED ON THE PLANS AS "MANHOLES 1-C", "CATCH BASINS 1-B", "INLETS 3-H", ETC. THE FIRST DIGIT DESIGNATES THE MASONRY PORTION OF THE STRUCTURE, AND THE FOLLOWING LETTER DESIGNATES THE TYPE OF COVER TO BE USED TO COMPRISE THE COMPLETE UNIT.

PRECAST REINFORCED BASES SHALL BE PLACED ON A BED OF MATERIAL AT LEAST 6 INCHES IN DEPTH, WHICH MEETS THE REQUIREMENTS OF GRANULAR BACKFILL. THIS BEDDING SHALL BE COMPACTED AND PROVIDE UNIFORM SUPPORT FOR THE ENTIRE AREA OF THE BASE.

PRECAST REINFORCED CONE TOPS (ECCENTRIC OR CONCENTRIC) MAY BE USED ON CONCRETE BLOCK STRUCTURES. THE CONE TOPS SHALL BE INSTALLED ON A BED OF MORTAR.

ECCENTRIC CONE TOPS MAY BE USED ON ALL STRUCTURES, AND CONCENTRIC CONE TOPS SHALL BE USED ONLY ON STRUCTURES 5 FEET OR LESS IN DEPTH, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

STEPS CONFORMING TO AASHTO M 199 SHALL BE INSTALLED IN ALL STRUCTURES OVER 5 FEET IN DEPTH.

SOLID ALUMINUM STEPS SHALL HAVE A MINIMUM CROSS SECTIONAL DIMENSION OF 0.75 INCH. ALUMINUM SURFACES TO BE EMBEDDED IN CONCRETE SHALL BE GIVEN ONE COAT OF SUITABLE QUALITY PAINT, SUCH AS ZINC CHROMATE PRIMER CONFORMING TO FEDERAL SPECIFICATION TT-P-645 OR EQUIVALENT.

ALL BAR STEEL REINFORCEMENT SHALL BE EMBEDDED 2 INCHES CLEAR UNLESS OTHERWISE SHOWN OR NOTED.

PRECAST REINFORCED CONCRETE RISERS MAY BE PLACED WITH TONGUE UP OR DOWN.

ALL PRECAST INLET UNITS AND MANHOLES SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF AASHTO DESIGNATION M 199.

\* USE 2'-0" DIAMETER OPENING WITH TYPE "C", "L" AND "J" COVERS, OR 3'-0" DIAMETER WITH TYPE "K" AND "M" COVERS.

① 2 COURSES 6" BLOCK.

**MANHOLES TYPE 1**

STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION

APPROVED  
8/9/05 /s/ Jerry K. Zogg  
DATE ROADWAY STANDARDS DEVELOPMENT  
ENGINEER

PROJECT NAME:  
INMAN SEWER EXTENSION

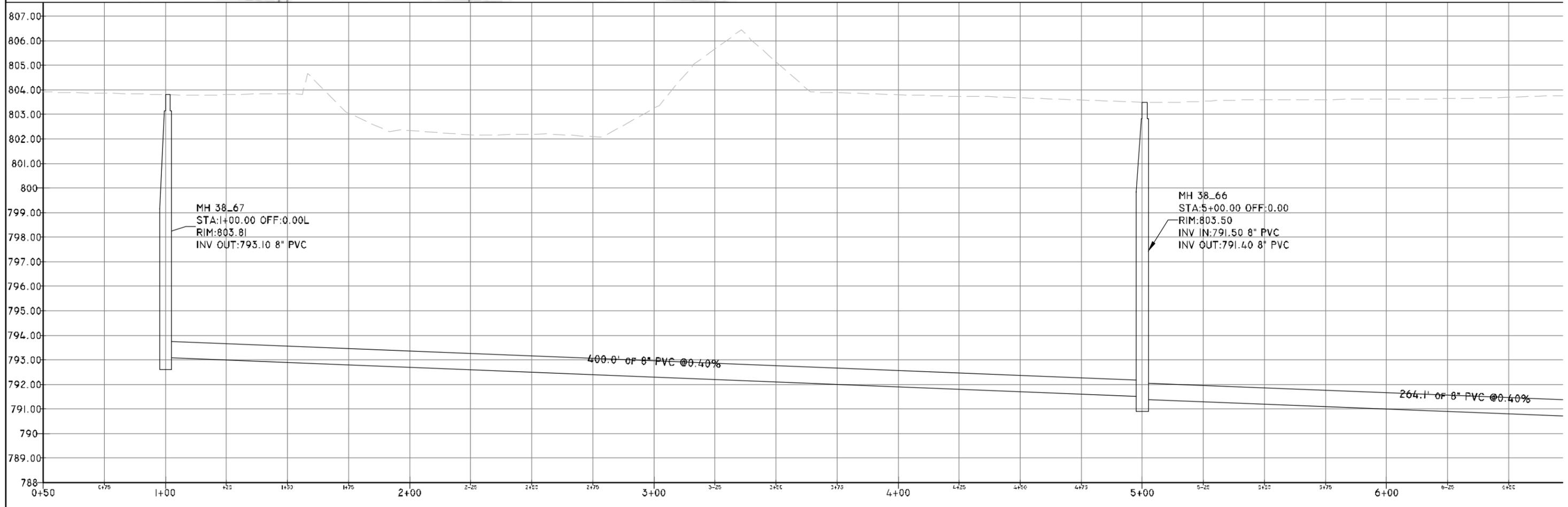
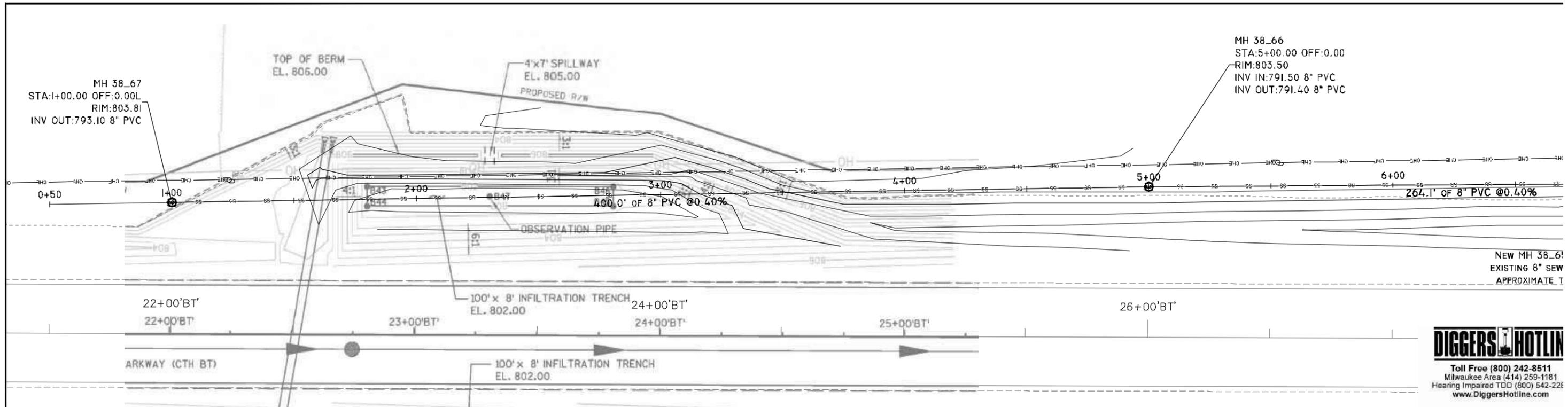
DETAILS  
MH DETAIL

ID: CI5-24

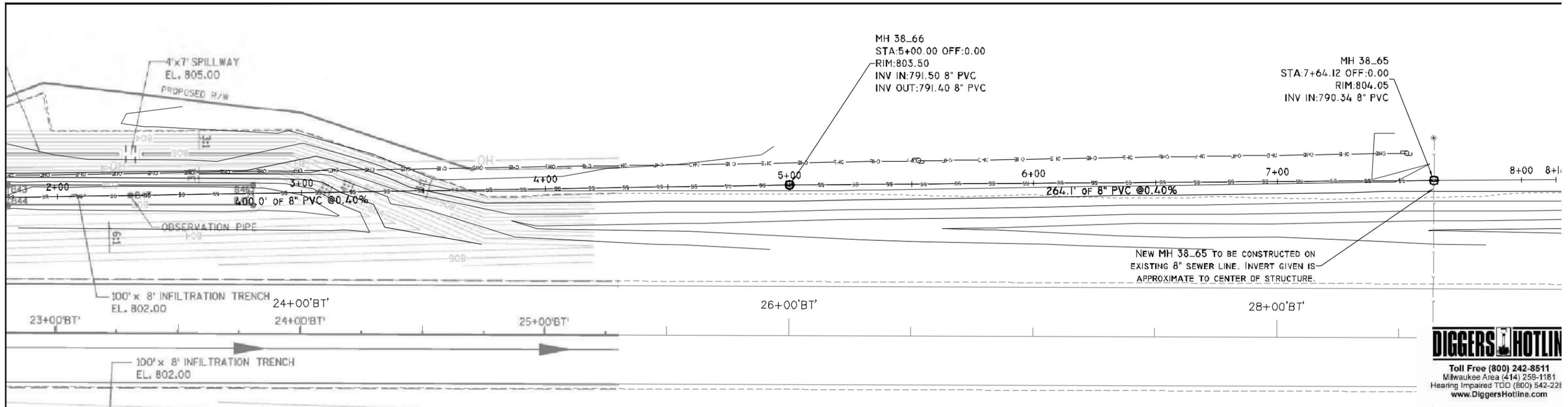
SHEET 2



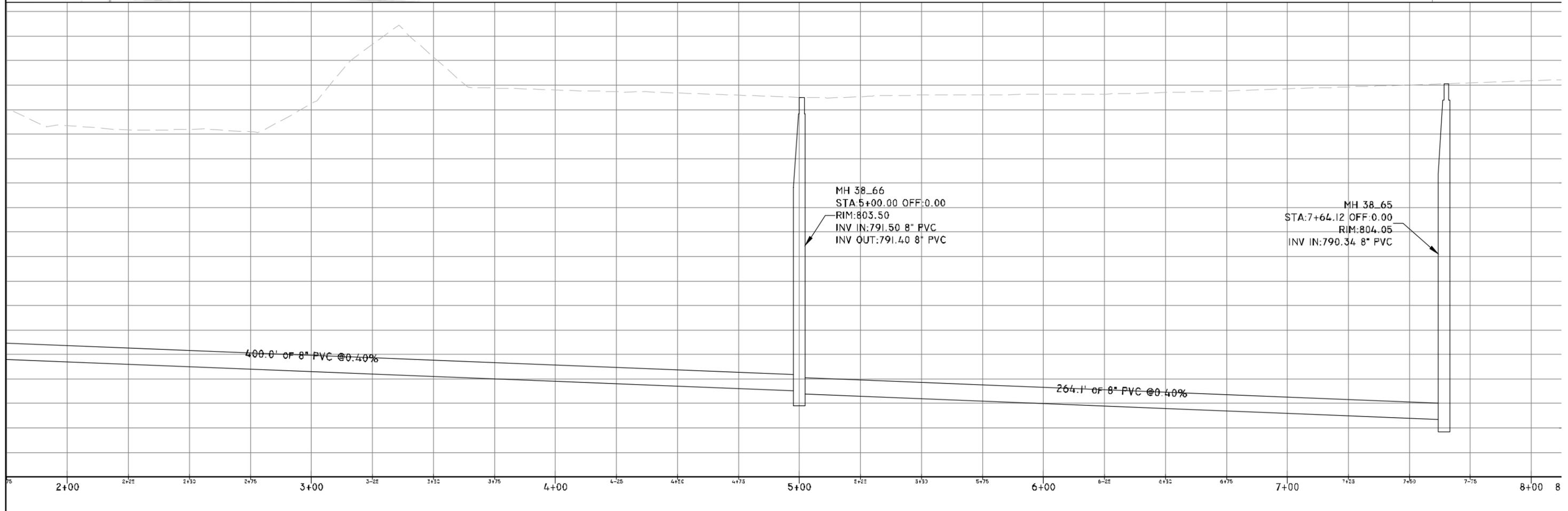
DESIGNED BY: --- DATE: 9/23/2015  
PLOTTEED BY: FRISBEE, WILLIAM DATE: 9/23/2015  
REVISION: --- BY: --- DATE: ---



	<b>BELOIT</b> ENGINEERING DIVISION	20 0 20 40 60 	PROJECT NAME: <b>INMAN SEWER EXTENSION</b>
	DESIGNED BY: _____ DATE: _____ CHECKED BY: _____ DATE: _____ REVISED BY: _____ DATE: _____	SEWER PLAN AND PROFILE 1+00 - 6+50	ID: C15-24



**DIGGERS HOTLINE**  
 Toll Free (800) 242-8511  
 Milwaukee Area (414) 258-1181  
 Hearing Impaired TDD (800) 542-2288  
 www.DiggersHotline.com



20 0 20 40 60	
DESIGNED BY:	DATE:
CHECKED BY:	DATE:
REVISED BY:	DATE:

PROJECT NAME:  
 INMAN SEWER EXTENSION

SEWER PLAN AND PROFILE 2+00 - 8+00

ID: C15-24      SHEET 4

**RESOLUTION APPROVING OFFER TO  
PURCHASE AND COUNTER OFFER #1 RELATED TO THE PROPERTY  
LOCATED AT 1403 PORTER AVENUE, БЕLOIT WISCONSIN**

The City Council of the City of Beloit, Rock County, Wisconsin, hereby resolves that the attached Offer to Purchase the property at 1403 Porter Avenue, Beloit, WI, be, and it is hereby, approved, subject to the terms and conditions of the City's Counter-Offer #1.

**BE IT FURTHER RESOLVED** that that the City Manager of the City of Beloit be, and is hereby, authorized to execute the Offer to Purchase and Counter-Offer #1 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 19<sup>th</sup> day of October, 2015.

**CITY COUNCIL OF THE CITY OF БЕLOIT**

\_\_\_\_\_  
Charles M. Haynes, President

ATTEST:

\_\_\_\_\_  
Lorena Rae Stottler, City Clerk

tdh\resolution\1403 Porter Ave=res 151007 (15-1174)

# CITY OF BELOIT



## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Resolution Approving the Sale of 1403 Porter Avenue to Matt Finnegan

**Date:** October 19, 2015

**Presenter:** Julie Christensen

**Department:** Community Development

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### Overview/Background Information:

This property was foreclosed by Rock County in 1999. The City purchased the property in 1999. In 2000, the City demolished the house located at 1403 Porter Avenue. The property is now a vacant lot.

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### Key Issues (maximum of 5):

1. Matt Finnegan has signed an Offer to Purchase the property located at 1403 Porter Avenue for \$500. The Offer is contingent upon five conditions: final approval of the City Council; buyer agreeing to pay all costs of providing evidence of title and all closing costs and fees; closing shall occur at Brabazon Title; property is sold as is; and the earnest money shall be held by the seller.
  2. This vacant lot has been maintained by the City of Beloit since 1999, which includes mowing the lawns in the summer and shoveling walks in the winter.
  3. The buyer (Matt Finnegan) has sold the adjacent property located at 1407 Hull Avenue through an unrecorded land contract. He would also sell this lot to the land contract purchaser. The intention is to combine the lots and install a fence on the lot.
  4. The attached map shows the location of 1403 Porter Avenue and the adjacent property located at 1407 Hull Avenue.
- 

### 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.

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### 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 acquisition of the property would allow an existing homeowner to have increased yard space.

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 Counter-Offer.

---

### Fiscal Note/Budget Impact:

Selling this property will put the property back on the tax rolls. Additionally, the City will no longer have to maintain the lot.

---

### Attachments:

Location Map; Offer to Purchase; and Counter-Offer

# Location Map

Sale of 1403 Porter Avenue



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

COMMUNITY DEVELOPMENT DEPARTMENT

**WB-13 VACANT LAND OFFER TO PURCHASE**

PERSON

1 ~~BROKER~~ DRAFTING THIS OFFER ON 9/16/15 [DATE] IS (AGENT OF SELLER) (AGENT OF BUYER) (DUAL AGENT) ~~(STRIKE TWO)~~

2 **GENERAL PROVISIONS** The Buyer, EDS Rental Inc  
3 offers to purchase the Property known as (Street Address) 1403 Purfer (206-1253-1520)  
4 \_\_\_\_\_ in the City of Beloit, County of Rock

5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 ■ **PURCHASE PRICE:** Five hundred  
7 \_\_\_\_\_ Dollars (\$ 500.00)  
8 ■ **EARNEST MONEY** of \$ 500.00 accompanies this Offer and earnest money of \$ \_\_\_\_\_

9 will be paid within \_\_\_\_\_ days of acceptance.

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

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of  
12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,  
13 and the following additional items: \_\_\_\_\_

14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** N/A

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part  
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items  
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden  
18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 ■ **ZONING:** Seller represents that the Property is zoned R1-B

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

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or  
24 before OCTOBER 15th 2015. CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices  
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with  
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),  
29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): \_\_\_\_\_

31 Seller's delivery address: 100 State St. Beloit, WI 53511

32 Buyer's recipient for delivery (optional): \_\_\_\_\_

33 Buyer's delivery address: P.O. Box 41 Beloit, WI 53512-0041

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

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

36 Buyer: (608) 312-2346 Seller: ( \_\_\_\_\_ ) \_\_\_\_\_

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines  
38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. CAUTION: Consider an agreement  
39 which addresses responsibility for clearing the Property of personal property and debris, if applicable.

40 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said  
41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~(STRIKE ONE)~~  
42 lease(s), if any, are N/A

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or Brabazon Title  
44 Company no later than October 31, 2015 unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,  
46 property owner's association assessments, fuel and N/A.

47 \_\_\_\_\_ Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.  
48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on  
49 the net general real estate taxes for the preceding year) ( \_\_\_\_\_ ) ~~(STRIKE AND COMPLETE AS APPLICABLE)~~

50 \_\_\_\_\_ ) ~~(STRIKE AND COMPLETE AS APPLICABLE)~~  
51 CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending  
52 reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.

53 **PROPERTY CONDITION PROVISIONS**

54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice  
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition  
56 Report dated N/A, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

57 by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and \_\_\_\_\_

58 \_\_\_\_\_ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

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

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- 60 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
61 or the present use of the Property;
- 62 (b) completed or pending reassessment of the Property for property tax purposes;
- 63 (c) government agency or court order requiring repair, alteration or correction of any existing condition;
- 64 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;
- 65 (e) any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal laws;
- 66 (f) conditions constituting a significant health or safety hazard for occupants of Property;
- 67 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not limited to  
68 gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm. Code, Chapter**  
69 **Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**
- 70 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;
- 71 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;
- 72 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation  
73 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;
- 74 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal  
75 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- 76 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;
- 77 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;
- 78 (n) subsoil conditions which would significantly increase the cost of the development proposed at lines 271-272, if any, including, but not limited  
79 to, subsurface foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or  
80 hazardous materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;
- 81 (o) a lack of legal vehicular access to the Property from public roads;
- 82 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program; (Wis. Stats. §94.73.)
- 83 (q) other conditions or occurrences which would significantly increase the cost of the development proposed at lines 271 to 272 or  
84 reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 85 ■ **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage figures,  
86 or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding or other  
87 reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total square footage/acreage**  
88 **figures or allocation of acreage information if material to Buyer's decision to purchase.**
- 89 ■ **ISSUES RELATED TO PROPERTY DEVELOPMENT:** WARNING: If Buyer contemplates developing Property for a use other than the  
90 current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning  
91 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should  
92 be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special  
93 assessments, charges for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need  
94 to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies  
95 which allow Buyer to investigate certain of these issues can be found at lines 271 - 314 and Buyer may add contingencies as needed in  
96 addenda (see line 188). Buyer should review any plans for development or use changes to determine what issues should be addressed  
97 in these contingencies.
- 98 ■ **INSPECTIONS:** Seller agrees to allow Buyer's inspectors reasonable access to the Property upon reasonable notice if the inspections  
99 are reasonably necessary to satisfy the contingencies in this Offer. Buyer agrees to promptly provide copies of all such inspection  
100 reports to Seller, and to listing broker if Property is listed. Furthermore, Buyer agrees to promptly restore the Property to its original  
101 condition after Buyer's inspections are completed, unless otherwise agreed in this Offer. An "inspection" is defined as an observation  
102 of the Property which does not include testing of the Property, other than testing for leaking LP gas or natural gas used as a fuel source,  
103 which are hereby authorized.
- 104 ■ **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.  
105 A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory  
106 or other analysis of these materials. If Buyer requires testing, testing contingencies must be specifically provided for at lines 179 - 187 or  
107 in an addendum per line 188. Note: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose  
108 of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of  
109 the contingency (e.g., Buyer's obligation to return the Property to its original condition). Seller acknowledges that certain inspections or tests  
110 may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.
- 111 ■ **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer shall  
112 have the right to inspect the Property to determine that there has been no significant change in the condition of the Property, except for  
113 changes approved by Buyer.
- 114 ■ **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or  
115 occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior  
116 to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair  
117 the Property and restore it to the same condition that it was on the day of this Offer. If the damage shall exceed such sum, Seller shall  
118 promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this  
119 Offer despite such damage, Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit towards  
120 the purchase price equal to the amount of Seller's deductible on such policy. However, if this sale is financed by a land contract or a  
121 mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
- 122 ■ **FENCES:** Wisconsin Statutes section 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal  
123 shares where one or both of the properties is used and occupied for farming or grazing purposes. **CAUTION: Consider an agreement**  
124 **addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.**
- 125 ■ **DELIVERY/RECEIPT:** Unless otherwise stated in this Offer, any signed document transmitted by facsimile machine (fax) shall be treated  
126 in all manner and respects as an original document and the signature of any Party upon a document transmitted by fax shall be considered  
127 an original signature. Personal delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt  
128 by Buyer or Seller. Once received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving  
129 the notice. A Party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party.  
130 **The delivery provisions in this Offer may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 25 - 36)).**
- 131 Buyer and Seller authorize the agents of Buyer and Seller to distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies  
132 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

133 PROPERTY ADDRESS:

1403 Porter

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

136 \_\_\_\_\_ If "Time is of the Essence"  
137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does  
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

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

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**  
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a \_\_\_\_\_  
149  **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this  
150 Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years,  
151 amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_.  
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private  
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed  
154 \_\_\_\_\_ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing  
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted  
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain  
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.  
159  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ % . The initial interest rate shall  
160 be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum  
161 interest rate during the mortgage term shall not exceed \_\_\_\_\_ % . Monthly payments of principal and interest may be adjusted  
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and  
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other  
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan  
166 commitment at line 149. Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall  
167 satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. **CAUTION: BUYER, BUYER'S LENDER**  
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**  
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller  
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

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

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** It is understood that the  
180 Buyer will cover all closing costs as long as  
181 closing can be done at Brazzan Title Company  
182  
183  
184  
185  
186  
187

188  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

189 **TITLE EVIDENCE**  
190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other  
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and  
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
193 restrictions and covenants, general taxes levied in the year of closing and \_\_\_\_\_  
194 \_\_\_\_\_  
195 \_\_\_\_\_ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title  
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

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

200 ■ **PROVISION OF MERCHANTABLE TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence  
 201 shall be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business  
 202 days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be  
 203 merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
 204 exceptions, as appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE**  
 205 **COMMITMENT PRIOR TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE**  
 206 **EFFECTIVE DATE OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

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

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

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

222 **DEFAULT**

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

226 If Buyer defaults, Seller may:

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

230 If Seller defaults, Buyer may:

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

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

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

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

242 **EARNEST MONEY**

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

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

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

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

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF  
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271  PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: \_\_\_\_\_

272 This Offer is contingent upon Buyer obtaining the following:

273  Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil  
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275  Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that  
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private  
277 septic system for: \_\_\_\_\_ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved  
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting  
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281  Copies at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the  
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase  
283 the costs of the proposed use or development identified at lines 271 to 272.

284  Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance  
285 of such permits, approvals and licenses at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed  
286 development \_\_\_\_\_

287  Written evidence at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,  
288 on the Property, at the lot line across the street, etc.): electricity \_\_\_\_\_; gas \_\_\_\_\_; sewer  
289 \_\_\_\_\_; water \_\_\_\_\_; telephone \_\_\_\_\_; other \_\_\_\_\_

290 This proposed use contingency shall be deemed satisfied unless Buyer within \_\_\_\_\_ days of acceptance delivers  
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each  
292 specific item included in Buyer's notice cannot be satisfied.

293  MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared  
294 by a registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal  
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
296 if any, and: \_\_\_\_\_

297  ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features

298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying  
299 dedicated and apparent street, lot dimensions, total acreage or square footage, easements or rights-of-way. CAUTION: Consider the cost  
300 and the need for map features before selecting them. The map shall show no significant encroachment(s) or any information materially

301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier  
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy  
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304  INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at  
305 Buyer's expense, of the Property and \_\_\_\_\_

306 \_\_\_\_\_ which discloses no defects as defined below. This contingency shall be deemed satisfied

307 unless Buyer within \_\_\_\_\_ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's  
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and  
309 void upon timely delivery of the above notice and report. CAUTION: A proposed amendment will not satisfy this notice requirement.

310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to  
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect  
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the

313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include  
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

315 This Offer was drafted on 10/5/15 (date) by [~~Licensed and Firm~~] Matthew L. Finnegan DBA FBS Realty Inc.

316 (X) Matthew L. Finnegan Buyer's Signature ▲ Print Name Here: ► 10/5/15 Date ▲  
317 Social Security No. or FEIN ▲ \_\_\_\_\_

318 (X) \_\_\_\_\_ Buyer's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)

321 \_\_\_\_\_ Broker (By)

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

325 (X) \_\_\_\_\_ Seller's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

327 (X) \_\_\_\_\_ Seller's Signature ▲ Print Name Here: ► \_\_\_\_\_ Social Security No. or FEIN ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

329 This Offer was presented to Seller by \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

330 THIS OFFER IS REJECTED \_\_\_\_\_ THIS OFFER IS COUNTERED [See attached counter] \_\_\_\_\_  
331 Seller Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_ Seller Initials ▲ \_\_\_\_\_ Date ▲ \_\_\_\_\_

**WB-44 COUNTER-OFFER**

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 9/16/2015 and signed by Buyer FPS Rental, Inc,  
2 for purchase of real estate at 1403 Porter Avenue, City of Beloit  
3 is rejected and the following Counter-Offer is hereby made. **All terms and conditions remain the same as stated in the**  
4 **Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in**  
5 **any other Counter-Offer unless incorporated by reference.]**

- 6 1. Offer is contingent upon final approval of the Beloit City Council. Therefore binding acceptance date is amended to October 20, 2015.
- 7 2. Buyer shall pay all costs of providing evidence of title and shall pay all closing costs and fees.
- 8 3. Closing shall occur at Brabazon Title Company, 2225 Cranston Road, Beloit, Wisconsin.
- 9 4. Property is sold as is.
- 10 5. Earnest money shall be held by the Seller.

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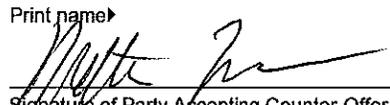
28 \_\_\_\_\_

29 \_\_\_\_\_

30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.  
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party  
32 making the Counter-Offer on or before \_\_\_\_\_ (Time is of the  
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless  
34 otherwise provided in this Counter-Offer.

35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**  
36 **provided at lines 31 to 34.**

37 This Counter-Offer was drafted by Elizabeth A, Krueger, City Attorney on October 7, 2015  
38 Licensee and Firm ▲ Date ▲

39 _____	_____	_____	_____
40 Signature of Party Making Counter-Offer ▲	Date ▲	Signature of Party Making Counter-Offer ▲	Date ▲
41 Print name▶		Print name▶	
42 	<u>10/7/15</u>	_____	_____
43 Signature of Party Accepting Counter-Offer ▲	Date ▲	Signature of Party Accepting Counter-Offer ▲	Date ▲
44 Print name▶		Print name▶	

45 This Counter-Offer was presented by Scott Schneider, Project Engineer for the City of Beloit on \_\_\_\_\_  
46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_  
48 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**  
49 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer**  
50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**  
51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**  
52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**