



**AGENDA  
BELOIT CITY COUNCIL  
100 State Street, Beloit WI 53511  
City Hall Forum – 7:00 p.m.  
Monday, October 3, 2016**

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Proclamation celebrating the 175<sup>th</sup> Anniversary of First Baptist Church (Leavy)
  - b. Proclamation declaring October 9-15, 2016, as National Fire Prevention Week (Leavy)
4. PUBLIC HEARINGS
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 Regular meeting of September 19, 2016 (Stottler)
  - b. Resolution approving Purchase and Sales Agreement for a small piece of property near the Ironworks Parking Lot from the City of Beloit to Hendricks Commercial Properties (Christensen) Plan Commission recommendation for approval 5-0
  - c. Resolution supporting a request for placement of the Ken Hendricks Memorial Statue in Riverside Park (Christensen) Refer to Plan
  - d. Consideration of the new application for Class “B” Beer and “Class B” Liquor License of J & P Sports House Pub, 443 East Grand Avenue, Joseph A Jensen Agent (Stottler) Refer to ABLCC
  - e. Consideration of the new application for Class “B” Beer License of The Beloit Club, LLC, d/b/a Ironworks Golf Lab, 625 3<sup>rd</sup> Street, Ste 100, Jayme Braatz Agent (Stottler) Refer to ABLCC
7. ORDINANCES
  8. APPOINTMENTS- None
  9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

## 10. CITY MANAGER'S PRESENTATION

- a. Presentation of proposed 2017 Operating, Library, and Capital Improvement Budgets (Miller) (Budget available for review at [www.beloitwi.gov](http://www.beloitwi.gov))
- b. Schedule Council Budget Workshop for 8:00 a.m. on Monday, October 10, 2016, in the Community Room at the Beloit Public Library (Miller)

## 11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Resolution approving a Development Agreement between the City of Beloit and TMD Wisconsin LLC (Janke)

## 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: September 28, 2016  
Lorena Rae Stottler  
City of Beloit City Clerk  
[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.

**WHEREAS**, First Baptist Church, Beloit was organized in 1841 with 14 charter members; and

**WHEREAS**, after meeting in homes for several years, the first church edifice was constructed in 1846 on East Grand Avenue and Pleasant Street; and

**WHEREAS**, while that original church building suffered multiple disastrous events, including damage from a cyclone in 1883 and a catastrophic fire in 1884, the congregation persevered and rebuilt the structure on the same site and dedicated it in 1885; and

**WHEREAS**, by 1928, the congregation outgrew that building and made plans to build on the current site at 617 Public Avenue; and

**WHEREAS**, that structure was dedicated in 1930, with additions and countless improvements made over the ensuing years; and

**WHEREAS**, the congregants graciously open the church doors to the Rock River Valley Blood Center Bloodmobile as a donation location several times during the year, as well as acting as a warming site during the annual Mushing for Meals event; and

**WHEREAS**, this active congregation welcomes people of all ages and walks of life, making a difference in the Greater Beloit community and acting as an anchor in the East Side Historic District.

**NOW, THEREFORE, BE IT PROCLAIMED THAT**, in recognition of 175 years of commitment and generous service to the Beloit community, growing in faith and spirituality, the City of Beloit does hereby honor and congratulate First Baptist Church on this important milestone and extends best wishes on continuing their ministry far into the future.

Presented this 3<sup>rd</sup> day of October, 2016.

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David F. Luebke, City Council President

ATTEST:

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Lorena Rae Stottler, City Clerk

**WHEREAS**, the City of Beloit is committed to ensuring the safety and security of all those living in and visiting the City of Beloit and fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

**WHEREAS**, U.S. fire departments responded to 369,500 home fires in 2014, according to the National Fire Protection Association (NFPA) and U.S. home fires resulted in 2,745 civilian deaths in 2014, representing the majority (84 percent) of all U.S. fire deaths; and

**WHEREAS**, in one-fifth of all homes with smoke alarms, the smoke alarms are not working and three out of five home fire deaths result from fires in properties without smoke alarms (38 percent) or with no working smoke alarms (21 percent); and

**WHEREAS**, working smoke alarms cut the risk of dying in reported home fires in half; and

**WHEREAS**, many Americans don't know how old the smoke alarms in their homes are, or how often they need to be replaced; and

**WHEREAS**, all smoke alarms should be replaced at least once every ten years and the age of a smoke alarm can be determined by the date of its manufacture, which is marked on the back of the smoke alarm; and

**WHEREAS**, Beloit's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**WHEREAS**, Beloit's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

**WHEREAS**, the 2016 Fire Prevention Week theme, "**Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years**" effectively serves to educate the public about the vital importance of replacing the smoke alarms in their homes at least every ten years, and to determine the age of their smoke alarms by checking the date of manufacture on the back of the alarms.

**NOW, THEREFORE**, the City Council President of the City of Beloit, do hereby proclaim October 9-15, 2016, as "**Fire Prevention Week**" throughout this city; urges all the people of City of Beloit to find out how old the smoke alarms in their homes are, to replace them if they're more than 10 years old, and to participate in the many public safety activities and efforts of Beloit's fire and emergency services during Fire Prevention Week 2016.

Presented this 3<sup>rd</sup> day of October 2016.

**BELOIT CITY COUNCIL**

ATTEST:

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David F. Luebke, President

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Lorena Rae Stottler, City Clerk



**PROCEEDINGS OF THE BELOIT CITY COUNCIL**  
**100 State Street, Beloit WI 53511**  
**City Hall Forum – 7:00 p.m.**  
**Tuesday, September 19, 2016**

Presiding: David F. Luebke  
Present: Sheila De Forest, Regina Dunkin, Kevin Leavy, Mark Preuschl, Marilyn Sloniker  
Absent: Regina Hendrix

1. President Luebke called the meeting to order at 7:00 p.m. in the Forum at Beloit City Hall.
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
  - a. Councilor De Forest presented a proclamation recognizing September 21, 2016 as International Day of Peace. Lars Prip and Neil Duepre were present to accept. File 7148
4. PUBLIC HEARINGS
  - a. Community Development Director, Julie Christensen, presented a resolution authorizing an amended Planned Unit Development (PUD) Master Land Use Plan for the property located at 1750 Gateway Boulevard. Hawks Ridge Apartments has submitted an application for an amendment to the PUD, Master Land Use Plan for the property located at 1750 Gateway Blvd.
    - The applicant has proposed the construction of two 4-story multifamily apartment buildings with 75 units each and one 3-story apartment building with 58 units on the existing Hawk's Ridge Apartments site. The applicant has proposed the construction of 245 underground parking stalls and 196 outdoor parking stalls for a total of 441 new parking stalls.
    - A two-lot CSM was reviewed and approved by the Plan Commission on August 17, 2016. The approved CSM divided the existing Hawks Ridge Apartments parcel into two separate lots for financing purposes. The three new buildings would be constructed on Lot 2 of the proposed CSM.
    - The original PUD plan, approved in 2004, sought to construct ten 32-unit buildings. However, only six of the ten buildings were constructed. The original PUD Master Plan with ten 32-unit buildings allowed for a density of up to 16.8 units per acre. If constructed, the new buildings would create a density of 20.76 units per acre for the entire development. Although the new proposal creates a higher unit density than the original PUD Master Land Use Plan, the development will be less dense than the maximum density allowed prior to being rezoned to PUD. The land, originally in the R-3, Low-Density Multifamily District, would have allowed a maximum density of 25 units per acre – an amount 25% greater than the proposed new density of the development.
    - The Parks, Recreation and Conservation Advisory Commission reviewed the applicants request to receive open space improvement credit towards the Park Impact Fees on September 14, 2016 and voted unanimously (6-0) to not accept the request for credit.
    - The Parks, Recreation and Conservation Advisory Commission reviewed the applicants request to accept \$9,905.25 in lieu of parkland dedication on September 14, 2016 and voted unanimously (6-0) to accept the monies in lieu of parkland dedication.
    - The Plan Commission reviewed this item on September 7, 2016 and voted unanimously (5-0) to recommend approval. President Luebke opened the public hearing. No one spoke. President Luebke closed the public hearing. Councilors Leavy and Dunkin made a motion to adopt the resolution as presented. Motion carried. File 8089
5. CITIZEN PARTICIPATION
  - a. Celestino Ruffini, Executive Director at Visit Beloit gave an update to the Council on the activities promoting Beloit in the last few months.

## 6. CONSENT AGENDA

Councilors De Forest and Sloniker made a motion to adopt the consent Agenda as presented. Motion carried.

- a. The Minutes of the Regular meeting of September 6, 2016 were approved.
- b. A resolution approving the granting of an Electric Transmission Line Easement to American Transmission Company (ATC) located at 3015 Cranston Road was approved. File 8720
- c. A resolution approving WG Condominiums Condominium Plat for the properties located at 2260 and 2265 Walnut Street was approved. File 8142
- d. A resolution approving an amendment to the Class "B" Beer and "Class B" Liquor License for Last Lap Inc. for an Outdoor Premise Extension, located at 1028 Mary Street was approved. File 8721
- e. A resolution approving Change of Agent on the Class "B" Beer and "Class C" Wine License for the Noodle Shop, Co.-Colorado, Inc., d/b/a Noodles & Company, located at 2900 Milwaukee Road from Charles Haug to David Babcock for licensing period ending June 30, 2016 was approved. File 8721
- f. A resolution approving Purchase and Sales Agreement for a small piece of property near the Ironworks Parking Lot from the City of Beloit to Hendricks Commercial Properties was approved. File 8074
- g. A resolution awarding Public Works Contract C16-20, Concrete Pavement Repairs was approved. File 8729

## 7. ORDINANCES

- a. Community Development Director, Julie Christensen, presented a proposed Ordinance amending the Future Land Use Map of the City of Beloit Comprehensive Plan to change the Future Land Use designation of the property located at 1750 Raven Drive (previously Easternmost 2 Acres of 1601 Gateway Blvd) from Parks & Open Spaces to Single-Family Residential. New Leaf Homes has submitted an application requesting an amendment to the Future Land Use Map (Map 10) of the City of Beloit Comprehensive Plan.
  - The applicant is requesting the following amendment to the Future Land Use Map: 1750 Raven Drive (Previously Easternmost 2 Acres of 1601 Gateway Blvd) – From Parks & Open Spaces to Single-Family Residential – Urban.
  - The applicant has made an accepted offer to purchase the subject property from the City of Beloit. If the applicant's land use applications are approved, the 2 acres subject to this request will be subdivided into five new home sites and Raven Drive will be completed as a cul-de-sac. As part of this process, Raven Drive will be renamed Raven Court
  - The remaining 6.7 acres behind the existing homes on Eagles Ridge Drive will remain as City-owned open space and are not subject to this request. The proposed map amendment is related to the applicant's concurrent request to rezone the 2 acres under contract from PLI, Public Lands & Institutions District to R-1A, Single-Family Residential. The applicant recently recorded a CSM to subdivide the 2 acres to be rezoned & purchased.
  - There are existing single-family homes and/or lots to the west, south, and east of the land that is subject to this request. The land to the north of the subject property is planned and zoned for office/business park uses.
  - The proposed Map Amendment will allow New Leaf Homes to construct a low-density, suburban-style cul-de-sac development that is compatible with the density and character of the neighborhood. Raven Drive was designed and constructed to extend to the north, and the applicant's proposal will establish a fixed northern edge for this residential subdivision, while leaving nearly 7 acres of public open space between the originally constructed homes on Eagles Ridge Drive and the business park land to the north.
  - The Plan Commission held a public hearing to consider the requested amendment on July 20, 2016 and voted unanimously (6-0) to recommend approval of the requested amendment.Councilors De Forest and Leavy made a motion to adopt the Ordinance as presented. Motion carried. File 8642 Ordinance 3580

- b. Community Development Director, Julie Christensen, presented a proposed Ordinance amending the City of Beloit Zoning District Map for property located at 1750 Raven Drive (previously Easternmost 2 Acres of 1601 Gateway Blvd) from PLI, Public Lands and Institutions District to R-1A, Single Family Residential District. New Leaf Homes has submitted an application for a Zoning

Map Amendment to change the zoning district classification from PLI, Public Lands & Institutions District to R-1A, Single-Family Residential District, for the property located at 1750 Raven Drive (previously known as the easternmost 2 acres of 1601 Gateway Blvd).

- The applicant has made an accepted offer to purchase the subject property from the City of Beloit. The applicant has constructed and sold numerous spec houses in the Eagles Ridge subdivision. If the applicant's land use applications are approved, the 2 acres subject to this request will be subdivided into five new home sites and Raven Drive will be completed as a cul-de-sac. As part of this process, Raven Drive will be renamed Raven Court. A rendering of this concept is attached.
- The remaining 6.7 acres behind the existing homes on Eagles Ridge Drive will remain zoned PLI as City-owned open space and are not subject to this request. The applicant recently recorded a CSM to subdivide the 2 acres to be rezoned & purchased, hence the new address of 1750 Raven Drive. A Location & Zoning Map is attached to this report. As shown on the attached map, there are existing single-family homes and/or lots to the west, south, and east of the land that is subject to this request. The land to the north of the subject property is planned and zoned (C-1) for office/business park uses.
- Planning staff mailed the attached Public Notice to the owners of nearby properties and installed a sign on the property. Planning staff has been contacted by two neighboring property owners who are concerned about changes to their existing views following this single-family development.
- The proposed R-1A classification will allow New Leaf Homes to construct a low-density, suburban-style cul-de-sac development that is compatible with the density and character of the neighborhood. Raven Drive was designed and constructed to extend to the north, and the applicant's proposal will establish a fixed northern edge for this residential subdivision, while leaving nearly 7 acres of public open space between the originally constructed homes on Eagles Ridge Drive and the business park land to the north.
- The Plan Commission reviewed this item on July 20, 2016 and voted unanimously (6-0) to recommend approval of this Zoning Map Amendment.

Councilors Dunkin and Sloniker made a motion to adopt the Ordinance as presented. Motion carried. File 8642 Ordinance 3581

- c. City Clerk, Lori Stottler, presented a proposed Ordinance to retitle Section 1.14 and to Create 1.14(3) of the Code of General Ordinances of the City of Beloit pertaining to a Municipal Board of Absentee Canvassers. Absentee balloting has become very popular over the last several years. The AP reported this week that 35% of the national electorate voted prior to elections in 2012 and expects that number to increase for 2016. Managing this increase in absentee ballots being processed at the polls has required a full review of how to best handle making sure those ballots get processed and counted on Election Day with the least amount of disruption at polling place. Wisconsin state law allows the City of Beloit to hold a "Central Count" of absentee ballots by creating Board of Absentee Ballot Canvassers who will count all absentee ballots at City Hall on Election Day and cast those ballots into one central tabulator. Counting for November will begin at 7am when the polls open and will go until all ballots have been processed. Totals will be transmitted to the County after the polls close at 8pm and final totals will be posted to the City and County Webpage.

- Wisconsin Statutes 7.52 and 7.53(2)(m) allow for the creation of a Board of Absentee Ballot Canvassers. These individuals are appointed by the City Clerk to serve two year terms. The Board of Absentee Ballot Canvassers process all absentee ballots in the City regardless of ward. In order to create a Board of Absentee Ballot Canvassers the City Council must adopt an ordinance under State Statutes 7.52 and 7.53(2)(m).
- The ordinance must be created at least 30 days prior to the election it will be implemented. Adoption of this Ordinance will allow for the Absentee Board of Canvassers to work the November Presidential Election.

Councilor De Forest asked for specifics on how the Board members are selected and city clerk Stottler explained that it would be much like the chief inspectors are selected per statute and as available. Councilors De Forest and Preuschl moved to suspend the rules for a second reading. Motion carried. Councilors Preuschl and Sloniker made a motion to accept the Ordinance as presented. Motion carried. File 6384 Ordinance 3582

## 8. APPOINTMENTS

- a. Equal Opportunities Commission  
John Mohorko, Jr, (replacing Grace Lee) to a term ending May 31, 2019
- b. Park, Recreation & Conservation Advisory Commission  
Incumbent Jeff Johnson to a term ending September 30, 2019
- c. Traffic Review Committee  
Incumbent Carol Fryar to a term ending September 30, 2018  
Incumbent Robert C. Norder to a term ending September 30, 2018

Councilors Leavy and De Forest made a motion to accept the appointments as presented. Motion carried.

## 9. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

- Councilor De Forest expressed her gratitude for the fire departments commitment and support during a recent fire ops course she took. She was given an honorary helmet for her participation and is seeking to pass this helmet on to an aspiring young person who would like to become a fire fighter in the City of Beloit someday. She attended the Community Conversations at Emmanuel Baptist on September 15<sup>th</sup>. She encouraged citizens to participate in the surveys that are open right now with the Beloit police department. She announced that the Beloit Police Department has a new procedure for drug investigations and citizens can leave tips at [www.p3tips.com](http://www.p3tips.com). She'll be attending the Big Read program at the Library on September 21 and the annual lunch for family services at the Eclipse Center on September 28 and encouraged citizens to join organizers from Beloit College and participate in a unity march on October 1.
- Councilor Sloniker had no report.
- Councilor Dunkin attended the Community Conversations at Emmanuel Baptist Church on September 15<sup>th</sup>. She encouraged residents in the Merrill or Hackett neighborhoods to complete the NRSA survey. She attended the Farmer's Market and visited the Beloit Public Library last week. She extended her condolences to the family of long time city employee, Sheila Lockhart.
- Councilor Preuschl has links to the surveys available if people need them. He attended a farmers market in Pecatonica, IL and was surprised and pleased to hear residents there know about and rave about the Beloit Farmer's Market.
- Councilor Leavy attended the library Kick-off event on Sunday.
- President Luebke reiterated the need for these surveys to be completed and encouraged the community to make themselves heard.

## 10. CITY MANAGER'S PRESENTATION

- a. Director of Planning and Building Services, Drew Pennington, presented a resolution supporting the #justfixitwi Transportation Funding Campaign. The #JustFixItWI Transportation Funding Campaign is a bipartisan, public-private effort led by the League of Wisconsin Municipalities and Transportation Development Association (TDA) to urge the Legislature and Governor to address the existing and looming transportation infrastructure funding crisis in Wisconsin. Nearly 300 urban and rural local governments all over Wisconsin have adopted Resolutions urging legislative action.
  - The #JustFixItWI campaign is related to the report entitled "Filling Potholes: A New Look at Funding Local Transportation in Wisconsin," commissioned by the Local Government Institute of Wisconsin (LGI) and the "Keep WI Moving" report by the Legislature-appointed Wisconsin Commission on Transportation Finance and Policy.
  - The campaign's focus is roads & bridges, which are now rated among the worst in the country, but the campaign is multi-modal and includes transit, ports, and bicycle/pedestrian infrastructure. The campaign recognizes growing statewide concern that too much cost burden is shifting to levy-capped local governments, which must choose between increasing local fees or neglecting infrastructure and the associated economic distress.
  - The campaign urges the Legislature and Governor to acknowledge the dual forces of increasing road maintenance costs due to inflation and decreasing revenues (gas taxes & registration fees) due to vehicle efficiency and less driving. The campaign is critical of over-reliance on borrowing as a statewide solution, as debt service is increasingly diverting funds away from actual construction and is projected to consume ¼ of the state transportation fund by 2023.
  - The campaign urges the Legislature to adopt fair, user-pays-based revenue reforms that would increase taxes and/or fees on those actually using the infrastructure. These reforms may include additional revenue through increasing and/or indexing gas taxes, vehicle registration fees,

driver's license fees, miles driven-based registration, authorizing Regional Transit Authorities, etc

Councilors De Forest and Dunkin made a motion to accept the resolution as presented. Motion carried. File 8730

## 11. REPORTS FROM BOARDS AND CITY OFFICERS

- a. Community Development Director, Julie Christensen, presented a resolution authorizing the City Manager to acquire Tax Delinquent Properties from the Rock County Treasurer. Each year, the Rock County Treasurer provides a list of properties proposed to be taken through the tax foreclosure process. The City of Beloit has the ability to purchase properties in the City of Beloit before the properties are sold at Sheriff's Sale.
- Similar to the last several years, the City does not have enough money to purchase all of the properties going into foreclosure. Therefore, staff developed priorities for potential purchase. First, we wanted to purchase houses within the Westside Target Area (Between Bluff & Eighth and Shirland & West Grand) which could be rehabbed and resold to a new owner. Second, we wanted to purchase vacant lots within the Westside Target Area which could be used for New Construction. Third, we wanted to purchase houses in the NRSA Areas (Merrill & Hackett neighborhoods) which were vacant and dilapidated. These will most likely be demolished. The remaining lots could be resold to adjacent neighbors or be redeveloped with new housing depending on the size and location.
  - Staff has identified several properties for purchase. Four properties are being selected for purchase and possible demolition. All four properties appear to be vacant, and one of the structures is currently slated for demolition under our Condemnation program. All four lots recommended for purchase are located in the Westside Target Area and are planned to be used for new construction with either Neighborhood Stabilization Program (NSP) or Home Investment Partnership Program (HOME) funds.
  - Most of the remaining houses are located outside of the NRSA neighborhoods. The houses on the list that are located within those neighborhoods are not being recommended for purchase because they are occupied or have potential rehab for rehab but are not located within the Westside Target Area.

Councilors Sloniker and Dunkin made a motion to adopt the resolution as presented. Motion carried. File 8102

- b. Library Directory, Nick Dimassis, presented a resolution approving the 2016 Capital Improvement Project, The Blender @ Beloit Public Library, Your Learning Café. The City Council previously approved a 2016 CIP Project in the amount of \$100,000 to create a café at the Beloit Public Library. At the time two physical locations at the library were under consideration. The background information for the CIP Project committed to the Council and Library Board having an opportunity to review and approve the final recommended location prior to funds being expended. This resolution supports the larger of the two spaces as recommended by the Library Director.
- The City's financial commitment is limited to the originally approved \$100,000 for capital construction costs.
  - The Beloit Public Library is partnering with the School District of Beloit and Kerry ingredients to provide a coffee/snack shop to be called The Blender @ Beloit Public Library, Your Learning Café.
  - Staff committed to revisit this project with both the Library Board and the City Council prior to expending funds on the project.
  - The library wishes to pursue design of the project for planned opening in spring of 2017 and recognizes that the project is contingent upon adoption of the 2017 Operating Budget.
  - Given that the City has no future financial obligation for this project, staff recommends approval of the Resolution, finalization of design and ultimate construction.

Councilors Preuschl and De Forest made a motion to adopt the resolution as presented. Motion carried. File 8695

12. Councilors Slonikor and Leavy made a motion to adjourn at 8:22 p.m. Motion Carried.

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Lorena Rae Stottler, City Clerk

**RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT  
BETWEEN THE CITY OF БЕLOIT AND  
HENDRICKS COMMERCIAL PROPERTIES LLC**

WHEREAS, Hendricks Commercial Properties, LLC is seeking to purchase a 4,231 square-foot portion of the City-owned land located at 650 Third Street in order to combine this land into the Ironworks West parking lot currently under construction on their property located at 690 Third Street; and

WHEREAS, the terms and conditions of said transaction are outlined in the attached Purchase and Sale Agreement; and

WHEREAS, in 2003 the City of Beloit and Water Tower Industrial Properties West, LLC (WITPW) entered a Development Agreement and Amended Development Agreement for the development of the land in the area of 650 Third Street wherein WTIPW transferred land to the City to develop a public parking lot and reserve for itself the right to repurchase a portion of the land transferred for future private development; and

WHEREAS, it is the City's intention to permit Hendricks Commercial Properties, LLC to maintain the repurchase rights of WITPW as contemplated in the 2003 Agreements; and

WHEREAS, the sale of municipal land for parking lot purposes is required to be approved by the Plan Commission and City Council in accordance with Section 62.23(5) of Wisconsin Statutes; and

WHEREAS, the Plan Commission reviewed this item on September 21, 2016 and voted unanimously (5-0) to recommend approval of the proposed sale of land.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the attached *Purchase and Sale Agreement* for the sale of a 4,231 square-foot portion of the City-owned land located at 650 Third Street to Hendricks Commercial Properties LLC, and authorizes the City Manager to execute said agreement and any other documents so required to transfer the property and to take any other action necessary, including any action necessary to preserve the repurchase rights of Water Tower Industrial Properties West, LLC, a wholly owned subsidiary of Hendricks Commercial Properties, LLC, as described in the 2003 Development Agreement and 2003 Amended Development Agreement between the City of Beloit and WTIPW, LLC, and to take any such other action necessary to effectuate the purpose of this resolution.

Adopted this 3<sup>rd</sup> day of October, 2016.

**BELOIT CITY COUNCIL**

\_\_\_\_\_  
David F. Luebke, Council 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:** Purchase and Sale Agreement – Sale of Land to Hendricks Commercial Properties

**Date:** October 3, 2016

**Presenter(s):** Julie Christensen

**Department(s):** Community Development

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

Hendricks Commercial Properties (HCP) has submitted an offer to purchase a 4,231 square-foot portion of the City-owned land located at 650 Third Street. This land is a superfluous landscaped section of the Ironworks South municipal parking lot property. If approved and acquired, HCP's intent is to combine this land into the Ironworks West parking lot currently under construction on their property located at 690 Third Street as shown on the attached map. This sale of municipal land is required to be reviewed by the Plan Commission in accordance with Section 62.23(5) of Wisconsin Statutes.

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

- Earlier this year, HCP demolished the one-story sections of the office building located at 690 Third Street with the intent of creating a new parking lot known as Ironworks West. There is an existing 30-foot "jog" in the property line between the City and HCP parcels, which prevents the most efficient parking lot layout. To address this issue, HCP prepared site plans for the Ironworks West parking lot that included only their property, as well as an alternative layout that incorporated the land that is the subject of this request. Planning staff approved the site plans for the Ironworks West parking lot on June 30<sup>th</sup>, contingent upon City Council approval of this land transfer.
  - The attached Plat of Survey establishes a legal description of the land to be transferred, which has been incorporated into a Purchase and Sale Agreement between the City and HCP.
  - The Ironworks West parking lot expansion is one of many short- and long-term efforts underway to increase the supply and management of off-street parking to serve all of the employment growth in and around the Ironworks campus. The applicant has submitted a related request to the Traffic Review Committee to designate 48 parking stalls in the Ironworks South lot as 2-hour stalls to serve the YMCA facility under construction.
  - The Plan Commission reviewed this item on September 21, 2016 and voted unanimously (5-0) to recommend approval of the proposed sale of land.
- 

### **Conformance to Strategic Plan (List key goals this action would support and 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 – 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
- 

### **Action required/Recommendation:**

- City Council consideration and action on the proposed Resolution
- 

**Fiscal Note/Budget Impact:** The proposed purchase price is \$1.

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**Attachments:** Resolution and Staff Report to the Plan Commission

# CITY OF BELOIT

## REPORT TO THE BELOIT CITY PLAN COMMISSION

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**Meeting Date:** September 21, 2016

**Agenda Item:** 4

**File Number:** RPB-2016-10

**Request:** Sale of Land to Hendricks Commercial Properties  
**Owner:** City of Beloit

**Location:** 650 Third Street

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### Request Overview/Background Information:

Hendricks Commercial Properties (HCP) has submitted an offer to purchase a 4,231 square-foot portion of the City-owned land located at 650 Third Street. This land is a superfluous landscaped section of the Ironworks South municipal parking lot property. If approved and acquired, HCP's intent is to combine this land into the Ironworks West parking lot currently under construction on their property located at 690 Third Street as shown on the attached map. This sale of municipal land is required to be reviewed by the Plan Commission in accordance with Section 62.23(5) of Wisconsin Statutes.

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### Key Issues:

- Earlier this year, HCP demolished the one-story sections of the office building located at 690 Third Street with the intent of creating a new parking lot known as Ironworks West. There is an existing 30-foot "jog" in the property line between the City and HCP parcels, which prevents the most efficient parking lot layout. To address this issue, HCP prepared site plans for the Ironworks West parking lot that included only their property, as well as an alternative layout that incorporated the land that is the subject of this request. Planning staff approved the site plans for the Ironworks West parking lot on June 30<sup>th</sup>, contingent upon City Council approval of this land transfer.
- The attached Plat of Survey establishes a legal description of the land to be transferred, which has been incorporated into a Purchase and Sale Agreement between the City and HCP.
- The Ironworks West parking lot expansion is one of many short- and long-term efforts underway to increase the supply and management of off-street parking to serve all of the employment growth in and around the Ironworks campus. The applicant has submitted a related request to the Traffic Review Committee to designate 48 parking stalls in the Ironworks South lot as 2-hour stalls to serve the YMCA facility under construction.

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### Consistency with 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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### Staff Recommendation:

The Planning & Building Services Division recommends **approval** of the sale of a 4,231 square-foot portion of the City-owned land located at 650 Third Street to Hendricks Commercial Properties for expansion of their parking lot known as Ironworks West, as shown on the attached Plat of Survey and as contemplated in a Purchase and Sale Agreement.

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**Fiscal Note/Budget Impact:** The proposed purchase price is \$1.

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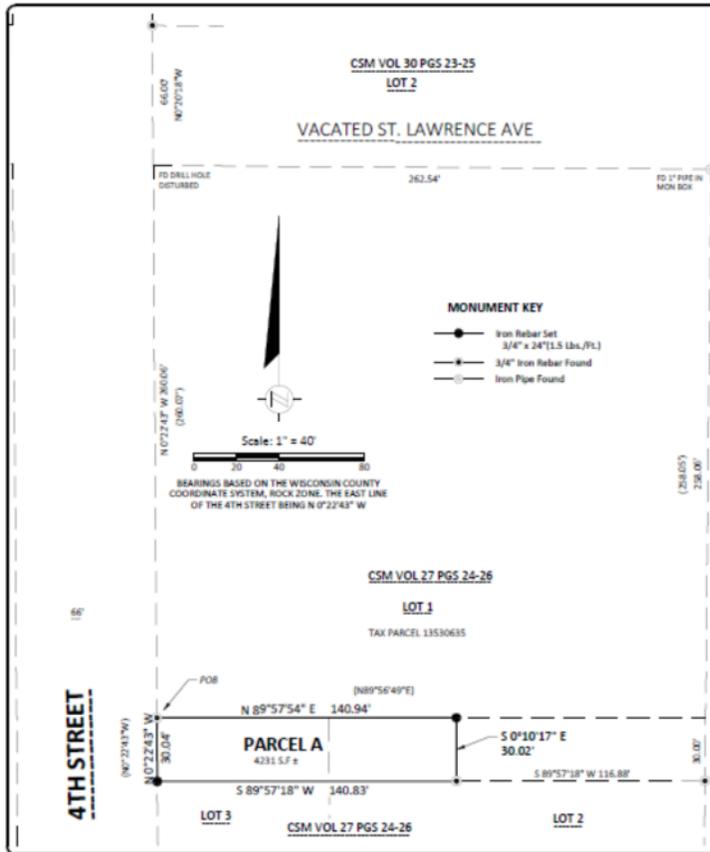
**Attachments:** Ironworks Parking Layout Map & Plat of Survey



**IRONWORKS**

**PARKING LAYOUT  
EXISTING & PHASE 2**

J:\2220\2220\2220\2220\2220\CONCEPTS\CONCEPTS\2015-07-21 Public Lot Overview.dwg



**PLAT OF SURVEY**  
 OF PART OF LOTS 2 AND 3 OF CERTIFIED SURVEY MAP DOC. NO. 1650340 AS RECORDED IN VOLUME 27 OF CERTIFIED SURVEY MAPS ON PAGES 24-26, FORMERLY A PART OF TENNEY'S AND HACKETT'S ADDITION AS SITUATED IN THE S.E. 1/4 OF SECTION 35, T. 1 N., R. 12 E. OF THE 4TH P.M., CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN

**PARCEL "A" DESCRIBED AS FOLLOWS:**  
 Beginning at found 3/4" rebar at the Northwest corner of Lot 3, aforesaid; thence North 89°57'54" East 140.94 feet to a set 3/4" rebar on the North line of said Lot 2; thence South 0°10'17" East 30.02 feet to a found 3/4" rebar; thence South 89°57'18" West 140.83 feet to a set 3/4" rebar on the West line of said Lot 3; thence North 0°22'43" West 30.04 feet to the place of beginning. Containing 4231 square feet more or less.

THE PLAT OF SURVEY SHOWN HEREON IS FOR THE SALE OR EXCHANGE OF LAND AS ALLOWED UNDER CITY OF БЕЛОIT SUBDIVISION ORDINANCE 12.01 (48)(c). SPECIFICALLY, THE INTENT IS FOR (PARCEL A) TO BE COMBINED WITH LOT 3 OF CSM VOLUME 27 PAGES 24-26 AND WILL BE INCLUDED IN TAX PARCEL NO. 13530635.

IT IS NOT THE INTENT OF THIS SURVEY TO CREATE ANY SEPARATE BUILDABLE LOT. PARCEL "A" CANNOT BE SOLD AS A SEPARATE BUILDABLE LOT.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016 BY THE CITY OF БЕЛОIT, PLANNING AND BUILDING SERVICES.

\_\_\_\_\_  
 DIRECTOR OF PLANNING AND BUILDING SERVICES

Robert M. Leunberger, P.L.S.  
 Wisconsin Professional Land Surveyor S-1244

State of Wisconsin } ss  
 County of Rock }

*If the surveyor's signature is not red in color, the plan is a copy that should be assumed to contain unauthorised alterations. The certification contained on this document shall not apply to any copies.*

I hereby certify that I have supervised the survey of the property described above and to the best of my knowledge and belief, the plat drawn hereon correctly represents said survey and its location. Given under my hand and seal this 22nd day of August, 2016 at Beloit, Wisconsin.  
 Last day of field work August 22, 2016

**3RD STREET**

**Batteman**  
 SURVEYORS & ENGINEERS  
 2007 North Drive  
 Beloit, Wisconsin 53511  
 608.733.6844  
 www.batteman.com

**PLAT OF SURVEY**

FOR THE ENCLOSURE:  
 ORDER NO: 132513  
 PROJECT: 16010114  
 FILE: 02081614\_4  
 COUNTY: BEL

HCP, LLC  
 525 THIRD ST., SUITE 300  
 БЕЛОIT, WI 53511  
 608.733.6844

PURCHASE AND SALE AGREEMENT

**ARTICLE 1: PROPERTY/PURCHASE PRICE**

**1.1. Certain Basic Terms.**

(a) Purchaser and Notice Address:

Hendricks Commercial Properties, LLC  
Attn: President  
525 Third St., Suite 300  
Beloit, WI 53511

With copy to:

George B. Erwin  
Schmidt Darling & Erwin  
2300 North Mayfair Road, Suite 1175  
Milwaukee, WI 53226-1553

(b) Seller and Notice Address:

City of Beloit  
Attn: Elizabeth Krueger  
100 State Street  
Beloit, WI 53511

(c) Title Company and Escrow Agent:

Brabazon Title Co., Inc.  
2225 Cranston Road  
Suite 101  
Beloit, WI 53511  
Attn: Gary Brabazon  
Phone: 608-362-0330

(d) Effective Date: The latest date of execution by the Seller and the Purchaser, as shown on the signature page hereto.

(e) Purchase Price: \$1.00

(f) Earnest Money: N/A

(g) Due Diligence Period: The period ending 90 days after the Effective Date.

**1.2. Property.** Subject to the terms of this Purchase and Sale Agreement (the "Agreement"), Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the property known as vacant land strip in parking lot as legally described in **Exhibit A** attached hereto and by reference made a part hereof (the "Property").

## **ARTICLE 2: INSPECTIONS AND TITLE INSURANCE**

**2.1. Inspections in General.** During the Due Diligence Period, Purchaser, its agents, and employees shall have the right to enter upon the Property for the purpose of making non-invasive inspections including but not limited to studies with respect to soil condition, zoning and access, at Purchaser's sole risk, cost and expense. At Seller's request, Purchaser shall provide Seller with a copy of the results of any tests, inspections, title reports and surveys made or obtained by Purchaser. If any inspection or test disturbs the Property, Purchaser will restore the Property to the same condition as existed before the inspection or test. Purchaser shall defend, indemnify Seller and any tenant and hold Seller and any tenant, Seller's members and managers, and the agents, contractors and employees of all of them and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities, including, but not limited to, mechanic's and materialmen's liens and Seller's and any tenant's attorneys' fees, arising out of or in connection with Purchaser's inspection of the Property as allowed herein. Prior to Purchaser or its agents, inspectors or contractors accessing the Property to undertake any inspections under this provision, Purchaser shall provide to Seller proof of general liability insurance by Purchaser and its agents, inspectors or contractors naming Seller as an additional insured. The provisions of this paragraph shall survive the Closing or the earlier termination of this Agreement.

**2.2. Environmental Inspections and Release.** The inspections under Section 2.1 may include a non-invasive environmental inspection of the Property. At Seller's request, Purchaser shall deliver to Seller copies of any environmental report obtained by Purchaser. Purchaser, for itself and any entity affiliated with Purchaser, waives and releases Seller and Seller's Affiliates (hereafter defined) from and against any liability or claim related to the Property arising under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act, all as amended, or any other cause of action based on any other state, local, or federal environmental law, rule or regulation (the "Environmental Statutes).

**2.3. Termination by Purchaser.** If Purchaser determines, in its sole discretion, before the expiration of the Due Diligence Period that the Property is unacceptable for Purchaser's purposes, Purchaser shall have the right to terminate this Agreement by giving notice to Seller before the expiration of the Due Diligence Period.

**2.4. Confidentiality.** All information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, employees and agents as confidential, and will not be disclosed to anyone other than on a need-to-know basis

and to Purchaser's consultants who agree to maintain the confidentiality of such information, and will be returned to Seller by Purchaser if the Closing does not occur. The confidentiality provisions of this Section 2.4 shall not apply to any disclosures made by Purchaser as required by law, by court order, or in connection with any subpoena served upon Purchaser, provided Purchaser shall provide Seller with written notice before making any such disclosure.

**2.5. Title Insurance Commitment, Appraisal and Survey.** Purchaser may obtain a title insurance commitment for an ALTA policy, and a survey at Purchaser's own cost and expense. If the title commitment discloses exceptions that render the title unmarketable or unfit for Purchaser's intended purpose, Purchaser shall have the right prior to the expiration of the Due Diligence Period, to terminate this Agreement by written notice to Seller or to accept title subject to such exceptions. A failure to provide such written notice during the Due Diligence Period shall be conclusive evidence of Purchaser's willingness to accept title subject to such exceptions.

**2.6. Purchaser's Reliance on its Investigations.** To the maximum extent permitted by applicable law and except for Seller's representations and warranties in this Agreement and any warranties of title contained in the Deed delivered at the Closing ("Seller's Warranties"), this sale is made and will be made without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law) by Seller. As a material part of the consideration for this Agreement, Purchaser agrees to accept the Property on an "as is" and "where is" basis, with all faults, and without any representation or warranty, all of which Seller hereby disclaims, except for Seller's Warranties. Except for Seller's Warranties, no warranty or representation is made by Seller as to fitness for any particular purpose, merchantability, design, quality, condition, operation or income, compliance with drawings or specifications, absence of defects, absence of hazardous or toxic substances, absence of faults, flooding, or compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. Purchaser acknowledges that Purchaser has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that, other than the Seller's Warranties, Purchaser is not now relying, and will not later rely, upon any representations and warranties made by Seller or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property. The provisions of this Section 2.6 shall survive indefinitely any Closing or termination of this Agreement and shall not be merged into the Closing documents.

**2.7. Miscellaneous Documentation.** Within five (5) business days after the date Purchaser deposits the Earnest Money with the Escrow Agent, to the extent Seller has them under its possession or control, Seller shall provide Purchaser with electronic copies of the following (collectively, the "Miscellaneous Documentation"):

- (a) Any available past final or draft Phase I environmental site assessments, environmental audits or inspections; soil, groundwater, surface water and well tests results; and water drainage studies and plans;
- (b) All existing and proposed contracts, leases and licenses.
- (c) All existing preliminary title commitments/reports for title insurance covering any

portion of the Property;

- (d) Instruments secured by or encumbering the Property or improvements; and
- (e) All existing ALTA or other surveys covering any portion of the Property.

After receipt of the Miscellaneous Documentation, Seller agrees to cooperate with Purchaser in providing any additional documentation reasonably requested by Purchaser within three (3) business days after Purchaser's request thereof. It is understood that, except as otherwise provided in this Agreement, Seller does not make any representation or warranty, express or implied, as to the accuracy or completeness of any Miscellaneous Documentation or other materials or information produced by Seller, including, without limitation, any environmental audit or report. Except as otherwise provided in this Agreement, Purchaser acknowledges that Seller and Seller's affiliates shall have no responsibility for the contents and accuracy of such disclosures, and Purchaser agrees that the obligations of Seller in connection with the purchase of the Property shall be governed by this Agreement irrespective of the contents of any such disclosures or the timing or delivery thereof. Purchaser acknowledges that it is not relying on reports prepared by third parties, including environmental reports, delivered as part of the Miscellaneous Documentation, as such reports were prepared only for Seller's benefit, and Purchaser acknowledges that it needs to independently confirm all information in any such reports.

**ARTICLE 3: SELLER'S CONDITIONS – INTENTIONALLY DELETED**

**ARTICLE 4: RISK OF LOSS – INTENTIONALLY DELETED**

**ARTICLE 5: CLOSING**

**5.1. Closing.** The consummation of the transaction contemplated herein ("Closing") shall occur within ten (10) days after the expiration of the Due Diligence Period.

**5.2. Conditions to the Parties' Obligations to Close.** The obligation of Seller, on the one hand, and Purchaser, on the other hand, to consummate the transaction contemplated hereunder is contingent upon the performance by the other party of its obligations hereunder and all deliveries to be made at Closing shall have been tendered.

If any condition to Closing hereunder has not been satisfied, the party for whose benefit the condition exists may elect to close, notwithstanding the nonsatisfaction of such condition and there shall be no liability on the part of the other party for nonsatisfaction of such condition or for breaches of representations and warranties of which the party electing to close had knowledge as of the Closing. If a party is in default hereunder, the other party shall have the rights described in Article 8.

**5.3. Seller's Deliveries in Escrow.** On or before the Closing Date, Seller shall deliver in escrow to the Escrow Agent the following:

- (a) Deed. A special or limited warranty deed (warranting title for acts by, through or under Seller) (the "Deed"), executed and acknowledged by Seller, conveying Seller's title to the Property. The Deed will further provide that the City of Beloit and Hendricks Commercial Properties, LLC ("HCP") acknowledge that the conveyance is without prejudice to HCP's existing rights under that certain Amended Development Agreement by and among the City of Beloit and Water Tower Industrial Properties West, LLC ("WTIPW"), a formerly organized wholly-owned subsidiary of HCP. The purposes of this acknowledgement is to confirm that between the City of Beloit and HCP that HCP, as assignee of WTIPW, continues to enjoy its rights to repurchase from the City those Lots as identified in Paragraph 7 of the Development Agreement known as Lots 3 and 4 of Certified Survey Map No. 1650340.
- (b) State Law Disclosures. Such disclosures and reports as are required by applicable state law in connection with the conveyance of real property;
- (c) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller, if applicable.
- (d) Additional Documents. Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement. Seller will utilize best efforts to obtain estoppel certificates from all tenants prior to Closing on a form mutually acceptable to Seller and Purchaser.

**5.4. Purchaser's Deliveries in Escrow.** On or before the Closing Date, Purchaser shall deliver in escrow to the Escrow Agent the following:

- (a) Purchase Price. The Purchase Price, plus or minus applicable prorations, deposited by Purchaser with the Escrow Agent in immediate, same-day federal funds wired for credit into the Escrow Agent's escrow account no later than 1:00 P.M. Central time on the day of Closing.
- (b) State Law Disclosures. Such disclosures and reports as are required by applicable state law in connection with the conveyance of real property.
- (c) Additional Documents. Any additional documents that Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.
- (d) Plat of Survey. Plat of Survey identifying the to be conveyed property as submitted and approved by the City.

**5.5. Closing Statements.** At the Closing, Seller and Purchaser shall deposit with the Escrow Agent executed closing statements consistent with this Agreement in the form required by the Escrow Agent.

**5.6. Costs.** The Escrow Agent's escrow fee including any escrow cancellation fee or other fees due upon a termination of this Agreement shall be evenly divided between the parties. Each party shall pay its own attorneys' fees. Purchaser shall be responsible for the cost of recording deed, transfer return fee and title charges.

## **ARTICLE 6: PRORATIONS**

**6.1. Prorations.** N/A

## **ARTICLE 7: PURCHASER'S REPRESENTATIONS AND WARRANTIES**

As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

- (a) **Organization and Authority.** Purchaser has been duly organized and validly exists. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.
- (b) **Conflicts and Pending Action.** There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

## **ARTICLE 8: DEFAULT AND DAMAGES**

**8.1. Default by Purchaser.** If Purchaser shall default in its obligation to close hereunder, Purchaser agrees that Seller shall have the right to have the Escrow Agent deliver the Earnest Money to Seller as set forth in this Agreement without limiting or affecting Seller's right to any and all other remedies available at law or equity.

**8.2. Default by Seller.** If Seller defaults in its obligation to sell and convey the Property to Purchaser pursuant to this Agreement, Purchaser's sole remedy shall be to elect one of the following: (a) to terminate this Agreement, in which event Purchaser shall be entitled to the return of the Earnest Money, if the same has been deposited, or (b) to bring a suit for specific performance provided that any suit for specific performance must be brought within thirty (30) days of Seller's default, Purchaser waiving the right to bring suit at any later date. Purchaser agrees not to file a lis pendens or other similar notice against the Property except in connection with, and after, the proper filing of a suit for specific performance.

## **ARTICLE 9: MISCELLANEOUS**

**9.1. Parties Bound.** Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

**9.2. Confidentiality.** Purchaser shall make no public announcement of the Purchase Price of this Agreement or any information obtained from Seller, to outside brokers or third parties with respect to the Property if Purchaser does not purchase the Property. Purchaser shall not record this Agreement or any memorandum of this Agreement.

**9.3. Headings.** The article and paragraph headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

**9.4. Invalidity and Waiver.** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

**9.5. Governing Law.** This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Wisconsin, without regard to its conflict of law provisions.

**9.6. Survival.** Unless otherwise expressly stated in this Agreement, each of the covenants, obligations, representations, and agreements contained in this Agreement shall survive the Closing and the execution and delivery of the Deed required hereunder only for a period of twelve (12) months immediately following the Closing Date; provided, however, the indemnification provisions of Section 2.3 and the provisions of Sections 2.2, 2.4., 9.2 shall survive the termination of this Agreement or the Closing, whichever occurs, and shall not be merged, until the applicable statute of limitations with respect to any claim, cause of action, suit or other action relating thereto shall have fully and finally expired. Any claim brought after Closing based upon a misrepresentation or a breach of a warranty contained in this Agreement shall be actionable or enforceable if and only if notice of such claim is given to the party which allegedly made such misrepresentation or breached such covenant, obligation, warranty or agreement within twelve (12) months after the Closing Date.

**9.7. No Third Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary or otherwise.

**9.8. Entirety and Amendments.** This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property except for any confidentiality agreement binding on Purchaser, which shall not be superseded by

this Agreement. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

**9.9. Time.** Time is of the essence in the performance of this Agreement.

**9.10. Attorneys' Fees.** Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith.

**9.11. Notices.** All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.1. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, with written confirmation by overnight or first class mail, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or personal delivery and delivered after 5:00 p.m. Central time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

**9.12. Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

**9.13. Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Central time.

**9.14. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one (1) Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile counterparts of the signature pages. This Agreement if transmitted by telecopy/fax machine shall be treated in all manner and respects as an original document, and the signature of any party thereon shall be considered as an original signature. Any such telecopy/fax document shall be considered to have the same binding legal effect as an original of such document. At the request of either party thereto, a telecopy/fax document shall be re-executed by both parties in the original form thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

PURCHASER:

Hendricks Commercial Properties, LLC a Wisconsin limited liability company

Date: \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Diane M. Hendricks, Manager and Chairperson of the Board

SELLER:

City of Beloit

Date: \_\_\_\_\_, 2016

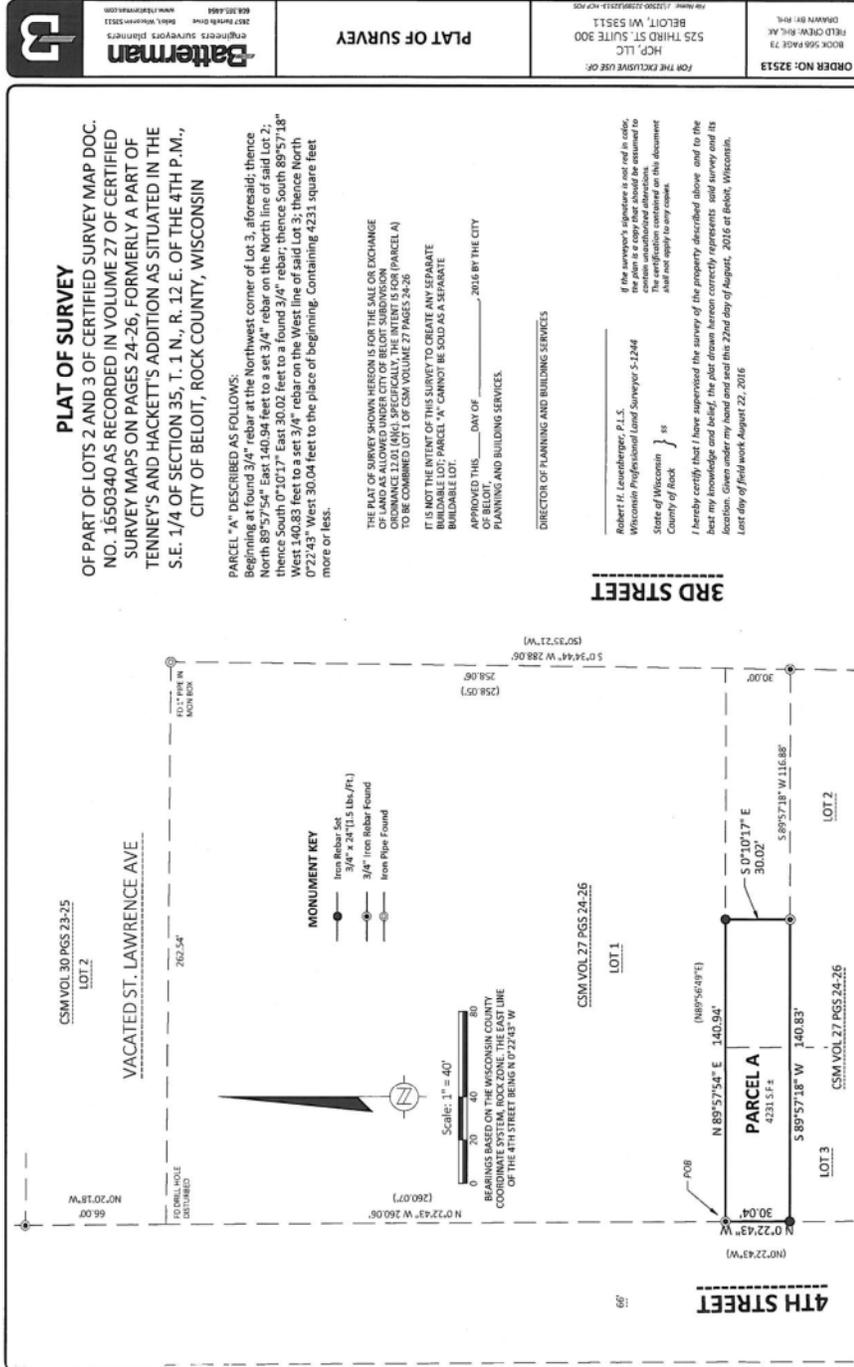
By: \_\_\_\_\_  
Lori S. Curtis Luther, City Manager

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

Approved as to Form:

\_\_\_\_\_  
Elizabeth A. Krueger, City Attorney

# EXHIBIT A Legal Description



**Batterman** ENGINEERS SURVEYORS PLANNERS  
2827 Parkside Drive Beloit, Wisconsin 53511  
608.351.8888 www.batterman.com

**HCP, LLC**  
525 THIRD ST. SUITE 300  
BELOIT, WI 53511  
FOR THE EXCLUSIVE USE OF:  
ORDER NO. 32513  
DRAWN BY: BRL  
FIELD CHECK: RAK

**Topic:** REFERRAL TO PLAN COMMISSION TO ACCEPT A GIFT OF A BRONZE STATUE MEMORIALIZING KEN HENDRICKS TO BE PLACED IN RIVERSIDE PARK

**Date:** October 3, 2016

**Presenter:** Lori S. Curtis Luther

**Department:** City Manager

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**Overview/Background Information:**

Brad Austin, President of Corporate Contractors, Inc. (CCI) has submitted a request to install a bronze statue of Ken Hendricks in Riverside Park. This gift represents the third of three projects that were recommended by Recognition Planning Committee as a way to honor Ken Hendricks for his varied and numerous contributions to the City of Beloit. The proposed statue is shown on the attached rendering and will be a personal gift from Diane Hendricks in memory of her late husband. The same artist that was commissioned to create the bronze statue of President Ronald Reagan known as "Along the Trail" for display at the Ronald Reagan Presidential Library in Simi Valley, CA is commissioned to create the statue of Ken Hendricks.

In December 2007, Ken Hendricks passed away unexpectedly in a tragic accident. The following year, an ad-hoc committee known as the Recognition Planning Committee was formed with community leaders and representatives of his family to explore ways in which to honor his memory. The planning committee, with support of his family, ultimately recommended three proposals; the Hendricks Family Children's Garden at the Beloit Public Library (2009), the renaming of the Henry Avenue Bridge to the Ken Hendricks Memorial Bridge (2012), and a bronze statue of Ken Hendricks in Riverside Park. The proposed location of the statue in Riverside Park is in the area of a 30-year-old gazebo along the asphalt walking/bike path between the lagoon and tennis courts which is in need of replacement or demolition. As part of the gift, Diane Hendricks has offered to demolish the gazebo and install the statue at her full expense.

Ken Hendricks was a nationally known entrepreneur, investor, and community benefactor whose businesses, ideas, and generosity had an extraordinary impact upon the City of Beloit. Ken Hendricks' business acumen and passion for preserving and reusing vacant industrial structures frequently intersected in transformative projects that literally changed the face of Beloit. Examples include the rehabilitation of the former Fairbanks Morse complex into the headquarters for his flagship company – ABC Supply Co., the rehabilitation of the former Beloit Mall into the vibrant Eclipse Center, the rehabilitation of the Vision Beloit building, and the rehabilitation of the shuttered Beloit Corporation campus into the bustling Ironworks campus. The Eclipse Center has continued to evolve into a community-focused cluster of institutional, educational, and financial organizations with a modern, high-quality feel due to façade renovations and infill redevelopment projects. The Ironworks project has repurposed and renovated nearly one million square feet of vacant industrial space into a cutting-edge business campus that is home to companies engaged in software development, high-tech manufacturing, financial and real estate services, recreation, and numerous other sectors.

Ken Hendricks was a pivotal force behind Beloit 2000's riverfront enhancement efforts and led other significant redevelopment projects including the Heritage View building and the Beloit Inn, now known as the Ironworks Hotel and Merrill & Houston's Steak Joint. Ken and Diane Hendricks established dozens of companies that employ thousands of workers in the Greater Beloit area, including Blackhawk Transport & Logistics, American Aluminum Extrusion, Stainless Tank & Equipment, American Construction Metals, Avid Pallet, and many more. Hendricks Commercial Properties and Corporate Contractors Inc. are two Hendricks-created companies that continue to have a monumental impact on Beloit's renaissance through partaking in locally significant projects such as the Northstar facility, Phoenix building, and CCI/Blackhawk office building.

In addition to these many activities, Ken Hendricks served his community by serving on countless boards and committees, and by championing the arts and education through the Ironworks murals, American Industrial Art gallery, Beloit International Film Festival and Hendricks Center for the Arts.

For all the reasons stated herein, it is my recommendation consistent with the former City Manager and the Recognition Planning Committee that the City of Beloit accepts this gift and approves placement of the memorial statue as requested.

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**Action required/Recommendation:**

Referral of this matter to the Plan Commission for consideration and a recommendation. This matter will also be reviewed by the Parks, Recreation and Conservation Advisory Commission.

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**Fiscal Note/Budget Impact:**

Eliminates the City's cost to reconstruct or demolish the gazebo located in Riverside Park. No costs associated with the demolition and installation of the statue will be paid by the City; the project will be fully funded as a gift from Diane Hendricks.

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**Attachments:**

Ken Hendricks Memorial Statue Rendering



FORMER GAZEBO LOCATION  
BRONZE MEMORIAL STATUE  
& BOULDER



**KEN HENDRICKS MEMORIAL STATUE**  
RIVERSIDE PARK  
BELOIT, WISCONSIN





# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Application for a Class “B” Beer and “Class B” Liquor License for J & P Sports House Pub, 443 E. Grand Ave, Joseph A. Jensen (Agent) for the license period October 17, 2016 to June 30, 2017.

**Date:** October 3, 2016

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

**Department:** City Clerk

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### Overview/Background Information:

Joseph A. Jensen is making application to establish his business to be located at 443 E Grand Ave (formerly “the Local”) to be known as J & P Sports House Pub and is applying for a Class “B” Beer and “Class B” Liquor License for the license period October 17, 2016 to June 30, 2017.

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### Key Issues (maximum of 5):

1. J & P Sports House Pub, located at 302 State Street (old location of The Local), in the City of Beloit is requesting to establish a business with a Class “B” Beer and “Class B” Liquor License for the license period October 17, 2016 to June 30, 2017.
2. A complete application with fees has been submitted to the Clerk’s office and was referred to the ABLCC for their October 11<sup>th</sup> agenda by the City Council on October 3<sup>rd</sup>, 2016 via the consent agenda.
3. The ABLCC will review this this application at their October 11<sup>th</sup> meeting.
4. The City Council will take action on the recommendation of the ABLCC at their October 17, 2016 for regular meeting.
5. Should the council vote in favor of the issuing of this license, the clerk will execute proper requests for inspections prior to issuing license.

---

**Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City’s mission.):** Taking action regarding this license conforms to the City’s Strategic Plan by encouraging economic development in the entrepreneurial community while applying sound, sustainable practices to promote high quality 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

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**Action required/Recommendation:** Staff recommends that the City Council accept the recommendation of the ABLCC.

**Fiscal Note/Budget Impact:** Action on this item does not have a significant impact on the City’s budget.

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**Attachments:** Original Alcohol Beverage Retail License Application, Schedule of Appointment of Agent,.



# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) <u>Jensen</u>		(first name) <u>Joseph</u>		(middle name) <u>Allen</u>	
Home Address (street/route) <u>4129 Boulder Dr.</u>		Post Office	City <u>Janesville</u>	State <u>WI</u>	Zip Code <u>53546</u>
Home Phone Number <u>702-217-8976</u>		Age	Date of Birth	Place of Birth <u>Reedsburg</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.

Joseph A Jensen of J+P Sports House Pub  
(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? 30yrs
- 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.)  
1997 Misdemeanor
- 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>SHOOTERS BAR &amp; Grill</u>	Employer's Address <u>326 E Main St Reedsburg</u>	Employed From <u>4-15-2012</u>	To <u>7-1-2016</u>
Employer's Name <u>BACK BAR</u>	Employer's Address <u>1901 Beloit Ave Janesville</u>	Employed From <u>6-5-99</u>	To <u>10-15-2005</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 19 day of Sept, 2016  
[Signature]  
(Clerk/Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires \_\_\_\_\_



Printed on  
Recycled Paper

# 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 J+P Sports House Pub 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 J+P Sports House Pub  
(trade name)

located at 443 E. Grand Ave.

appoints Joseph Jensen  
(name of appointed agent)

4129 Boulder Drive Janesville WI. 53546  
(home address of appointed agent)

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

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

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 30 yrs

Place of residence last year 4129 Boulder Drive Janesville WI 53546

For: J+P Sports House Pub LLC  
(name of corporation/organization/limited liability company)

By: [Signature]  
(signature of Officer/Member/Manager)

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

### ACCEPTANCE BY AGENT

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

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

→ [Signature] 9-19-16 Agent's age \_\_\_\_\_  
(signature of agent) (date)

4129 Boulder Dr. Janesville WI 53546 Date of birth \_\_\_\_\_  
(home address of agent)

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

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

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



## SUPPLEMENTAL QUESTIONNAIRE FOR AGENTS

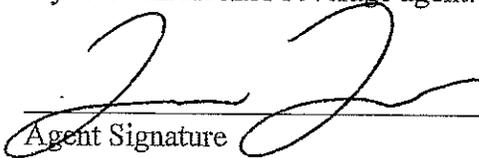
You are required to provide the following information to the City of Beloit to assist in determining whether you meet the qualifications necessary to act as agent for the corporation or limited liability company that has submitted your appointment as agent. (Wis. Stats. 125.04(5) and (6)).

Please attach as many sheets as necessary to provide your answers to the questions below. Your notarized signature is required on the next page and constitutes your sworn statement that the information provided by you is truthful and accurate. It is also necessary that you have a corporate officer sign the second page and have that signature notarized also. The signing and notarization by the corporate officer constitutes a representation to the city that the corporation is requesting that the city rely on the information provided by the agent, which you attach.

### QUESTIONS

1. The law requires that the entity appointing you as agent vest in you, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the license or permittee could have and exercise if it were a natural person. Please state in your own words how you intend to fulfill those duties and exercise your authority.
2. Please describe any previous experience you have had in retail alcohol sales.
3. Please state how many other people will be under your supervision and engaged in alcohol beverage business.
4. Please describe what type of training you will offer to those under your supervision, describe whether the training will be ongoing, and attach any written training materials or policy manuals you intend to rely on.
5. Please describe in detail what training, policy, and procedures you intend to implement to ensure against underage sales.
6. Please describe what other employees will hold licenses to directly dispense alcohol.
7. Please describe whether you are going to be a full time employee and further state whether you either act as an alcohol agent for any other business or hold any other employment.

8. Please state your intended hours or schedule of being physically present at the licensed premises. Your intended hours should be set on a daily, weekly, or monthly basis as appropriate.
9. Please state whether you understand that you can be personally given citations by the police department for such things as underage sales, open after hours, or other alcohol related violations even when you are not on the premises.
10. Please describe any alcohol related violations you have been charged with in the last five (5) years. Provide the date of the offense, the nature of the charge, and the disposition of the matter. If there are none, so state.
11. Please provide any other information you believe that the City of Beloit should be aware of in deciding whether you satisfactorily qualify to be an alcohol beverage agent.

  
 \_\_\_\_\_  
 Agent Signature

Joseph Jensen  
 \_\_\_\_\_  
 Print Agent Name

Subscribed and sworn to be this 19 day of Sept, 2016.

  
 \_\_\_\_\_  
 Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

  
 \_\_\_\_\_  
 Corporate Officer Signature  
 (Designate Office)

Joseph Jensen  
 \_\_\_\_\_  
 Print Corporate Officer Name

Subscribed and sworn to be this 19 day of Sept, 2016.

  
 \_\_\_\_\_  
 Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

1. THE business operating at 443 E Grand Ave to be known as J+P Sports House Pub will run its business to the letter of law for state, County, and federal regulations. It will and its employees will be trained and held to high standards each and everyday. We will be a pillar in the Community and a place of enjoyment and comfort. Want to help the community and City of Beloit grow and prosper. We will install and train all employees to the laws for having alcohol in this business. Every employee will be having the course for serving alcohol to be taken for employment. We feel Beloit is where we want to be and intend to make this ~~business~~ business grow and to show the visitors and Community how great Beloit is.

My authority will be as Owner:

I intend to be very active and to make sure everyone from my G.M. to employees follow to the letter all laws and policies from state to federal. If they cant they wont be employed. I want to be a good and safe place for all. I am intending to up hold and press for all the rules. I make all final decisions and wont put up with rule violations.

2. My experience is a long one, I have worked in the service industry for 20 years. I started as a security moved into bartender and then to manager.

3. To start there will be these employees

- A. Owner
- B. General manager
- C. Head bartender
- D. Head Chef
- E. Waitresses
- F. Security
- G. Bartenders

all employees will be holding the bartending license for them to be employed. In the near future we will have a total of 10 employees total.

4. We will have ongoing training for all employees. I feel that all front of house employees will have bartending license. We will have monthly and quarterly checks and meetings on laws and policies. All new employees will get 1wk or more training till we feel they understand state, county, federal laws as well as the business policy. We will offer this training to all employees.

- 1. I.D. Checking
- 2. How to spot and handle intoxicated people
- 3. Up dating on laws
- 4. Serving alcohol
- 5. When to not serve anymore
- 6. Trained on everything in bar

5. To stop the chances of underage drinking we will show Bartenders, Waitstaff, Door personnel. how to spot the ways I.d.'s can be faked from weight to number changes. Along with any video input we can find and use. We will have policies in place to how, when and who should check and ensure no underage drinkers are allowed in such as.

- A. Security Policy
- B. Waitstaff Policy
- C. Bartender Policy
- D. Managers Policy

For security the Protocol will be

- A. Check Name
- B. Check Picture
- C. Check D.L. Number
- D. Check weight
- E. Bend and look at all numbers
- F. IF have card scanner show how to use and read

Waitstaff, Bartenders and managers all will have training

6. THE other staff who will hold licenses are as follows.

- A Managers
- B Bartenders
- C Waitstaff

7. I will be a hands on owner working as we see needed. Fulltime or partime depends on what I see needs to be done. I dont act as a agent for anyone or any other business. I will work for Direct T.V. for awhile as the business starts up.

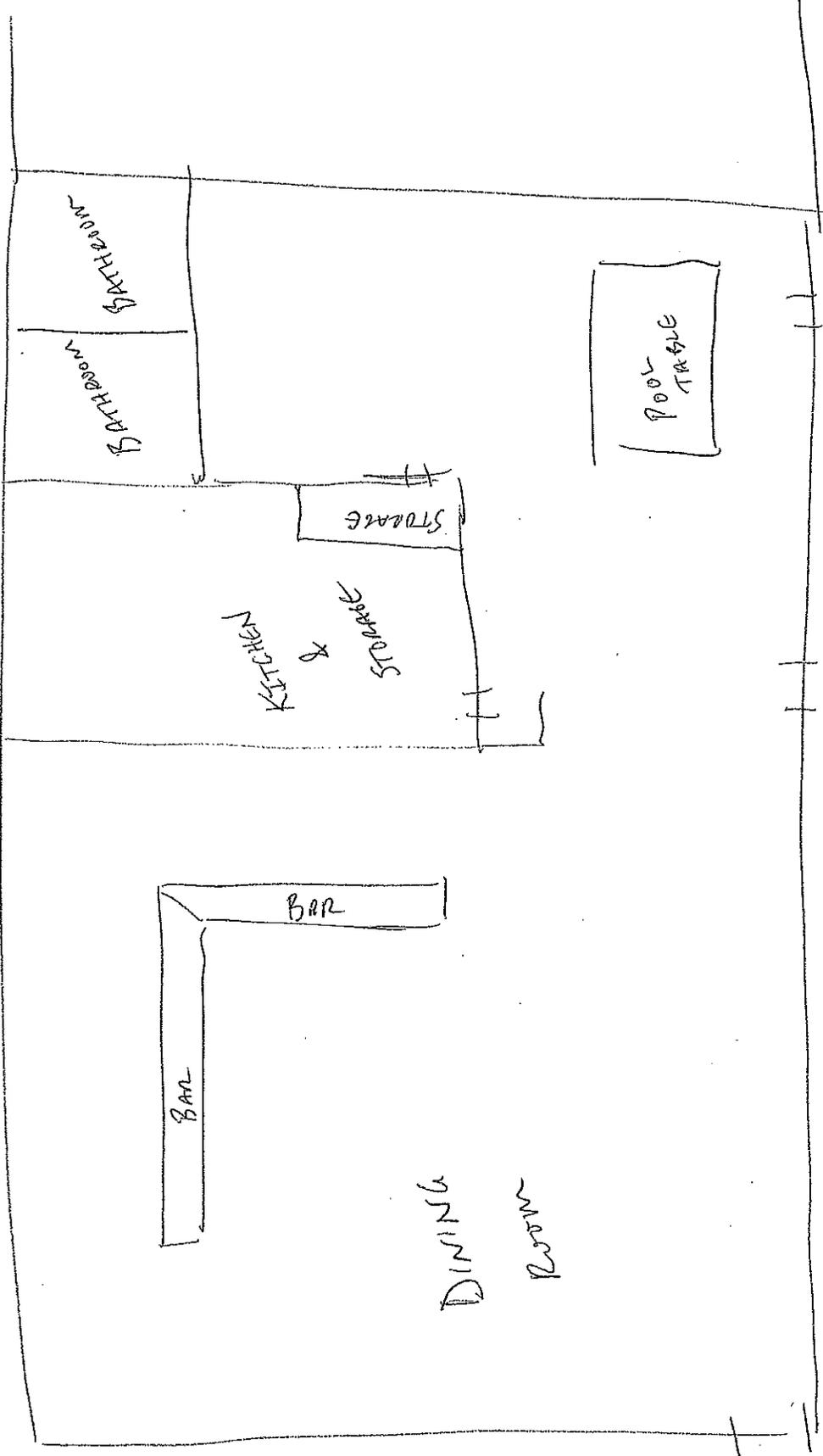
8. My Hours are as follows:

MON - 5pm - CLOSE  
TUE - 5pm - CLOSE  
WED - 5pm - CLOSE  
THUR - 5pm - CLOSE  
FRI - all day 11am - Close  
SAT - 3pm - close  
SUN - 11am - close

9. I fully understand I am held accountable for any violations even if not at the business

10. Have no violation on my record that are Alcohol related.

11. I feel that all my experience in this line of work will be beneficial. I have dealt with many things and situations to make me ready for this next level. I also have the drive and intelligence to make this work. I am also very strict on laws and policies. If you grant me this I feel we will have a good working repour and will be a vital part to belbits change and growth.



443  
E. Grand  
FRONT  
ENTRANCE

PLEASANT



# CITY OF BELOIT

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** Application for a Class "B" Beer License for The Beloit Club, LLC, d/b/a Ironworks Golf Lab, 625 3<sup>rd</sup> Street, Ste 100, Jayme Braatz (Agent) for the license period October 17, 2016 to June 30, 2017.

**Date:** October 3, 2016

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

**Department:** City Clerk

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### Overview/Background Information:

The Beloit Club, LLC d/b/a Ironworks Golf Lab is making application to establish a business to be located at 625 3<sup>rd</sup> Street, Suite 100 to be known as Ironworks Golf Lab and is applying for a Class "B" Beer License for the license period October 17, 2016 to June 30, 2017.

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### Key Issues (maximum of 5):

1. Ironworks Golf Lab will be located at 625 3<sup>rd</sup> Street in Suite 100 in the City of Beloit is requesting to establish a business with a Class "B" Beer License for the license period October 17, 2016 to June 30, 2017.
2. A complete application with fees has been submitted to the Clerk's office and was referred to the ABLCC for their October 11<sup>th</sup> agenda by the City Council on October 3<sup>rd</sup>, 2016 via the consent agenda.
3. The ABLCC will review this application at their October 11<sup>th</sup> meeting.
4. The City Council will take action on the recommendation of the ABLCC at their October 17, 2016 for regular meeting.
5. Should the council vote in favor of the issuing of this license, the clerk will execute proper requests for inspections prior to issuing license.

---

**Conformance to Strategic Plan (List key goals this action would support and briefly discuss its impact on the City's mission.):** Taking action regarding this license conforms to the City's Strategic Plan by encouraging economic development in the entrepreneurial community while applying sound, sustainable practices to promote high quality 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

---

**Action required/Recommendation:** Staff recommends that the City Council accept the recommendation of the ABLCC.

**Fiscal Note/Budget Impact:** Action on this item does not have a significant impact on the City's budget.

---

**Attachments:** Original Alcohol Beverage Retail License Application, Schedule of Appointment of Agent,.

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 16 ;  
ending June 30 20 17

TO THE GOVERNING BODY of the:  Town of } Beloit  
 Village of }  
 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): The Beloit Club, LLC

Applicant's WI Seller's Permit No.:	FEIN Number:
	<u>47-1712641</u>
LICENSE REQUESTED ▶	
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 type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>50.00 Pd 9/28/16</u>
TOTAL FEE	\$

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>Manager Diane M Hendricks</u>	<u>One ABC Pkwy Beloit, WI 53511</u>	
Vice President/Member	<u>President Robert Gerbitz</u>	<u>W3257098 Clearwater, Merton, WI 53029</u>	
Secretary/Member	<u>Secretary Carla Swain</u>	<u>630 Rice Dr, Beloit, WI 53511</u>	
Treasurer/Member			
Agent	<u>Jayme Bratz</u>	<u>2220 Easy St, Beloit, WI 53511</u>	
Directors/Managers			

3. Trade Name Ironworks Golf Lab Business Phone Number TBD  
4. Address of Premises 625 2nd St, Suite 100, Beloit WI 53511 Post Office & Zip Code

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 \_\_\_\_\_ 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.) Main bar at Golf Lab (stored & sold) Records kept in office of Golf Lab

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, brewerites 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 16 day of September 2016  
Cheri A. V. [Signature]  
(Notary/Notary Public) LORLA GOFF  
Notary Public (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)  
State of Wisconsin (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)  
My commission expires 10-5-20

## TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>9-26-16</u>	Date reported to council/board <u>10-3-2016</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

10-3 refer

10-11 ABLEC

10-17 Council

**Supplement to Original Alcohol Beverage License Application (Form AT-106 (R. 4-09))**

8(b). Geronimo Hospitality Group, LLC, a Wisconsin limited liability company, is the sole member of the applicant

8(c). Diane M. Hendricks, the Manager & CEO of the applicant, is the indirect owner and controlling person of Merrill Houston's Steak Joint, LLC, Lucy's #7 Burger Bar, LLC and Eclipse Event Center, LLC all of which have been issued a Class B Fermented Malt Beverages and Class B Intoxicating Liquors License by the City of Beloit, State of WI. Diane M. Hendricks, the Manager & CEO of the applicant, is the indirect owner and controlling person of The Beloit Club, LLC which has been issued a Class B Fermented Malt Beverages and Class B Intoxicating Liquors License by the Town of Beloit, State of WI.

# one required for EACH officer in a corporation

**AUXILIARY QUESTIONNAIRE  
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Hendricks		Diane		M	
Home Address (street/route)		Post Office	City	State	Zip Code
One ABC Parkway			Beloit	WI	53511
Home Phone Number		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.
- Manager & CEO of The Beloit Club, LLC dba Ironworks Golf Lab  
(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? 69 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. see attached  
(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	Employer's Address	Employed From	To
Hendricks Holding	690 Third St, Suite 300, Beloit, WI	2009	Present
Employer's Name	Employer's Address	Employed From	To
ABC Supply Co, Inc	One ABC Parkway, Beloit, WI	1982	Present

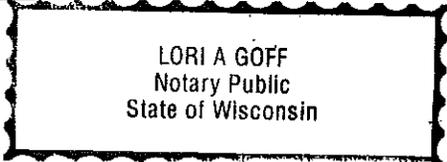
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that 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 16 day of September, 2016  
Lori A. Whelb  
(Clerk/Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires 6-5-20



Printed on Recycled Paper

Wisconsin Department of Revenue

**Supplement to Auxiliary Questionnaire Alcohol Beverage License Application (Form AT-103 (R. 8-11))  
for Diane Hendricks**

**Class B Liquor License for the following entities:**

- Merrill & Houston's Steak Joint, LLC
- Lucy's #7 Burger Bar, LLC
- Eclipse Event Center, LLC
- The Beloit Club, LLC
- I.D. Delafield, LLC

# one required for EACH officer in a corporation

**AUXILIARY QUESTIONNAIRE  
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Gerbitz		Robert		J	
Home Address (street/route)	Post Office	City	State	Zip Code	
W325N7098 Clearwater Dr		Merton	WI	53029	
Home Phone Number	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.
- President & CEO of The Beloit Club, LLC dba Ironworks Golf Lab  
(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? 47
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. See attached  
(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	Employer's Address	Employed From	To
Lang Investments	574 Wells St. Delafield, WI	1998	2008
Intrepid Development	Oconomowoc, WI	1994	1998

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 7 day of September, 2016  
Lori A. Goff  
(Clerk/Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires 6-5-20

LORI A GOFF  
Notary Public  
State of Wisconsin



**Supplement to Auxiliary Questionnaire Alcohol Beverage License Application (Form AT-103 (R. 8-11))  
for Robert Gerbitz**

**Class B Liquor License for the following entities:**

- Merrill & Houston's Steak Joint, LLC
- Lucy's #7 Burger Bar, LLC
- Eclipse Event Center, LLC
- The Beloit Club, LLC
- I.D. Delafield, LLC

# one required for EACH officer in a corporation

**AUXILIARY QUESTIONNAIRE  
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Swain		Carla		Ann	
Home Address (street/route)	Post Office	City	State	Zip Code	
630 Rice Dr		Beloit	WI	53511	
Home Phone Number	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.
  - Secretary/Officer of The Beloit Club LC Ironworks Golf Lab  
(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? 69 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. See attached  
(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	Employer's Address	Employed From	To
Hendricks Holding	690 Third St Suite 300, Beloit, WI	2009	Present
ABC Supply Co, Inc	One ABC Parkway, Beloit, WI	1984	2009

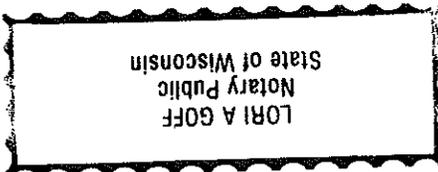
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that 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 6 day of September, 2016  
Ken A. Wherry  
(Clerk/Notary Public)

Carla Swain  
(Signature of Named Individual)

My commission expires 6-5-20



Wisconsin Department of Revenue

**Supplement to Auxiliary Questionnaire Alcohol Beverage License Application (Form AT-103 (R. 8-11))  
for Carla Swain**

**Class B Liquor License for the following entities:**

- Merrill & Houston's Steak Joint, LLC
- Lucy's #7 Burger Bar, LLC
- Eclipse Event Center, LLC
- The Beloit Club, LLC
- I.D. Delafield, LLC

# AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
BRAATZ		JAYME		L	
Home Address (street/route)	Post Office	City	State	Zip Code	
2220 EASY ST		BELOIT	WI	53511	
Home Phone Number	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 **THE BELOIT CLUB, LLC DBA IRONWORKS GOLF LAB**  
(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? 34 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. SEE ATTACHED  
(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	Employer's Address	Employed From	To
FILLING STATION BAR	1414 CRANSTON RD, BELOIT WI	May 2009	May 2012
Employer's Name	Employer's Address	Employed From	To
LIBERTY INN	1901 E LIBERTY AVE, BELOIT WI	Feb 2007	March 2010

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 29 day of August, 2016.  
Ben A. V. Goff  
(Notary Public)

[Signature]  
(Signature of Named Individual)

My commission expires 6-5-20



Q.#4

**Supplement to Auxiliary Questionnaire Alcohol Beverage License Application (Form AT-103 (R. 8-11))  
for Jayme Braatz**

- Merrill & Houston's Steak Joint, LLC
- Eclipse Event Center, LLC

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

Submit to municipal clerk.

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

To the governing body of:  Town  Village of BELOIT County of ROCK  
 City

The undersigned duly authorized officer(s)/members/managers of THE BELOIT CLUB, LLC DBA IRONWORKS GOLF LAB  
(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 IRONWORKS GOLF LAB  
(trade name)

located at 625 4D ST, SUITE 100, BELOIT, WI 53511

appoints JAYME L BRAATZ  
(name of appointed agent)  
2220 EASY ST, 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).  
MERRILL & HOUSTON'S STEAK JOINT, LLC

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? 34 YRS

Place of residence last year 2220 Easy St, Beloit, WI 53511

For: THE BELOIT CLUB, LLC DBA IRONWORKS GOLF LAB  
(name of corporation/organization/limited liability company)

By: [Signature] - Robert Gerwitz - President & CEO  
(signature of Officer/Member/Manager)

And: [Signature] - Carla Swain - Secretary  
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**

I, JAYME BRAATZ,  
(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] 08/29/2016 Agent's age \_\_\_\_\_  
(signature of agent) (date)  
2220 EASY ST, 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)



## SUPPLEMENTAL QUESTIONNAIRE FOR AGENTS

You are required to provide the following information to the City of Beloit to assist in determining whether you meet the qualifications necessary to act as agent for the corporation or limited liability company that has submitted your appointment as agent. (Wis. Stats. 125.04(5) and (6)).

Please attach as many sheets as necessary to provide your answers to the questions below. Your notarized signature is required on the next page and constitutes your sworn statement that the information provided by you is truthful and accurate. It is also necessary that you have a corporate officer sign the second page and have that signature notarized also. The signing and notarization by the corporate officer constitutes a representation to the city that the corporation is requesting that the city rely on the information provided by the agent, which you attach.

### QUESTIONS

1. The law requires that the entity appointing you as agent vest in you, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the license or permittee could have and exercise if it were a natural person. Please state in your own words how you intend to fulfill those duties and exercise your authority.
2. Please describe any previous experience you have had in retail alcohol sales.
3. Please state how many other people will be under your supervision and engaged in alcohol beverage business.
4. Please describe what type of training you will offer to those under your supervision, describe whether the training will be ongoing, and attach any written training materials or policy manuals you intend to rely on.
5. Please describe in detail what training, policy, and procedures you intend to implement to ensure against underage sales.
6. Please describe what other employees will hold licenses to directly dispense alcohol.
7. Please describe whether you are going to be a full time employee and further state whether you either act as an alcohol agent for any other business or hold any other employment.

8. Please state your intended hours or schedule of being physically present at the licensed premises. Your intended hours should be set on a daily, weekly, or monthly basis as appropriate.
9. Please state whether you understand that you can be personally given citations by the police department for such things as underage sales, open after hours, or other alcohol related violations even when you are not on the premises.
10. Please describe any alcohol related violations you have been charged with in the last five (5) years. Provide the date of the offense, the nature of the charge, and the disposition of the matter. If there are none, so state.
11. Please provide any other information you believe that the City of Beloit should be aware of in deciding whether you satisfactorily qualify to be an alcohol beverage agent.

*[Handwritten Signature]*  
 Agent Signature  
Jaime Braatz  
 Print Agent Name

Subscribed and sworn to be this 30 day of August, 2016



*[Handwritten Signature]*  
 Notary Public LORI A. GOFF  
 My Commission Expires: 6-5-20

*[Handwritten Signature]*  
 Corporate Officer Signature  
 (Designate Office)  
Robert Gerbitz, President & CEO  
 Print Corporate Officer Name

Subscribed and sworn to be this 9 day of September, 2016.



*[Handwritten Signature]*  
 Notary Public LORI A. GOFF  
 My Commission Expires: 6-5-20

1. I, Jayme Braatz, will abide by all rules and regulations set by city and state pertaining to the sale of alcohol on the premises of the Ironworks Golf Lab. The persons responsible for the sale will be licensed and will be held accountable for any and/or all unlawful acts. The persons distributing the consumable beverages will be certified and trained under the Wisconsin Responsible Beverage Course as well as educated on all laws and guidelines set by the City of Beloit, the State of Wisconsin as well as the Ironworks Golf Lab.

I will regularly update the certified employees on any new laws and/or guidelines provided to me by the Wisconsin Restaurant Association, the City of Beloit and the State of Wisconsin. I will provide a trained and managed staff to be the distributors of the consumable beverages on the premises of the Ironworks Golf Lab.

Employees who do not comply with such rules, guidelines and laws will be subject to termination.

2. I have been in the hospitality industry for twenty years. I have retained a current Responsible Beverage Certification for seventeen years. My resume includes:
  - a. The Landing/Castaways-Busser/Server/Bartender 1996-2000
  - b. Hanson's Tavern-Bartender/Bar Manager 2000-2006
  - c. Glen Erin Golf Club-Assistant Food and Beverage Manager 2003-2006
  - d. The Rock Bar and Grill-General Manager/Agent 2006-2008
  - e. Liberty Inn-Bartender/Bar Manager/Bookkeeper 2008-2009
  - f. Gophers Filling Station-Bartender/Bar Manager 2009-2012
  - g. Merrill & Houston's Steak Joint-General Manager/Agent 2012-Present
  - h. Eclipse Event Center, LLC-General Manager/Agent 2014-Present
3. Six
4. Any and all staff executing the sale of any and all alcoholic beverage at the Ironworks Golf Lab will be required to pass the Responsible Beverage Certification for the State of Wisconsin. They will be required to keep their certification current and adhere to the City of Beloit's requirements. Regular updates on new laws and regulations will be provided to the staff in the form of written documentation, authorized by me as agent and acknowledged by all employees.
5. There will be a zero tolerance policy in place in regards to the sale of alcoholic beverages to a minor. All guests under the age of thirty-five will need to provide appropriate documentation showing they are of the age of twenty-one or older.
6. All staff, inclusive of management, over the age of eighteen will be required to obtain a Responsible Beverage Certification from the State of Wisconsin.
7. I am employed to oversee multiple venues for Geronimo Hospitality Group, subsequently under the ownership of Hendricks Commercial Properties. I am the General Manager of Merrill & Houston's Steak Joint and the Eclipse Event Center and currently act as Agent for both entities.
8. I intend to be present on the property of the Ironworks Golf Lab once weekly but my physical presence may vary depending on the incline or decline of business; however, I will not permit the sale of alcoholic beverages before the hour of 10am or after the hour of 10pm seven days a week.
9. Understood.
10. None

11. The intent of the sale of alcoholic beverages at the Ironworks Golf Lab is to provide similar services for our guests of which they would receive under regular golfing circumstances.



**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF БЕЛОIT AND  
TMD WISCONSIN LLC**

WHEREAS, TMD Wisconsin LLC (TMD) has chosen to locate an manufacturing production facility in Beloit, Wisconsin; and

WHEREAS, the City of Beloit and the State of Wisconsin have established and implemented policies of providing aggressive incentives to encourage and incentivize companies to build in the State of Wisconsin and the City of Beloit in order to create jobs and increase the tax base; and

WHEREAS, as a result of the TMD's analysis of the incentives offered by the State of Wisconsin and the City of Beloit, TMD has chosen to locate its facility in the City of Beloit; and

WHEREAS, the City Council finds that it is in the best interest of the City of Beloit for TMD to locate its manufacturing production facility in the City of Beloit.

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Beloit be, and is hereby, authorized to execute the attached Development Agreement, including the incentives therein, and do all things necessary, including the execution of any necessary documents, to implement all the provisions contained therein and any such other actions in furtherance of this development on behalf of the City of Beloit.

Adopted this 3<sup>rd</sup> day of October, 2016.

City Council of the City of Beloit

\_\_\_\_\_  
David F. Luebke, President

Attest:

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

## REPORTS AND PRESENTATIONS TO CITY COUNCIL

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**Topic:** RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF БЕЛОIT AND TMD WISCONSIN LLC

**Date:** October 3, 2016

**Presenter:** Andrew Janke

**Department:** Economic Development

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### Overview/Background Information:

In April 2016, City Council authorized the sale of 2401 Stateline Road, Beloit, WI to Hendricks Commercial Properties (HCP). The City sold this 30 acre parcel to HCP for \$1.00 as an incentive to begin construction on a 100,000 square foot speculative (spec) industrial/warehouse building. Shortly after closing on the property HCP began construction on the building and began a marketing campaign to attract a tenant(s).

During this time frame, Toledo Molding & Die (TMD) was conducting a regional site selection search to locate a new manufacturing facility. TMD is a manufacturer of interior/ cockpit and hard trim components for the automotive industry. The company has an agreement to supply interior components for the new Jeep Cherokee platform that will be manufactured at the Belvidere Assembly Plant in Belvidere Illinois. As a "just-in-time" supplier, TMD was interested in securing a facility close to Belvidere and contemplated sites in northern Illinois and southern Wisconsin. After considering several sites, TMD has chosen to lease the entire 100,000 square foot spec building currently under construction at 2401 Stateline Road, Beloit, WI.

To incentivize TMD to select a site in Beloit, Wisconsin, both the Wisconsin Economic Development Corporation (WEDC) and the City of Beloit have offered incentive packages to the company. WEDC will be providing a refundable (grant) tax credit allocation in the amount up to \$750,000. The City of Beloit, by the proposed Development Agreement, is proposing to provide a TID-funded Equipment Moving Grant in the amount of \$100,000. The Grant will provide assistance for TMD to move its equipment and operations to the City of Beloit.

As TMD will be occupying the entire 100,000 square foot building that HCP has under construction at the project site as part of Phase I of the development, HCP will begin construction on Phase II of the project in the spring of 2017. Phase II will involve construction of a mirror-image 100,000 square foot building to the east of the building that will be occupied by TMD.

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### Key Issues:

The attached Development Agreement has been negotiated with TMD and several key issues are highlighted below:

1. The Agreement requires TMD to enter into an agreement with HCP to lease 2401 Stateline Road thru mid-2024.
  2. TMD will invest approximately \$7,000,000 in private capital investment at the project site.
  3. TMD is expected to begin partial operations at the project site by February 29, 2017 and be fully operational by May 31, 2017.
  4. The City will provide TMD with a \$100,000 Equipment Moving Grant for costs TMD may incur to move manufacturing equipment to the project site.
  5. The Grant is conditioned upon TMD creating 95 full-time positions by December 31, 2018 at an average hourly wage of \$16.00 an hour. Should TMD fail to create the positions, the Agreement provides for a clawback provision whereby TMD will be required to pay back a prorated portion of the Equipment Moving Grant.
- 

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

This business development project clearly supports Goal #2 of the City of Beloit's Strategic Plan since it will result in the creation of new jobs and will leverage new private investment.

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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 project achieves this by potentially creating good paying jobs as tenant(s) are recruited. The project will also be developed in an existing industrial park and therefore will not contribute to urban sprawl.
- 

**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 staff recommend approval of the Development Agreement

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### Fiscal Note/Budget Impact:

Sufficient cash flow will be available to finance the proposed TID-funded incentives and will generate additional increment to TID # 8 particularly as the project enters Phase II and III.

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### Attachments:

Development Agreement and Resolution

## DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is made this 3<sup>rd</sup> day of October, 2016, by and between the City of Beloit, a Wisconsin municipal corporation, with its principal place of business located at 100 State Street, Beloit, Wisconsin 53511 (hereinafter "City") and TMD Wisconsin LLC, (hereinafter "TMD") a Wisconsin limited liability company with its principal place of business located at 2401 Stateline Road, Beloit, Wisconsin 53511.

### RECITALS

**WHEREAS**, the CITY recently conveyed a 30-acre industrial development site located at 2401 Stateline Road in the City of Beloit, Rock County, Wisconsin to Hendricks Commercial Properties, LLC (hereinafter "HCP") for the construction of a 100,000 square foot industrial building; and

**WHEREAS**, such construction is expected to be substantially completed by late 2016 or early 2017; and

**WHEREAS**, TMD wishes to lease the entire 100,000 square foot building and use the space to manufacture interior hard trim components for the automotive industry (hereinafter "Project Site"); and

**WHEREAS**, TMD has explored several alternative locations for its proposed manufacturing operations; and

**WHEREAS**, the CITY wish to encourages TMD to lease the building and to conduct manufacturing activities in the City of Beloit.

**NOW, THEREFORE**, for and in consideration of the foregoing promises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and TMD (collectively as the "Parties") do hereby covenant and agree as follows:

1. **LEASE AND CAPITAL INVESTMENT.** TMD shall provide evidence that it has entered into a lease with HCP, or its assigns or nominee, for the 100,000 square foot building located at 2401 Stateline Road. Such lease shall be incorporated herein and attached hereto as ***Exhibit A***. The lease terms shall call for a commencement of the lease in late 2016 or early 2017 and remain in effect through June 2024. TMD intends to make approximately \$7,000,000 in private capital expenditures to the building in preparing it for manufacturing operations.

2. **PROJECT COMMENCEMENT AND COMPLETION.** Subject to Unavoidable Delays, defined herein, TMD shall commence work at the Project Site no later than the beginning of the lease with HCP. TMD expects to be partially operational by February 28, 2017 and fully operational by May 31, 2017. "Unavoidable Delays" means delays outside of the reasonable control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the improvements being constructed, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, delays in Fiat Chrysler Automobile's launch of the Cherokee vehicle at the Belvidere Assembly Plant, or acts of federal, state or local government unit which directly results in delays.

3. **WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) PARTICIPATION.** TMD shall issue a written commitment from WEDC indicating that it has approved a refundable Business Development Tax Credit in the amount of up to Seven Hundred Fifty Thousand Dollars (\$750,000), and all conditions precedent to the disbursement of such credits shall be satisfied. A copy of that commitment shall be incorporated herein and is attached hereto as Exhibit B.

4. **EQUIPMENT MOVING GRANT.** CITY shall provide TMD with a grant in the amount of One Hundred Thousand Dollars (\$100,000) for costs that TMD may incur to move manufacturing equipment to the Project Site, including but not limited to, disassembling, crating packaging, shipping cartage, assembly, and installation. TMD shall document the usage of the Equipment Moving Grant Funds by providing receipts or other evidence of those moving costs satisfactory to CITY in a timely fashion.

5. **JOB CREATION.** TMD shall create one hundred eighteen (95) full-time positions at the Project Site no later than December 31, 2018 or on such other date as the Parties shall mutually agree in writing. The average hourly wage of the 95 positions shall be approximately \$16.00 per hour. If TMD fails to create 95 full-time positions within the time required, TMD shall repay to the City a portion of the Equipment Moving Grant in an amount equal to the percentage difference between the 95 jobs and actual number of jobs created at the Project Site. (For example, if TMD receives \$100,000 of the Grant and TMD only creates 80 jobs, TMD shall be required to repay \$15,789 or 15.789% of the Equipment Moving Grant ( $15/95 = 15.789\%$ ;  $\$100,000 * 15.789\% = \$15,789$ .)

**6. INVESTMENT IN GREATER BELOIT ECONOMIC DEVELOPMENT CORPORATION (GBEDC).** In further consideration of the Equipment Moving Grant, TMD shall immediately become an investor in GBEDC. As an investor, TMD will be expected to promptly pay annual investment dues to GBEDC. Said dues are set on an annual calendar year basis and, with respect to TMD, shall not exceed \$1,500 per year. Said dues are payable on an annual basis. For the first year of this Agreement, TMD shall pay a prorated amount reflecting the number of months from execution or other later date as determined by GBEDC. TMD's obligation to pay such dues shall continue through the final calendar year during which TMD leases the project site from HCP.

**7. REPRESENTATIONS AND WARRANTIES OF TMD.**

- a. TMD Wisconsin LLC, a Wisconsin limited liability company represents and warrants to CITY that it is an organization duly organized and existing under the laws of the State of Wisconsin and authorized to do business in the State of Wisconsin and is in good standing.
- b. At the time of the execution of this Agreement, TMD agrees to provide CITY with a certified copy of a corporate resolution authorizing the person(s) designated as a signatory below to execute this Agreement on behalf of TMD.
- c. TMD represents and warrants to CITY that the execution and delivery of this Agreement, the consummation of the transactions contemplated in this Agreement, and the execution and delivery of the documents required by TMD in connection therewith will not violate any provision of TMD's articles of incorporation, bylaws, contractual obligations with others, including lenders, or any applicable local, state, or federal law.

**8. REPRESENTATIONS AND WARRANTIES OF CITY.**

- a. The City represents and warrants to TMD that it is a municipal corporation duly organized and existing under the laws of the State of Wisconsin.
- b. The City represents and warrants to TMD that the execution and delivery of this Agreement and the consummation of the transactions contemplated in this Agreement has been duly approved by the City and is binding upon it in accord with its terms.

9. **NONDISCRIMINATION.** TMD 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 Agreement is subcontracted by TMD, TMD shall include in such subcontract, a provision prohibiting the subcontractor from discriminating against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation. This provision is inserted herein in compliance with section 1.09 of the Code of General Ordinances of the City of Beloit, and shall be interpreted so as to carry out the intent of said ordinance.

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

11. **SEVERABILITY.** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties regarding this project. All prior negotiations and discussions have been merged into this Agreement.

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

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

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

16. **ASSIGNMENT.** TMD may not assign its interest in this Agreement to a third party without the prior written consent of CITY which consent shall not be unreasonably withheld, conditioned or delayed.

17. **INDEMNIFICATION.** Each party hereby agrees to defend and hold the other Parties, their officers, agents and employees harmless from any liability for any claims, including reasonable attorney's fees, arising out of its acts or omissions or the acts or omissions of its officers, agents and employees.

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

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

20. **DEFAULT AND NOTICE OF DEFAULT.** In the event any party fails to comply with or perform any of the covenants, agreements and obligations to be performed by that party under the terms and provisions of this Agreement, the other party shall be entitled to pursue any and all remedies available at law or in equity including, without limitation, a suit for specific performance of this Agreement. Any party seeking to enforce its rights hereunder may do so only after giving advance written notice to the other party reasonably identifying the alleged breach and giving the breaching party thirty (30) days in which to cure the alleged breach, unless the cure cannot reasonably be completed within said thirty (30) day period, at which time the cure period will be extended by a reasonable time necessary for said cure.

21. **NOTICES:** Notices to the Parties to this Agreement shall be as follows:

To the **CITY:** City of Beloit  
Attention: City Manager  
100 State Street  
Beloit, WI 53511

To **TMD:** TMD Wisconsin LLC  
Attention: President and CEO  
2401 Stateline Road  
Beloit, WI 53511

22. **COUNTERPART.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same Development Agreement. Any counterparts of this Development Agreement may be executed and delivered by any party by facsimile or by e-mail transmission in portable document format (“PDF”) and any document so executed and delivered shall be considered an original for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in its name and behalf on or as of the date first written above.

*Signature Pages to Follow*



Dated: \_\_\_\_\_

TMD Wisconsin LLC

By: \_\_\_\_\_

Stephen P. Ciucci

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the above-named Stephen P. Ciucci to me known to be such \_\_\_\_\_ of TMD Wisconsin LLC and to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

**LEASE**

**Between**

**WILLOWBROOK STATELINE, LLC**

**as Landlord**

**and**

**TMD WISCONSIN LLC**

**as Tenant**

Reference Data

Premises Address: 2401 Stateline Road  
Beloit, WI 53511

Premises Square Footage: 99,400 SF Warehouse  
5,600 SF Office  
105,000 +/- SF Total

Tenant's Proportionate Share: 100%

Initial Monthly Base Rent:

Security Deposit:

Rent Commencement Date: To be determined in accordance with the terms of this Lease and confirmed by the future execution of the Exhibit D Commencement Certificate.

TMD Wisconsin LLC  
2401 Stateline Road, Beloit, WI  
Execution Version - 9.13.16

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June 16, 2016

Stephen P. Ciucci, President and CEO  
Toledo Molding & Die, Inc.  
1429 Coining Drive  
Toledo, OH 436612

Dear Mr. Ciucci:

It is my understanding that Toledo Molding & Die, Inc. is reviewing options for establishing a new manufacturing facility, and that options in Rock County, Wisconsin and in Illinois are being considered for this project. I have been informed by staff that the project includes the creation of at least 118 new full-time positions with an average hourly wage of \$16.86, and the initial estimate of project capital expenditures is approximately \$7,975,000.

To assist with the project, the Wisconsin Economic Development Corporation (WEDC) stands ready to work with you to evaluate ways in which we can positively impact the decision making process. WEDC is focused on financial incentives for job creation, job retention, capital expenditures, and training; as well as technical assistance and expedited permitting. We are committed to working aggressively and creatively to meet your specific needs.

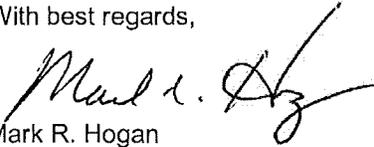
Based upon our preliminary understanding of the project, we would envision an investment of WEDC resources consisting of refundable tax credits in an amount of up to \$500,000.

Additionally, because innovations in the manufacturing industry continue to create a competitive advantage for our state, we provide specific incentives to manufacturers to maximize their production here. The Wisconsin Manufacturer's Tax Credit is a corporate income and franchise tax credit that is calculated based on a specified percentage of the qualified production income that a claimant derives from property assessed as manufacturing or agricultural property in Wisconsin. In 2016 and thereafter, the credit will be fully phased in at 7.5% of production income, which basically serves to offset tax rates otherwise applicable, resulting in an effective corporate tax rate of approximately 0.4%.

This is not an offer. It is only a preliminary estimate contingent on the receipt of a completed application, WEDC's underwriting and review, the availability of funds, and approval by WEDC executive management.

WEDC is eager to work directly with your company to identify how we can assist with this very important project in Rock County, Wisconsin. To begin a more detailed discussion around your project or to get answers to any questions you might have, please don't hesitate to contact Regional Economic Development Director Mary Gage, at 608-210-6750.

With best regards,

  
Mark R. Hogan  
Secretary & CEO

cc: Mary Gage, Regional Economic Development Director



201 W. Washington Avenue  
Madison, WI 53703

P.O. Box 1687  
Madison, WI 53701

608.210.6700  
855-INWIBIZ  
wwisconsin.com

