AGENDA
BELOIT CITY COUNCIL REGULAR MEETING
City Hall Forum - 100 State Street, Beloit, WI 53511
6:00 PM
Monday, September 21, 2026

Public Comments via email are welcome. If you would like to provide public comment for the Public Comment section of the Agenda, please submit those to PublicComment@beloitwi.gov by 12:00 noon on Monday, September 21, 2026.

1. CALL TO ORDER AND CONFIRMATION OF QUORUM

2. PLEDGE OF ALLEGIANCE

3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS

   3.a. Proclamation 2026-019 Recognizing Hispanic Heritage Month (Adama)
   Attachment

4. PUBLIC HEARINGS

5. PUBLIC COMMENTS

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.

   6.a. Consider the approval of the regular meeting minutes of September 8, 2026 (Wallendal)
   Attachment

   6.b. Consideration of Resolution 2026-132 approving applicants for an Alcohol Beverage Operator's (Bartender's) License for years 2025-2027 (Wallendal)
   Attachment

   6.c. Consideration of Resolution 2026-118 Authorizing Final Payment of Public Works Contract C25-01, E. Grand Avenue Reconstruction
   Attachment

   6.d. Consideration of Resolution 2026-129 Awarding Public Works Project C26-12, Transit Center Parking Lot (Frisbee)
   Attachment

   6.e. Consideration of Resolution 2026-131 Awarding Public Works Contract C26-02, Colley Road Watermain Extension (Frisbee)
   Attachment

6.f. Referral to ABLCC: An Application for a new Class "B" Beer and a Reserve "Class B" Intoxicating Liquor License for Ho-Chunk Nation, d/b/a Ho-Chunk Gaming Beloit, located at 777 Willowbrook Road, Beloit, WI, Bernice Twinn, Agent.
Attachment

7. LICENSES

8. ORDINANCES

8.a. Consideration of Ordinance No. 3922 Establishing Stop Signs on Lenox Avenue at Ritsher Street (Frisbee) Second Reading
Attachment
Substitute Amendment #1

9. APPOINTMENTS

The individuals named below have been nominated for a seat on a city board, committee or commission. Each nomination is subject to confirmation by the City Council, approval of appointment will be accomplished by one motion unless a council member requests to take up a nomination separately, in which event the nomination will be removed from the General Order of Business and considered at this point on the agenda.

9.a. Appointments
Attachment

10. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

11. CITY MANAGER PRESENTATION

11.a. The City Manager will provide an update on the Climate Action Plan

11.b. The City Manager will provide an update on the Strategic Plan Process. (With consent of council, this item will be moved up on the agenda to after the Special Orders of the Day and Announcements)

12. REPORTS FROM BOARDS AND CITY OFFICERS

12.a. Consideration of Resolution 2026-122 Approving the Beloit Youth Hockey Association Edwards Ice Arena Refrigeration System Replacement Comprehensive Fundraising Plan (Frisbee)
Attachment

12.b. Consideration of Resolution 2026-134 approving a Facility Use Agreement for Edwards Ice Arena and a portion of the Pohlman Administration Building between the City of Beloit and Beloit College (Frisbee)
Attachment

12.c. The City Council may adjourn into closed session pursuant to Wis. Stats. section 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and section 19.85(1)(g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect

to litigation in which it is or is likely to become involved, namely (1) to discuss a development agreement with NG Creek Woods Land, LLC, for the development of the Creek Woods subdivision; and (2) to discuss a potential collective bargaining agreement with the IAFF Local #583 Fire Union. The council may reconvene into open session.

13. 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 (608) 364-6680, 100 State Street, Beloit, WI 53511.

Rebecca Wallendal
City of Beloit Clerk-Treasurer
www.beloitwi.gov

Regular City Council meetings occur on the first and third Mondays of the month. Meetings are televised on Charter Cable Access digital channel 992 and are live streamed via the Beloit Access Television (BATV) YouTube Channel. Council meetings are rebroadcast on Charter Cable Access digital channel 992 and are archived on the BATV YouTube Channel for viewing at your leisure.

City of Beloit

PROCLAMATION

WHEREAS, Hispanic Heritage Month provides an opportunity to recognize and celebrate the rich history, cultures, traditions, achievements, and contributions of Hispanic and Latino people in the United States, while honoring the many generations who have helped strengthen and enrich our communities; and

WHEREAS, the Latino community is an important and valued part of the City of Beloit, contributing to the vitality of our neighborhoods, schools, businesses, workforce, cultural life, and community organizations, while sharing traditions, talents, and experiences that make Beloit a stronger and more vibrant community; and

WHEREAS, La Preferida Beloit and Balet Folklorico Juvenil Sangre Mexicana De Beloit are hosting Festival Latinoamericano on September 19 and 20 at Riverside Park, and the School District of Beloit and LULAC Council #338 are hosting the 5th Annual Multicultural Stateline Hispanic Heritage Celebration on October 10, 2026, at Riverside Park; and

WHEREAS, this year's theme, UNIDOS, SOMOS MÁS (TOGETHER, WE ARE MORE), reminds us that our community is stronger when we recognize our shared humanity, celebrate our differences, and come together to create opportunities for connection, understanding, and belonging for all;

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Beloit does hereby recognize and celebrate September 15 to October 15, 2026, as Hispanic Heritage Month, and encourages all residents to join in honoring the history, culture, accomplishments, and contributions of the Latino community and to embrace the spirit of UNIDOS, SOMOS MÁS.

Presented this 21st day of September, 2026.

BELOIT CITY COUNCIL

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Kevin Day, President

ATTEST:

_____

Rebecca Wallendal, City Clerk-Treasurer

2026-019

PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 6:00 PM
Tuesday, September 8, 2026

1) CALL TO ORDER AND CONFIRMATION OF QUORUM
Present: Kevin Day, Yusuf Adama, Nancy V. Forbeck, Kevin Leavy, Sherry Blakeley, Jim White, Marty Densch
Absent: None

2) PLEDGE OF ALLEGIANCE

3) SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS - None

4) PUBLIC HEARINGS - None

5) PUBLIC COMMENTS
Dr. Kenda Roman, Beloit – support for Chief Stewart
Gayle Bliss, Beloit – support for Ordinance 3922 stop signs on Lenox Ave.

6) CONSENT AGENDA
Jim White moved to remove item 6c from Consent Agenda.
Motion by Yusuf Adama, seconded by Nancy V. Forbeck, to adopt the Consent Agenda items 6a, 6b, 6d, 6e, as presented. Motion carried.
6.a. Consider the approval of the regular meeting minutes of August 17, 2026 (Wallendal) Attachment
6.b. Consideration of Resolution 2026-127 approving applicants for an Alcohol Beverage Operator's (Bartender's) License for years 2025-2027. File 9126 Attachment
6.c. Consideration of Resolution 2026-126 Authorizing Submission of an Application for a Lead Hazard Reduction and Healthy Homes Grant. File 7977 Attachment
Deputy Community Development Director Bown presented.
Motion by Nancy V. Forbeck, seconded by Marty Densch, to adopt Resolution 2026-126 as presented. Motion carried.
6.d. Consideration of Resolution 2026-125 Awarding Public Works Contract C26-26 Willowbrook Road – Bridge Project (B-53-392) File 9133 Attachment
6.e. Consideration of Resolution 2026-123 Approving Cooperative Agreement 24-2026 between Ho Chunk Nation Transportation Authority, Inc. and the CIty of Beloit for Willowbrook Road Bridge Reconstruction Project. File 8525 Attachment

7) LICENSES - None

8) ORDINANCES

DRAFT

8.a. Consideration of Ordinance No. 3913 to Repeal and Recreate section 1.88 and to Create section 1.90 of the Code of General Ordinances of the City of Beloit pertaining to the separation of the Police and Fire Commission into an independent Police Commission and a Joint Fire Commission with the Town of Beloit in connection with the consolidation of fire and emergency medical services, second reading. File 6114 Attachment
Motion by Sherry Blakeley, seconded by Nancy V. Forbeck, to adopt Ordinance 3913 as presented. Motion carried.
8.b. Consideration of Ordinance No. 3922 Establishing Stop Signs on Lenox Avenue at Ritsher Street (Frisbee) First Reading Attachment.
Public Works Director Frisbee presented.
Motion by Yusuf Adama, seconded by Marty Densch, to layover Ordinance 3922 for a second reading. Motion carried.

9) APPOINTMENTS - None

10) COUNCILOR ACTIVITIES AND UPCOMING EVENTS
Jim White – No report
Marty Densch – I attended the ad-hoc committee meeting for Turtle Creek Park where they discussed new signage explaining the racial history of the park. Big Hill Park turns 100 this year, and Welty Environmental Center will be having special events this month.
Sherry Blakeley – no report
Kevin Leavy – The Turtle Creek Park history is an important part of Beloit, please go see the park. Congratulations to the Police Department for continuing to serve the community despite recent negative comments.
Nancy V. Forbeck – I also attended the Turtle Creek Park tour and enjoyed the improvements there.
Yusuf Adama – This Saturday is Black Dollar Day, and I encourage people to shop in our community.
Kevin Day – Thank you to Drew Pennington for being the MC for the USS Beloit crew this weekend. Heritage Days are coming up September 11-13. Fields Park and Merrill Park are also getting playground improvements.

11) CITY MANAGER PRESENTATIONS
11.a. Presentation about the status of the Unified Development Ordinance project
11.b. Update on Police Department Facility Project

12) REPORTS FROM BOARDS AND CITY OFFICERS
12.a. Consideration of Resolution 2026-121 approving a Memorandum of Understanding Between the City of Beloit and the School District of Beloit for the School Resource Officer Program, 2026-2027 School Year. File 8970 Attachment
City Manager Ortiz Hernandez presented.
Motion by Nancy V. Forbeck, seconded by Sherry Blakeley, to adopt Resolution 2026-121 as presented. Motion carried.
12.b. The City Council may adjourn into closed session pursuant to Wis. Stats. section 19.85(1) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and section 19.85(1)(g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become

DRAFT

involved, namely to (a) discuss providing fire suppression and/or emergency medical services to the Town of Turtle and Town of Rock; and (2) authorizing the City Manager to enter into an agreement with a consultant for an independent assessment of the Beloit Police Department. The council may reconvene into open session.
Motion by Kevin Leavy, seconded by Nancy V. Forbeck, to enter into closed session at 7:30 p.m. Motion carried.
Council did not return to open session.

13) ADJOURNMENT
Motion by Nancy V. Forbeck, seconded by Yusuf Adama, to adjourn at 8:47 p.m. Motion carried.

_____
Rebecca Wallendal, City Clerk-Treasurer

www.beloitwi.gov
Date approved by City Council:[Insert date here]

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CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**Proposed Resolution Considering the Applications for Alcohol Beverage Operator's (Bartender's) Licenses for license period July 1, 2025-June 30, 2027**		
Date:	**September 21, 2026**		
Presenter:	**Rebecca Wallendal**	**Department:**	**City Clerk-Treasurer**

Overview/Background Information

Applicants for an Alcohol Beverage Operator's (Bartender's) License must apply (or renew) on a biennial basis. This process requires an application, proof that a responsible beverage server training course was completed, payment of the applicable fee and submission to a background check by the Beloit Police Department.
State law requires the City Council to act on all licenses prior to issuance. The attached resolution includes applicants received from, September 1, 2026 – September 15, 2026

Key Issues (Aim for no more than 5 key issues)

1. The applicants being recommended for approval or denial have completed the following steps:
   a. Submitted a complete application and proof of responsible beverage server training, shown ID, paid applicable fees and submitted to a background investigation.
   b. Upon completion of the background investigation, the Police Department provides a recommendation for approval or denial to the Clerk-Treasurer.
   c. Applications recommended for denial are sent a letter stating the reasons for the recommendation of denial and the opportunity to appeal to the City Council. Applications recommended for approval and those that do not appeal are placed on the master list and submitted to City Council every two weeks for consideration.
   d. Upon Council action, City Clerk-Treasurer provides the necessary follow-up by issuing the license or sending a letter to the applicant stating the reason(s) for denial.
2. Section 125.17(1), Wis. Stats., requires the governing body to approve qualified applicants prior to issuance of the license.
3. This list includes applicants taken between, September 1, 2026 – September 15, 2026
   a. Recommended for Approval- 8 applicant(s) are recommended for approval.
   b. Recommended for Denial- 0 applicants recommended for denial.

This process is consistent with state statute as well as guidance from the League of WI Municipalities for Municipal Licensing and Regulation of Alcohol Beverages.

Prior City Council Review

N/A

Conformance with Strategic Plan

Approval of this action would conform with the stated purpose of the following strategic goal

☐ Goal #1 – Safe and Healthy Neighborhoods	☐ Goal #4 – High Quality of Life
☒ Goal #2 – High Performing Organization	☐ Goal #5 – High Quality Infrastructure and Connectivity
☐ Goal #3 – Economic and Residential Growth	☐ Goal #6 – Enhanced Communications and Engagement

Sustainability

If applicable, briefly comment on the environmental, economic, and/or social sustainability of this policy or program. Consider how current needs are met without compromising the ability of future generations to meet their own needs. **Write N/A if not applicable**

N/A

Policy Compliance

Purchasing Policy Compliance:	☐	Complies with the City's Purchasing Policy
	☒	No City procurement of goods or services is contemplated by this action
Grant Policy Compliance:	☐	Complies with the City's Grant Policy
	☒	No City grant is contemplated by this action
Other City Policy Compliance:	☐	Complies with the applicable City Policy
	☒	No City Policy is applicable to this action

Action Required/Recommendation

Staff recommends approval of the resolution.

Fiscal/Budget Note

Each applicant pays $35 for a license ending June 30, 2027

Legal Review

Legal Review: ☐ This action has had legal review ☐ No legal review is needed for this action

Write N/A if not applicable:
N/A

Attachments

Resolution, list of applicants

Revised 08-19-2026

RESOLUTION 2026-132

RESOLUTION CONSIDERING THE APPROVAL OF APPLICANTS FOR AN ALCOHOL BEVERAGE OPERATOR'S (BARTENDER'S) LICENSE FOR YEARS 2025-2027

WHEREAS, the applicant(s) listed in the attached document, which is incorporated herein by reference, have applied for operator's licenses; and

WHEREAS, all of the applicants listed in the attached document are either recommended for approval or denial by the Police Department and the City Clerk-Treasurer's Office; and

WHEREAS, for any license recommended for denial, the applicant was provided written notification of the basis for the recommendation for denial the basis of which is that the applicant failed to meet the statutory qualifications for the operator's license or that the applicant failed to disclose or provided misleading information on their application.

NOW, THEREFORE, BE IT RESOLVED THAT the applicants recommended for approval are hereby approved for the period ending June 30, 2027 and the City Clerk-Treasurer's Office is directed to issue the license to the applicant(s) provided the applicant(s) have complied with all other conditions of the license. The applicant(s) recommended for denial are hereby denied for the reasons stated in the written recommendation from the Police Department.

Adopted this 21st day of September, 2026.

CITY COUNCIL FOR THE CITY OF BELOIT

_____
Kevin Day, Council President

ATTEST:

_____
Rebecca Wallendal, City Clerk-Treasurer

Applicants Recommended for Approval Through September 15th, 2026:

Cimino, Nicholas J	Lucy's #7
Evans, Donta T	Clancy's Sport Lounge & Grill
Garcia, Gerardo	Jerry's Café
Holmes, Misty M	Truk't / Henry Dorrbaker's
Mantta, Mariah N	5Bar LLC
Patel, Sarav M	N/A
Salinas, Hannah L	Austin's Filling Station
Wood, Julia K	Mobil

Year to Date Total: 636

Applicants recommended for Denial through September 15th, 2026:

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**Resolution Authorizing Final Payment of Public Works Contract C25-01, E. Grand Avenue Reconstruction**		
Date:	**September 21, 2026**		
Presenter:	**Bill Frisbee, Public Works Director**	**Department:**	**Public Works/Engineering**

Overview/Background Information

E. Grand Avenue was reconstructed from State St to Pleasant Ave. During this reconstruction, the roadway, parking, curb and sidewalk were removed and replaced. Updates to improve safety and accessibility were included with this project. This project was awarded discretionary funding from WisDOT as part of the Local Road Improvement Program.

Key Issues (Aim for no more than 5 key issues)

1. The requirements of the contract have been completed to the satisfaction of the City
2. The awarded contract amount was $869,900.62
   Contract additions and change orders $ 3,297.90
   Total contract amount $873,198.52
   Total payments to contractor to date $500,737.25
   Liquidated damages -$ 2,850.00
   Net payment due contractor $369,611.26
3. The City Engineer, City Attorney and Finance Director recommend that a final payment be made to Parisi Construction Inc., in the amount of $369,611.26

Prior City Council Review

Permission to apply for LRIP Discretionary funding for reconstruction was approved by City Council on Oct 21, 2019.
The Grand Avenue Brick Pavers Project was included in the approved 2020-2025 CIP program.
The East Grand Avenue Corridor Reconstruction, State St. to Pleasant St. project was included in the approved 2023-2028 CIP program.
Project C25-01 E. Grand Avenue Reconstruction was awarded to Parisi Construction by City Council on Jan. 8, 2026.

Conformance with Strategic Plan

Approval of this action would conform with the stated purpose of the following strategic goal

- ☐ Goal #1 – Safe and Healthy Neighborhoods
- ☐ Goal #2 – High Performing Organization
- ☒ Goal #3 – Economic and Residential Growth
- ☒ Goal #4 – High Quality of Life
- ☒ Goal #5 – High Quality Infrastructure and Connectivity
- ☐ Goal #6 – Enhanced Communications and Engagement

Sustainability

If applicable, briefly comment on the environmental, economic, and/or social sustainability of this policy or program. Consider how current needs are met without compromising the ability of future generations to meet their own needs. **Write N/A if not applicable**

N/A

Policy Compliance

Purchasing Policy Compliance:	☒	Complies with the City's Purchasing Policy
	☐	No City procurement of goods or services is contemplated by this action
Grant Policy Compliance:	☒	Complies with the City's Grant Policy
	☐	No City grant is contemplated by this action
Other City Policy Compliance:	☐	Complies with the applicable City Policy
	☐	No City Policy is applicable to this action

Action Required/Recommendation

Approval of the Resolution authorizing Final Payment

Fiscal/Budget Note

Funding is available in the Capital Improvement Budget

Legal Review

Legal Review:	☒ This action has had legal review	☐ No legal review is needed for this action	

Write N/A if not applicable:

Attachments

Resolution 2026-118, Memo

Revised 08-19-2026

CITY OF Beloit WISCONSIN

Public Works Department
Engineering Division
Interoffice Memorandum

To: **Scot Prindiville, City Engineer**

From: **Raymond Hill, Project Engineer**

Re: **Bid Results for Contract C25-01, E. Grand Avenue Reconstruction**

Date: **January 8, 2026**

Pursuant to advertisements placed December 22nd and 29th, bids were received until 10:00 AM on January 8, 2026 for contract C25-01, E. Grand Avenue Reconstruction. A tabulation of bids is attached.

Eight contractors pulled plans for this project. Three bids were received for this project as follows:

1.	Parisi Construction, LLC	Verona, WI	$811,147.12
2.	Rock Road Companies, Inc	Janesville, WI	$827,471.01
3.	E&N Hughes Co, INC	Monroe, WI	$859,487.80
4.	Engineer's Estimate (Ayres Associates)	Waukesha, WI	$945,859.00

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

I recommend that the base bid be awarded to Parisi Construction, LLC of Verona, WI. The following is a breakdown of the proposed project cost:

COSTS

Parisi Construction, LLC Base Bid	$ 811,147.12
Alternate 1	$ 31,553.50
Alternate 2	$ 27,200.00
Allowance for Change Orders and/or Extra Work	$ 130,485.09
TOTAL PROJECT COST	**$1,000,385.71**

PROJECT INFORMATION

E. Grand Avenue will be reconstructed from State St to Pleasant Ave. During this reconstruction, the roadway, parking, curb and sidewalk will be removed and replaced. Updates to improve safety and accessibility will be performed as part of this project. This project has been awarded discretionary funding from WisDOT as part of the Local Road Improvement Program

RESOLUTION 2026-012

RESOLUTION AWARDING PUBLIC WORKS CONTRACT C25-01
E. Grand Avenue Reconstruction

WHEREAS, on January 8, 2026, three bids were received for Contract C25-01, E. Grand Avenue Reconstruction, the low bid being from Parisi Construction Co, LLC; and

WHEREAS, Parisi Construction Co, LLC is a qualified bidder.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Beloit that Contract C25-01, E. Grand Avenue Reconstruction, be and hereby is, awarded to Parisi Construction Co, LLC, Verona, WI, in the following amounts:

Parisi Construction Co, LLC
508 South Nine Mound Rd,
Verona, WI 53593

Base Bid	$ 811,147.12
Alternate 1	$ 31,553.50
Alternate 2	$ 27,200.00
Allowance for Change Orders and/or Extra Work	$ 130,485.09
TOTAL PROJECT COST	**$1,000,385.71**

AND IT IS FURTHER RESOLVED, that the amount of $932,819.19, be, and hereby is, funded as follows:

P2903872-5511-2025	E Grand Reconstruction	$ 550,000.00
P2903872-5511-2026	E Grand Reconstruction	$ 330,000.00
P2970814-5514-2021	Milwaukee Road Concrete	$ 96,007.76
P2970814-5514-2022	Milwaukee Road Concrete	$ 14,951.66
P2970816-5240-2021	Broad St Bridge	$ 9,426.29
TOTAL		**$1,000,385.71**

Approved this 20th day of January, 2026.

CITY COUNCIL OF THE CITY OF BELOIT

Kevin D. Leavy, City Council President

ATTEST:

Rebecca A. Wallendal, City Clerk-Treasurer

Contract C25-01
E. Grand Avenue Reconstruction
Tabulation of Bids
Thursday, January 8, 2026

Item No.	Bid Item Description	Quantity	Unit	Engineer's OPC, Ayres Associates, Inc. Waukesha, WI Price	Engineer's OPC, Ayres Associates, Inc. Waukesha, WI Extended	Parisi Construction Verona, WI Price	Parisi Construction Verona, WI Extended	Rock Road Companies Janesville, WI Price	Rock Road Companies Janesville, WI Extended	E&N Hughes Co Monroe, WI Price	E&N Hughes Co Monroe, WI Extended
	Roadway Construction										
1	Removing Roadway Pavement	2,329.0	SY	$6.00	$13,974.00	$7.00	$16,303.00	$4.50	$10,480.50	$1.89	$4,401.81
2	Removing Concrete Pavement	249.0	SY	$10.00	$2,490.00	$21.75	$5,415.75	$8.60	$2,141.40	$18.33	$4,564.17
3	Removing Curb and Gutter	926.0	LF	$6.00	$5,556.00	$5.90	$5,463.40	$10.37	$9,602.62	$3.45	$3,194.70
4	Removing Concrete Sidewalk	9,818.0	SF	$4.50	$44,181.00	$2.40	$23,563.20	$3.20	$31,417.60	$1.47	$14,432.46
5	Sawcutting	1,190.0	LF	$7.00	$8,330.00	$2.30	$2,737.00	$1.95	$2,320.50	$3.94	$4,688.60
6	Common Excavation (Includes 200 CY EBS)	2,400.0	CY	$30.00	$72,000.00	$32.00	$76,800.00	$19.91	$47,784.00	$27.74	$66,576.00
7	Base Aggregate Dense, 0.75-Inch	425.0	TON	$30.00	$12,750.00	$19.00	$8,075.00	$52.83	$22,452.75	$23.48	$9,979.00
8	Base Aggregate Dense, 1.25-Inch	948.0	TON	$25.00	$23,700.00	$17.50	$16,590.00	$18.57	$17,604.36	$17.71	$16,789.08
9	Base Aggregate Dense, 3-Inch (Includes EBS)	1,267.0	TON	$25.00	$31,675.00	$16.75	$21,222.25	$20.11	$25,479.37	$16.47	$20,867.49
10	Concrete Curb and Gutter 30 Inch Sloped, Type J	1,005.0	LF	$35.00	$35,175.00	$28.00	$28,140.00	$28.00	$28,140.00	$34.44	$34,612.20
11	Concrete Curb and Gutter 24 Inch, Driveway Curb	626.0	LF	$50.00	$31,300.00	$28.00	$17,528.00	$28.00	$17,528.00	$34.44	$21,559.44
12	Concrete Flume	1.0	EA	$1,500.00	$1,500.00	$700.00	$700.00	$700.00	$700.00	$861.00	$861.00
13	Concrete Sidewalk, 4-Inch	4,674.0	SF	$13.50	$63,099.00	$8.50	$39,729.00	$8.50	$39,729.00	$10.46	$48,890.04
14	Concrete Terrace, 4-Inch	5,737.0	SF	$12.00	$68,844.00	$8.50	$48,764.50	$8.50	$48,764.50	$10.46	$60,009.02
15	Concrete Curb Ramp, 5-Inch	326.0	SF	$13.00	$4,238.00	$9.00	$2,934.00	$9.00	$2,934.00	$11.07	$3,608.82
16	HMA Pavement, 5 LT 58-28S	211.0	TON	$100.00	$21,100.00	$100.00	$21,100.00	$97.18	$20,504.98	$110.70	$23,357.70
17	HMA Pavement, 3 LT 58-28S	271.0	TON	$90.00	$24,390.00	$100.00	$27,100.00	$91.26	$24,731.46	$110.70	$29,999.70
18	9-Inch Doweled Concrete Pavement	143.0	SY	$90.00	$12,870.00	$95.00	$13,585.00	$104.00	$14,872.00	$175.89	$25,152.27
19	Detectable Warning Panel	60.0	SF	$75.00	$4,500.00	$45.00	$2,700.00	$45.00	$2,700.00	$73.80	$4,428.00
20	Pavement Marking Epoxy 6-IN, White Crosswalk	44.0	LF	$15.00	$660.00	$9.50	$418.00	$11.50	$506.00	$6.95	$305.80
21	Pavement Marking Epoxy 4-IN, White	954.0	LF	$4.00	$3,816.00	$7.53	$7,183.62	$4.75	$4,531.50	$4.67	$4,455.18
22	Pavement Marking Epoxy 4-IN,Double Yellow Line (includes both lines)	416.0	LF	$8.00	$3,328.00	$2.50	$1,040.00	$2.20	$915.20	$9.29	$3,864.64
23	Pavement Marking Epoxy 18-IN, Stop Line	37.0	LF	$25.00	$925.00	$14.75	$545.75	$19.00	$703.00	$20.97	$775.89
24	Pavement Marking Epoxy, Handicap Symbol	4.0	EA	$750.00	$3,000.00	$210.00	$840.00	$175.00	$700.00	$116.85	$467.40
25	Pavement Marking Epoxy, Type 2 Arrow	1.0	EA	$750.00	$750.00	$320.00	$320.00	$260.00	$260.00	$153.75	$153.75
26	Pavement Marking Epoxy, Type 3 Arrow	1.0	EA	$750.00	$750.00	$400.00	$400.00	$270.00	$270.00	$239.85	$239.85
27	Pavement Marking Epoxy, ONLY	1.0	EA	$750.00	$750.00	$350.00	$350.00	$275.00	$275.00	$239.85	$239.85
	Electrical and Lighting										
28	Conduit Rigid Nonmetallic Schedule 40 1-Inch	500.0	LF	$10.00	$5,000.00	$10.25	$5,125.00	$14.31	$7,155.00	$17.60	$8,800.00
29	Adjusting Pull Boxes	9.0	EA	$1,000.00	$9,000.00	$435.00	$3,915.00	$1,559.34	$14,034.06	$1,917.99	$17,261.91
30	Removing and Salvaging Post Top Lighting Units	8.0	EA	$750.00	$6,000.00	$280.00	$2,240.00	$141.29	$1,130.32	$173.79	$1,390.32
31	Removing and Salvaging Decorative Lighting Units	2.0	EA	$1,000.00	$2,000.00	$370.00	$740.00	$324.80	$649.60	$399.50	$799.00
32	Adjusting Post Top Lighting Unit Concrete Bases	8.0	EA	$1,000.00	$8,000.00	$1,025.00	$8,200.00	$392.85	$3,142.80	$483.21	$3,865.68
33	Adjusting Decorative Lighting Unit Concrete Bases	2.0	EA	$1,500.00	$3,000.00	$1,225.00	$2,450.00	$392.99	$785.98	$483.38	$966.76
34	Installing Salvaged Post Top Lighting Units	8.0	EA	$500.00	$4,000.00	$325.00	$2,600.00	$282.58	$2,260.64	$347.52	$2,780.16
35	Installing Salvaged Decorative Lighting Units	2.0	EA	$750.00	$1,500.00	$350.00	$700.00	$324.80	$649.60	$399.50	$799.00
36	Inground LED Luminaires	28.0	EA	$2,400.00	$67,200.00	$2,300.00	$64,400.00	$2,749.32	$76,980.96	$3,381.66	$94,686.48
37	Composite Junction Boxes 6X8X6-Inch	14.0	EA	$500.00	$7,000.00	$400.00	$5,600.00	$229.67	$3,215.38	$282.49	$3,954.86
38	New Receptacles	4.0	EA	$250.00	$1,000.00	$525.00	$2,100.00	$339.07	$1,356.28	$417.06	$1,668.24
39	Modify Existing Receptacles	8.0	EA	$150.00	$1,200.00	$525.00	$4,200.00	$338.17	$2,705.36	$415.95	$3,327.60
40	Electrical Wire 10AWG XHHW-2	2,209.0	LF	$2.00	$4,418.00	$1.15	$2,540.35	$0.72	$1,590.48	$0.89	$1,966.01
41	Electrical Wire 6AWG XHHW-2	1,648.0	LF	$3.00	$4,944.00	$1.90	$3,131.20	$1.68	$2,768.64	$2.07	$3,411.36
42	Electrical Wire 4AWG XHHW-2	84.0	LF	$4.00	$336.00	$3.15	$264.60	$1.83	$153.72	$2.25	$189.00
43	Modify Existing Lighting Cabinet	1.0	EA	$500.00	$500.00	$3,700.00	$3,700.00	$90.94	$90.94	$111.86	$111.86
	Traffic Signals										
44	Removing Concrete Bases	2.0	EA	$500.00	$1,000.00	$420.00	$840.00	$216.54	$433.08	$266.34	$532.68
45	Conduit Rigid Nonmetallic Schedule 40 2-Inch	25.0	LF	$15.00	$375.00	$21.00	$525.00	$11.14	$278.50	$13.70	$342.50
46	Concrete Bases Type 1	1.0	EA	$1,250.00	$1,250.00	$1,200.00	$1,200.00	$402.84	$402.84	$495.49	$495.49
47	Concrete Bases Type 2	1.0	EA	$1,500.00	$1,500.00	$1,200.00	$1,200.00	$619.38	$619.38	$761.84	$761.84
48	Cable Traffic Signal 12-14 AWG	530.0	LF	$4.00	$2,120.00	$2.75	$1,457.50	$0.56	$296.80	$0.69	$365.70
49	Electrical Wire Traffic Signals 10 AWG	375.0	LF	$2.00	$750.00	$1.25	$468.75	$0.67	$251.25	$0.82	$307.50
50	Salvage and Reinstall Traffic Signals	1.0	EA	$2,000.00	$2,000.00	$4,500.00	$4,500.00	$1,808.05	$1,808.05	$2,223.90	$2,223.90
51	Removing Signal Cable Box and Wiring	1.0	EA	$500.00	$500.00	$3,800.00	$3,800.00	$866.13	$866.13	$1,065.34	$1,065.34
	Storm Sewer Construction										
52	12" RCP Class V Storm Sewer with Granular Backfill	61.0	LF	$130.00	$7,930.00	$140.00	$8,540.00	$184.55	$11,257.55	$54.20	$3,306.20
53	24" RCP Class IV Storm Sewer with Granular Backfill	67.0	LF	$140.00	$9,380.00	$200.00	$13,400.00	$215.82	$14,459.94	$79.05	$5,296.35
54	Remove Existing Storm Sewer Structures	6.0	EA	$700.00	$4,200.00	$1,200.00	$7,200.00	$445.95	$2,675.70	$918.80	$5,512.80
55	Remove Existing Storm Sewer 12-Inch	62.0	LF	$40.00	$2,480.00	$55.00	$3,410.00	$17.84	$1,106.08	$41.07	$2,546.34
56	Remove Existing Storm Sewer 24-Inch	67.0	LF	$50.00	$3,350.00	$68.00	$4,556.00	$17.84	$1,195.28	$57.01	$3,819.67
57	Catch Basin 5-FT	1.0	EA	$6,500.00	$6,500.00	$5,400.00	$5,400.00	$6,684.05	$6,684.05	$5,038.42	$5,038.42
58	Catch Basin 2x3 FT	2.0	EA	$4,000.00	$8,000.00	$4,100.00	$8,200.00	$4,965.94	$9,931.88	$2,614.30	$5,228.60
59	6X3-FT Precast Concrete Manhole	2.0	EA	$13,000.00	$26,000.00	$10,200.00	$20,400.00	$8,156.44	$16,312.88	$5,155.96	$10,311.92
60	3-FT Precast Concrete Manhole	1.0	EA	$4,000.00	$4,000.00	$3,600.00	$3,600.00	$4,687.73	$4,687.73	$2,816.49	$2,816.49
61	6" PVC Storm Sewer with Granular Backfill	25.0	LF	$85.00	$2,125.00	$140.00	$3,500.00	$116.47	$2,911.75	$61.60	$1,540.00
62	Trench Drain	50.0	LF	$300.00	$15,000.00	$890.00	$44,500.00	$642.11	$32,105.50	$829.99	$41,499.50
63	Trench Backfill	105.0	CY	$30.00	$3,150.00	$30.25	$3,176.25	$0.10	$10.50	$19.90	$2,089.50
64	Concrete Collar	8.0	EA	$500.00	$4,000.00	$1,400.00	$11,200.00	$1,449.90	$11,599.20	$754.73	$6,037.84
	Miscellaneous										
65	Mobilization	1.0	LS	$25,000.00	$25,000.00	$55,000.00	$55,000.00	$76,013.01	$76,013.01	$49,490.93	$49,490.93
66	Traffic Control	1.0	LS	$15,000.00	$15,000.00	$9,800.00	$9,800.00	$7,641.14	$7,641.14	$21,913.68	$21,913.68
67	Construction Staking	1.0	LS	$10,000.00	$10,000.00	$3,900.00	$3,900.00	$9,050.00	$9,050.00	$11,131.50	$11,131.50
68	Inlet Protection	14.0	EA	$125.00	$1,750.00	$330.00	$4,620.00	$250.00	$3,500.00	$120.05	$1,680.70
69	Planters with Materials	2.0	EA	$12,500.00	$25,000.00	$11,200.00	$22,400.00	$10,800.00	$21,600.00	$14,514.60	$29,029.20
70	Adjust Water Valve	3.0	EA	$500.00	$1,500.00	$580.00	$1,740.00	$292.96	$878.88	$222.57	$667.71
71	Adjust Curb Stop Box	12.0	EA	$1,000.00	$12,000.00	$330.00	$3,960.00	$292.96	$3,515.52	$198.43	$2,381.16
72	Malus Spring Snow Tree with Crushed Red Granite	5.0	EA	$1,250.00	$6,250.00	$1,000.00	$5,000.00	$1,200.00	$6,000.00	$1,107.00	$5,535.00
73	Bollards	41.0	EA	$3,000.00	$123,000.00	$1,200.00	$49,200.00	$1,589.29	$65,160.89	$1,810.56	$74,232.96
74	Crack and Damage Survey	1.0	LS			$3,000.00	$3,000.00	$17,500.00	$17,500.00	$7,834.28	$7,834.28
	TOTAL				**$945,859.00**		**$811,147.12**		**$827,471.01**		**$859,487.80**
						compare to estimate	-14%	compare to low		2%	compare to low 6%
	Alternate Bid No. 1 (Stamped Colored Concrete in lieu of Item 14)										
75	Stamped Colored Concrete	5,737.0	SF	$19.00	$109,003.00	$14.00	$80,318.00	$14.00	$80,318.00	$17.22	$98,791.14
14	Concrete Terrace, 4-Inch	(5,737.0)	SF	$12.00	-$68,844.00	$8.50	-$48,764.50	$8.50	-$48,764.50	$10.46	-$60,009.02
	TOTAL				**$40,159.00**		**$31,553.50**		**$31,553.50**		**$38,782.12**
	Alternate Bid No. 2 (Planter in lieu of item 69)										
76	Raised Steel Planters with Plantings	2.0	EA	$10,000.00	$20,000.00	$24,800.00	$49,600.00	$19,500.00	$39,000.00	$20,334.83	$40,669.66
69	Planters with Materials	(2.0)	EA	$12,500.00	-$25,000.00	$11,200.00	-$22,400.00	$10,800.00	-$21,600.00	$14,514.60	-$29,029.20
	TOTAL				**($5,000.00)**		**$27,200.00**		**$17,400.00**		**$11,640.46**
	Alternate Bid No. 1 (Concrete Bases in lieu of Items 32-33)										
77	Removing Concrete Bases	10.0	EA	$1,000.00	$10,000.00	$420.00	$4,200.00	$216.53	$2,165.30	$266.33	$2,663.30
78	Post Top Lighting Unit Concrete Bases	8.0	EA	$2,000.00	$16,000.00	$1,200.00	$9,600.00	$619.38	$4,955.04	$761.84	$6,094.72
79	Decorative Lighting Unit Concrete Bases	2.0	EA	$2,200.00	$4,400.00	$2,100.00	$4,200.00	$619.38	$1,238.76	$761.84	$1,523.68
32	Adjusting Post Top Lighting Unit Concrete Bases	(8.0)	EA	$1,000.00	-$8,000.00	$1,025.00	-$8,200.00	$392.85	-$3,142.80	$483.21	-$3,865.68
33	Adjusting Decorative Lighting Unit Concrete Bases	(2.0)	EA	$1,500.00	-$3,000.00	$1,225.00	-$2,450.00	$392.99	-$785.98	$483.38	-$966.76
	TOTAL				**$19,400.00**		**$7,350.00**		**$4,430.32**		**$5,449.26**

Contract C25-01
E. Grand Avenue Reconstruction
Tabulation of Bids
Thursday, January 8, 2026

Item No.	Bid Item Description	Quantity	Unit	Engineer's OPC, Ayres Associates, Inc. Price	Waukesha, WI Extended	Parisi Construction Price	Verona, WI Extended	Rock Road Companies Price	Janesville, WI Extended	E&N Hughes Co Price	Monroe, WI Extended
	Base				**$945,859.00**		**$811,147.12**		**$827,471.01**		**$859,487.80**
	Base + Alternate 1				**$986,018.00**		**$842,700.62**		**$859,024.51**		**$898,269.92**
	Base + Alternate 1 + Alternate 2				**$981,018.00**		**$869,900.62**		**$876,424.51**		**$909,910.38**

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**Resolution Awarding Public Works Contract C26-12 Transit Parking Lot Resurfacing**		
Date:	**September 21, 2026**		
Presenter:	**Bill Frisbee, Public Works Director**	**Department:**	**Public Works/Engineering**

Overview/Background Information

The parking lot of the Transit Center will be milled and overlaid with new asphalt pavement. Undercutting will occur to take care of failed base in less than 10% of the parking lot surface. This project is partly funded with money from the Federal Transit Administration.

Key Issues (Aim for no more than 5 key issues)

1. Two bids were received for this project, the low bid was $228,925.25 from Rock Road Companies, Inc., and is 8% greater than the engineer's estimate.
2. Rock Road Companies, Inc. is considered to be a responsible bidder for this project.
3. The Wisconsin Department of Transportation has approved reallocation from the FFY 2023 and FFY 2024 program funds to be allocated to the Beloit Transit, and will be used to cover the cost of these improvements in the form of a grant for 80% of project costs. 20% local match will be required.
4. The costs for this project are as follows: $228,925.25 for construction and $34,074.75 for change orders or extra work, for a total of $263,000.00.

Prior City Council Review

Permission to apply for a grant and move forward with the project was approved in the 2024-2029 CIP.

Conformance with Strategic Plan

Approval of this action would conform with the stated purpose of the following strategic goal

- ☐ Goal #1 – Safe and Healthy Neighborhoods
- ☐ Goal #2 – High Performing Organization
- ☐ Goal #3 – Economic and Residential Growth
- ☒ Goal #4 – High Quality of Life
- ☐ Goal #5 – High Quality Infrastructure and Connectivity
- ☐ Goal #6 – Enhanced Communications and Engagement

Sustainability

If applicable, briefly comment on the environmental, economic, and/or social sustainability of this policy or program. Consider how current needs are met without compromising the ability of future generations to meet their own needs. **Write N/A if not applicable**

Performing mill and overlay operations on the deteriorating parking lot promotes the continued use and protection of the base course of asphalt for 90% of the parking lot.

Policy Compliance

Purchasing Policy Compliance:	☒	Complies with the City's Purchasing Policy
	☐	No City procurement of goods or services is contemplated by this action
Grant Policy Compliance:	☒	Complies with the City's Grant Policy
	☐	No City grant is contemplated by this action
Other City Policy Compliance:	☒	Complies with the applicable City Policy
	☐	No City Policy is applicable to this action

Action Required/Recommendation

Staff recommends approval of the resolution awarding Contract C26-12 for the Transit Parking Lot Resurfacing to Rock Road Companies, Inc., in the amount of $263,000.00, consisting of $228,925.25 for the base bid, and $34,074.75 for contingency/change orders.

Fiscal/Budget Note

Funding is available though Capital Improvement Budget. Additional funds are granted by the Federal Transit Administration

Legal Review

Legal Review: ☐ This action has had legal review ☒ No legal review is needed for this action

Write N/A if not applicable:

Attachments
Resolution 2026-129, Award Memo, Bid Tab

Revised 08-19-2026

RESOLUTION 2026-129

RESOLUTION AWARDING PUBLIC WORKS CONTRACT C26-12
Transit Parking Lot Resurfacing

WHEREAS, on September 10, 2026, 2 bids were received for Contract C26-12, Transit Parking Lot Resurfacing, the low bid being from Rock Road Companies, Inc; and

WHEREAS, Rock Road Companies, Inc is a qualified bidder.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Beloit that Contract C26-12, Transit Parking Lot Resurfacing, be and hereby is, awarded to Rock Road Companies, Inc, Janesville, WI, in the following amounts:

Rock Road Companies, Inc
P.O. Box 1818,
Janesville, WI 53547

Base Bid	$228,925.25
Allowance for Change Orders and/or Extra Work	$34,074.75
TOTAL PROJECT COST	**$263,000.00**

BE IT IS FURTHER RESOLVED, that the amount of $263,000.00, be, and hereby is, funded as follows:

P2567845-5511-2024	Transit Facilities Maintenance	$263,000.00
TOTAL		**$263,000.00**

Approved this _____ day of _____, 2026.

CITY COUNCIL OF THE CITY OF BELOIT

_____
Kevin Day, City Council President

ATTEST:

_____
Rebecca A. Wallendal, City Clerk-Treasurer

CITY OF Beloit WISCONSIN

Public Works Department
Engineering Division
Interoffice Memorandum

To: **Scot Prindiville, City Engineer**

From: **Raymond Hill, Project Engineer**

Re: **Bid Results for Contract C26-12, Transit Parking Lot Resurfacing**

Date: **September 10, 2026**

Pursuant to advertisements placed 8/25/2026 and 9/1/2026, bids were received until 9:00:00 AM on Thursday, September 10, 2026 for contract C26-12, Transit Parking Lot Resurfacing. A tabulation of bids is attached.

Three contractors pulled plans for this project. Two bids were received for this project as follows:

1.	Engineer's Estimate	Beloit, WI	$212,874.75
2.	Rock Road Companies, Inc	Janesville, WI	$228,925.25
3.	Payne & Dolan, Inc	Fitchburg, WI	$290,047.25

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

I recommend that the base bid be awarded to Rock Road Companies, Inc of Janesville, WI. The following is a breakdown of the proposed project cost:

COSTS

Rock Road Companies, Inc Base Bid	$ 228,925.25
Allowance for Change Orders and/or Extra Work	$ 34,074.75
TOTAL PROJECT COST	**$ 263,000.00**

PROJECT INFORMATION

The parking lot of the Transit Center will be milled and overlaid with new asphalt pavement. Undercutting will occur to take care of failed base in less than 10% of the parking lot surface. This project is partly funded with money from the Federal Transit Administration.

Contract C26-12
Transit Parking Lot Resurfacing
Thursday, September 10, 2026

Item No.	Bid Item Description	Quantity	Unit	Engineer's OPC Price	Engineer's OPC Extended	Beloit, WI Price	Beloit, WI Extended	Rock Road Companies, Inc Price	Rock Road Companies, Inc Extended	Janesville, WI Price	Janesville, WI Extended
1	Mobilization	1.0	LS	$12,000.00	$12,000.00	$26,000.00	$26,000.00	$17,000.00	$17,000.00		
2	Full Depth Saw Cutting	675.0	LF	$2.25	$1,518.75	$1.25	$843.75	$1.25	$843.75		
3	Remove Curb & Gutter	29.0	LF	$20.00	$580.00	$23.00	$667.00	$25.00	$725.00		
4	Concrete Curb & Gutter 30-Inch Type K	29.0	LF	$60.00	$1,740.00	$52.00	$1,508.00	$100.00	$2,900.00		
5	Remove Concrete Sidewalk/Driveway	166.0	SF	$6.00	$996.00	$3.50	$581.00	$25.00	$4,150.00		
6	Concrete Sidewalk 4-Inch (includes dense base aggregate- 1~1/4" crushed limestone)	166.0	SF	$16.00	$2,656.00	$16.00	$2,656.00	$100.00	$16,600.00		
7	Concrete Nose, Remove and Replace	1.0	LS	$500.00	$500.00	$950.00	$950.00	$2,500.00	$2,500.00		
8	Asphaltic Surface Milling 2.5"	8,588.0	SY	$2.25	$19,323.00	$3.00	$25,764.00	$1.00	$8,588.00		
9	Common Excavation	757.0	CY	$25.00	$18,925.00	$25.00	$18,925.00	$30.00	$22,710.00		
10	HMA Pavement, 5 LT 58-28 S (Surface Course - 2.5")	1,394.0	TON	$85.00	$118,490.00	$75.00	$104,550.00	$110.00	$153,340.00		
11	HMA Pavement, 3 LT 58-28 S (Binder Course - 2")	115.0	TON	$85.00	$9,775.00	$98.00	$11,270.00	$150.00	$17,250.00		
12	3" Select Crushed	1,295.0	TON	$16.00	$20,720.00	$19.00	$24,605.00	$25.00	$32,375.00		
13	1-1/4" Dense Graded Limestone	230.0	TON	$16.50	$3,795.00	$23.00	$5,290.00	$25.00	$5,750.00		
14	Pavement Marking - line, 4" White-Epoxy	678.0	LF	$2.00	$1,356.00	$7.25	$4,915.50	$7.25	$4,915.50		
15	Pavement Marking - Handicap, White-Epoxy	2.0	EA	$250.00	$500.00	$200.00	$400.00	$200.00	$400.00		
	Total Proposal				**$212,874.75**		**$228,925.25**		**$290,047.25**		
						compare to estimate		8% compare to low		27%	

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	Resolution Awarding Public Works Contract C26-02, Colley Road Watermain Extension		
Date:	September 21, 2026		
Presenter:	Bill Frisbee, Director of Public Works	Department:	Public Works

Overview/Background Information

The watermain on Colley Road currently ends at 3405 Colley Road. This project is intended to extend the watermain to Quail Run, to connect to the watermain serving the Eagles Ridge Subdivision, creating a looped network. A looped network will provide better quality water to residents and reliable water flow during a fire related emergency. Additional flow will also help serve the expanding residential area.

Key Issues (Aim for no more than 5 key issues)

1. Two lengths of watermain dead-end on Colley Rd and Quail Run.
2. A looped system will provide water quality and reliable flow in an emergency.
3. Six bids were received for this project. The low bid was $491,856.01 for the base bid from Rock Road Companies, Inc., and is 15% less than the design engineer's estimate.
4. Rock Road Companies, Inc. is considered a responsible bidder for this project.

The costs for this project are as follows: $491,856.01 for the base bid, and $73,143.99 for change orders or extra work, for a total of $565,000.00.

Prior City Council Review

Approved for the 2026-2031 Capital Improvement Plan

Conformance with Strategic Plan

Approval of this action would conform with the stated purpose of the following strategic goal

- ☐ Goal #1 – Safe and Healthy Neighborhoods
- ☐ Goal #2 – High Performing Organization
- ☒ Goal #3 – Economic and Residential Growth
- ☒ Goal #4 – High Quality of Life
- ☒ Goal #5 – High Quality Infrastructure and Connectivity
- ☐ Goal #6 – Enhanced Communications and Engagement

Sustainability

If applicable, briefly comment on the environmental, economic, and/or social sustainability of this policy or program. Consider how current needs are met without compromising the ability of future generations to meet their own needs. Write N/A if not applicable

This project extends the public water utility down Colley Road to serve a greater populace.

Policy Compliance

Purchasing Policy Compliance:	☒	Complies with the City's Purchasing Policy
	☐	No City procurement of goods or services is contemplated by this action
Grant Policy Compliance:	☐	Complies with the City's Grant Policy
	☒	No City grant is contemplated by this action
Other City Policy Compliance:	☒	Complies with the applicable City Policy
	☐	No City Policy is applicable to this action

Action Required/Recommendation

Staff recommends approval of the resolution awarding Contract C26-02 for the Colley Road Watermain Extension to Rock Road Companies, Inc., in the amount of $565,000.00, consisting of $491,856.01 for the base bid, and $73,143.99 for contingency/change orders.

Fiscal/Budget Note

This project is funded through the Capital Improvement Program Budget.

Legal Review

Legal Review: ☐ This action has had legal review ☒ No legal review is needed for this action

Write N/A if not applicable:
N/A

Attachments
Resolution 2026-131; Award Memo; Bid Tab

Revised 08-19-2026

RESOLUTION 2026-131

RESOLUTION AWARDING PUBLIC WORKS CONTRACT C26-02
Colley Road Watermain Extension

WHEREAS, on September 10, 2026, six bids were received for Contract C26-02, Colley Road Watermain Extension, the low bid being from Rock Road Companies, Inc.; and

WHEREAS, Rock Road Companies, Inc. is a qualified bidder.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Beloit that Contract C26-02, Colley Road Watermain Extension, be and hereby is, awarded to Rock Road Companies, Inc., Janesville, WI, in the following amounts:

Rock Road Companies, Inc.
P.O. Box 1818
Janesville, WI 53547

Base Bid	$	491,856.01
Allowance for Change Orders and/or Extra Work	$	73,143.99
TOTAL PROJECT COST	$	565,000.00

BE IT IS FURTHER RESOLVED, that the amount of $565,000.00, be, and hereby is, funded as follows:

P5570897-5511-2026	Colley Watermain Extension	$565,000.00
TOTAL		$565,000.00

Approved this 21st day of September, 2026.

CITY COUNCIL OF THE CITY OF BELOIT

Kevin Day, City Council President

ATTEST:

Rebecca A. Wallendal, City Clerk-Treasurer

To: Scot Prindiville, City Engineer

From: Dennis Weiland, Project Engineer

Re: Bid Results for Contract C26-02, Colley Road Watermain Extension

Date: September 10, 2026

Pursuant to advertisements placed 8/26/2026 and 9/3/2026, bids were received until 10:00:00 AM on Thursday, September 10, 2026 for contract C26-02, Colley Road Watermain Extension. A tabulation of bids is attached.

Eight contractors pulled plans for this project. Six bids were received for this project as follows:

Engineer's Estimate (McMahon Associates)	Machesney Park, IL	$	576,836.00
1. Rock Road Companies, Inc	Janesville, WI	$	491,856.01
2. TJ Excavators	Wilmot, WI	$	556,373.00
3. Northern Illinois Service	Rockford, IL	$	584,694.00
4. Fisher Excavating	Freeport, IL	$	606,148.00
5. Globe Contractors	Pewaukee, WI	$	625,709.00
6. Zignego Company	Pewaukee, WI	$	747,999.95

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

I recommend that the bid be awarded to Rock Road Companies, Inc. of Janesville, WI. The following is a breakdown of the proposed project cost:

COSTS

Rock Road Companies, Inc. Base Bid	$ 491,856.01
Allowance for Change Orders and/or Extra Work	$ 73,143.99
TOTAL PROJECT COST	$ 565,000.00

PROJECT INFORMATION

The existing watermain located on Colley Rd which ends at 3405 Colley Rd, will be extended east to the Eagles Ridge Subdivision at Quail Run.

Contract C26-02
Colley Road Watermain Extension
Tabulation of Bids
Thursday, September 10, 2026

Item No.	Bid Item Description	Quantity	Unit	Engineer's OPC		Beloit, WI		Rock Road	Janesville, WI	TJ Excavators	Wilmot, WI	Northern Illinois Service	Rockford, IL
				Price	Extended	Price	Extended	Price	Extended	Price	Extended	Price	Extended
1	MOBILIZATION	1	L SUM	$25,000.00	$25,000.00	$32,000.00	$32,000.00	$20,000.00	$20,000.00	$25,600.00	$25,600.00		
2	TRAFFIC CONTROL & PROTECTION	1	L SUM	$7,500.00	$7,500.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$15,000.00	$15,000.00		
4	CONSTRUCTION STAKING/LAYOUT	1	L SUM	$5,500.00	$5,500.00	$1,500.00	$1,500.00	$3,600.00	$3,600.00	$4,550.00	$4,550.00		
5	CONSTRUCTION ENTRANCE/TRACKING PAD(S)	1	L SUM	$1,500.00	$1,500.00	$500.00	$500.00	$5,000.00	$5,000.00	$100.00	$100.00		
6	DITCH CHECK	12	EACH	$500.00	$6,000.00	$150.00	$1,800.00	$150.00	$1,800.00	$100.00	$1,200.00		
7	PERIMETER SILT FENCE	560	LIN FT	$4.00	$2,240.00	$4.00	$2,240.00	$4.00	$2,240.00	$3.00	$1,680.00		
8	TEMPORARY CONCRETE WASHOUT BASIN	1	L SUM	$750.00	$750.00	$0.01	$0.01	$800.00	$800.00	$250.00	$250.00		
9	SAWCUTTING	100	LIN FT	$10.00	$1,000.00	$2.25	$225.00	$15.00	$1,500.00	$10.00	$1,000.00		
10	REMOVE & REPLACE CONCRETE CURB & GUTTER (INCLUDES SAWCUTTING)	20	LIN FT	$90.00	$1,800.00	$75.00	$1,500.00	$125.00	$2,500.00	$200.00	$4,000.00		
11	ROADWAY HMA PATCHING	85	SQ YD	$90.00	$7,650.00	$78.00	$6,630.00	$75.00	$6,375.00	$75.00	$6,375.00		
12	TRENCH BACKFILL	269	TONS	$30.00	$8,070.00	$13.00	$3,497.00	$30.00	$8,070.00	$1.00	$269.00		
13	12-INCH DIA. WATER MAIN	2,530	LIN FT	$165.00	$417,450.00	$140.00	$354,200.00	$161.00	$407,330.00	$157.00	$397,210.00		
14	6-INCH DIA. CL 52 D.I. HYDRANT LEAD	20	LIN FT	$200.00	$4,000.00	$96.00	$1,920.00	$74.00	$1,480.00	$150.00	$3,000.00		
15	12-INCH DIA. BUTTERFLY VALVE	4	EACH	$8,500.00	$34,000.00	$6,000.00	$24,000.00	$3,500.00	$14,000.00	$7,000.00	$28,000.00		
16	6-INCH DIA. GATE VALVE (HYDRANT)	4	EACH	$1,950.00	$7,800.00	$2,400.00	$9,600.00	$2,462.00	$9,848.00	$3,000.00	$12,000.00		
17	FIRE HYDRANT, 7-FT BURY	3	EACH	$7,000.00	$21,000.00	$7,850.00	$23,550.00	$7,150.00	$21,450.00	$7,500.00	$22,500.00		
18	FIRE HYDRANT, 7.5-FT BURY	1	EACH	$7,500.00	$7,500.00	$8,250.00	$8,250.00	$7,650.00	$7,650.00	$7,750.00	$7,750.00		
19	4-INCH DOW 25 PSI POLYSTYRENE INSULATION	48	SQ FT	$12.00	$576.00	$5.50	$264.00	$10.00	$480.00	$10.00	$480.00		
20	MEDIUM RIPRAP ON GEOTEXTILE	10	SQ YD	$250.00	$2,500.00	$98.00	$980.00	$125.00	$1,250.00	$95.00	$950.00		
21	SEED LAWN RESTORATION (SALVAGED TOPSOIL, SEED, FERTILIZER & MULCH)	1	L SUM	$15,000.00	$15,000.00	$14,200.00	$14,200.00	$36,000.00	$36,000.00	$52,780.00	$52,780.00		
	Total Proposal				**$576,836.00**		**$491,856.01**				**$556,373.00**		**$584,694.00**

Contract C26-02
Colley Road Watermain Extension
Tabulation of Bids
Thursday, September 10, 2026

Item No.	Bid Item Description	Quantity	Unit	Fisher Excavating Freeport, IL Price	Fisher Excavating Freeport, IL Extended	Globe Contractors Pewaukee, WI Price	Globe Contractors Pewaukee, WI Extended	Zignego Company Pewaukee, WI Price	Zignego Company Pewaukee, WI Extended
1	MOBILIZATION	1	L SUM	$8,360.00	$8,360.00	$10,000.00	$10,000.00	$41,000.00	$41,000.00
2	TRAFFIC CONTROL & PROTECTION	1	L SUM	$5,100.00	$5,100.00	$3,250.00	$3,250.00	$5,104.00	$5,104.00
4	CONSTRUCTION STAKING/LAYOUT	1	L SUM	$4,550.00	$4,550.00	$2,400.00	$2,400.00	$4,550.00	$4,550.00
5	CONSTRUCTION ENTRANCE/TRACKING PAD(S)	1	L SUM	$9,775.00	$9,775.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00
6	DITCH CHECK	12	EACH	$65.00	$780.00	$65.00	$780.00	$65.00	$780.00
7	PERIMETER SILT FENCE	560	LIN FT	$2.50	$1,400.00	$2.50	$1,400.00	$2.50	$1,400.00
8	TEMPORARY CONCRETE WASHOUT BASIN	1	L SUM	$500.00	$500.00	$200.00	$200.00	$1.00	$1.00
9	SAWCUTTING	100	LIN FT	$2.25	$225.00	$2.25	$225.00	$2.25	$225.00
10	REMOVE & REPLACE CONCRETE CURB & GUTTER (INCLUDES SAWCUTTING)	20	LIN FT	$185.00	$3,700.00	$150.00	$3,000.00	$200.00	$4,000.00
11	ROADWAY HMA PATCHING	85	SQ YD	$150.00	$12,750.00	$154.00	$13,090.00	$100.00	$8,500.00
12	TRENCH BACKFILL	269	TONS	$18.00	$4,842.00	$13.00	$3,497.00	$100.00	$26,900.00
13	12-INCH DIA. WATER MAIN	2,530	LIN FT	$174.00	$440,220.00	$190.00	$480,700.00	$225.73	$571,096.90
14	6-INCH DIA. CL 52 D.I. HYDRANT LEAD	20	LIN FT	$136.00	$2,720.00	$415.00	$8,300.00	$300.00	$6,000.00
15	12-INCH DIA. BUTTERFLY VALVE	4	EACH	$7,000.00	$28,000.00	$7,640.00	$30,560.00	$6,250.00	$25,000.00
16	6-INCH DIA. GATE VALVE (HYDRANT)	4	EACH	$2,600.00	$10,400.00	$3,140.00	$12,560.00	$2,500.00	$10,000.00
17	FIRE HYDRANT, 7-FT BURY	3	EACH	$8,200.00	$24,600.00	$9,024.00	$27,072.00	$10,000.00	$30,000.00
18	FIRE HYDRANT, 7.5-FT BURY	1	EACH	$8,360.00	$8,360.00	$9,145.00	$9,145.00	$10,000.00	$10,000.00
19	4-INCH DOW 25 PSI POLYSTYRENE INSULATION	48	SQ FT	$17.00	$816.00	$10.00	$480.00	$30.00	$1,440.00
20	MEDIUM RIPRAP ON GEOTEXTILE	10	SQ YD	$65.00	$650.00	$105.00	$1,050.00	$100.00	$1,000.00
21	SEED LAWN RESTORATION (SALVAGED TOPSOIL, SEED, FERTILIZER & MULCH)	1	L SUM	$38,400.00	$38,400.00	$13,000.00	$13,000.00	$3.05	$3.05
	Total Proposal				**$606,148.00**		**$625,709.00**		**$747,999.95**

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**Referral to ABLCC: An Application for a new Reserve Class "B" Fermented Malt Beverage (Beer) and "Class B" Intoxicating Liquor License for Ho-Chunk Nation, d/b/a Ho-Chunk Gaming-Beloit, located at 777 Willowbrook Rd, Beloit WI, Bernice Twinn, Agent.**		
Date:	**September 21, 2026**		
Presenter:	**Rebecca Wallendal**	**Department:**	**City Clerk-Treasurer**

Overview/Background Information

Ho-Chunk Nation, d/b/a Ho-Chunk Gaming-Beloit, is applying for a new Reserve Class "B" Fermented Malt Beverage (Beer) and new "Class B" Intoxicating Liquor License for the License period ending June 30, 2027.

Key Issues

1. Ho-Chunk Gaming-Beloit, d/b/a Ho-Chunk Gaming-Beloit, is requesting approval of a new Reserve Class "B" Fermented Malt Beverage (Beer) and "Class B" Intoxicating Liquor License for the period ending June 30, 2027.

2. A complete application with publication fees was submitted to the Clerk-Treasurer's office and is being referred to the ABLCC for the September 22, 2026, agenda and back to the City Council on the October 5, 2026, agenda.

3. The ABLCC will review the application at the September 22, 2026, special meeting to assure conformity with existing rules, regulations and zoning ordinances of the city and state and will make a recommendation to the Council based on their review.

4. The City Council will take action on the recommendation of the ABLCC at the October 5, 2026, regular meeting.

Conformance with Strategic Plan

Approval of this action would conform with the stated purpose of the following strategic goal:

- ☐ Goal #1 – Create and Sustain Safe and Healthy Neighborhoods
- ☐ Goal #2 – Create and Sustain a High Performing Organization
- ☒ Goal #3 – Create and Sustain Economic and Residential Growth
- ☐ Goal #4 – Create and Sustain a High Quality of Life
- ☐ Goal #5 – Create and Sustain High Quality Infrastructure and Connectivity
- ☐ Goal #6 – Create and Sustain Enhanced Communications and Community Engagement, while maintaining a Positive Image

Sustainability

If applicable, briefly comment on the environmental, economic, and/or social sustainability of this policy or program. Consider how current needs are met without compromising the ability of future generations to meet their own needs. **Write N/A if not applicable**

N/A

Action Required/Recommendation

Staff recommends that the ABLCC review the application at the September 22, 2026, special meeting and make a recommendation. This will return to Council for a decision at the October 5, 2026, Regular City Council meeting.

Fiscal Note/Budget Impact

The fee for this action is a $50.00 publication fee.

Attachments

AB-200 Alcohol Beverage License Application, AB-100 Alcohol Beverage Individual Questionnaire, AB-101 Alcohol Beverage Appointment of Agent, Supplemental Questionnaire, premise map

Revised 03-09-2022

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

Application Type *(check one)*

☒ Initial (New) ☐ Renewal

License(s) Requested: (up to two boxes may be checked)

☐ Class "A" Beer . . . . . $ ____ ☑ Class "B" Beer . . . . . $ ____

☐ "Class A" Liquor . . . . . $ ____ ☐ Regular "Class B" Liquor $ ____

☐ "Class A" Liquor (cider only) $ ____ ☑ Reserve "Class B" Liquor $ ____

☐ "Class C" Liquor (wine only) $ ____ ☐ Above-Quota "Class B" Liquor . . . . . $ ____

Fees	
License Fee(s)	$
Background Check Fee	$
Publication Fee	$
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
HO-CHUNK NATION

2. Business Trade Name or DBA
HO-CHUNK GAMING-BELOIT

3. FEIN [redacted]

4. Wisconsin Seller's Permit Number
456-0000173231-03

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization

6. If the applicant business is an LLC, are the controlling members other LLCs or corporations? . . . . . ☐ Yes ☐ No
If yes, the members, managers, officers and directors of those business entities must be listed in Part C and provide a Form AB-100.

7. State of Organization: USA

8. Date of Organization: 8/13/1634

9. Wisconsin DFI Registration Number:

10. Premises Address
777 WILLOWBROOK RD

11. City: BELOIT

12. State: WI

13. Zip Code: 53511

14. County: ROCK CO

15. Governing Municipality: ☒ City ☐ Town ☐ Village of: BELOIT

16. Aldermanic District: Ward 23

17. Premises Phone
(715) 284-9343

18. Premises Email
bernice.twinn@ho-chunk.com

19. Website
https://www.ho-chunkgaming.com

20. Premises Description

Initial (New Applicants Only): Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Renewal Applicants Only: I am renewing a license and by checking the box following this statement, I affirm that I have reviewed the last issued license certificate and the premises description remains the same. ☐

PUD at 777 Willowbrook Rd (Parcel 23271000). Premises Description and Floor Plans attached.

21. Mailing Address (if different from premises address)

22. City

23. State

24. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed

Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed

Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ■ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or wholesaler? . . ☐ Yes ■ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . . ■ Yes ☐ No
5. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . . ☐ Yes ■ No
6. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . . ☐ Yes ■ No

Part C: Individual Information

Check each box to attest that you have provided the appropriate supplementary information to complete your application. See the instructions for Part C of this application, beginning on page 2, to complete this section.

☑ I have accurately listed and provided contact and personal information for all required persons involved in the applicant business and any business identified in Part A, Question 6 using Form AB-200AA.

☑ I have provided an accurate Form AB-100 for each person listed in Form AB-200AA.

☑ *(For corporations, limited liability companies, and nonprofit organizations only)* I have provided an accurate Form AB-101 to appoint an agent on behalf of my business.

☑ I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
GREENDEER	JON	F

Title	Email	Phone
PRESIDENT	CALISTA.STUMBLINGBEAR@HO-CHUNK.COM	715-284-7762

Signature	Date
Jon Greendeer	

Part E: For Clerk Use Only

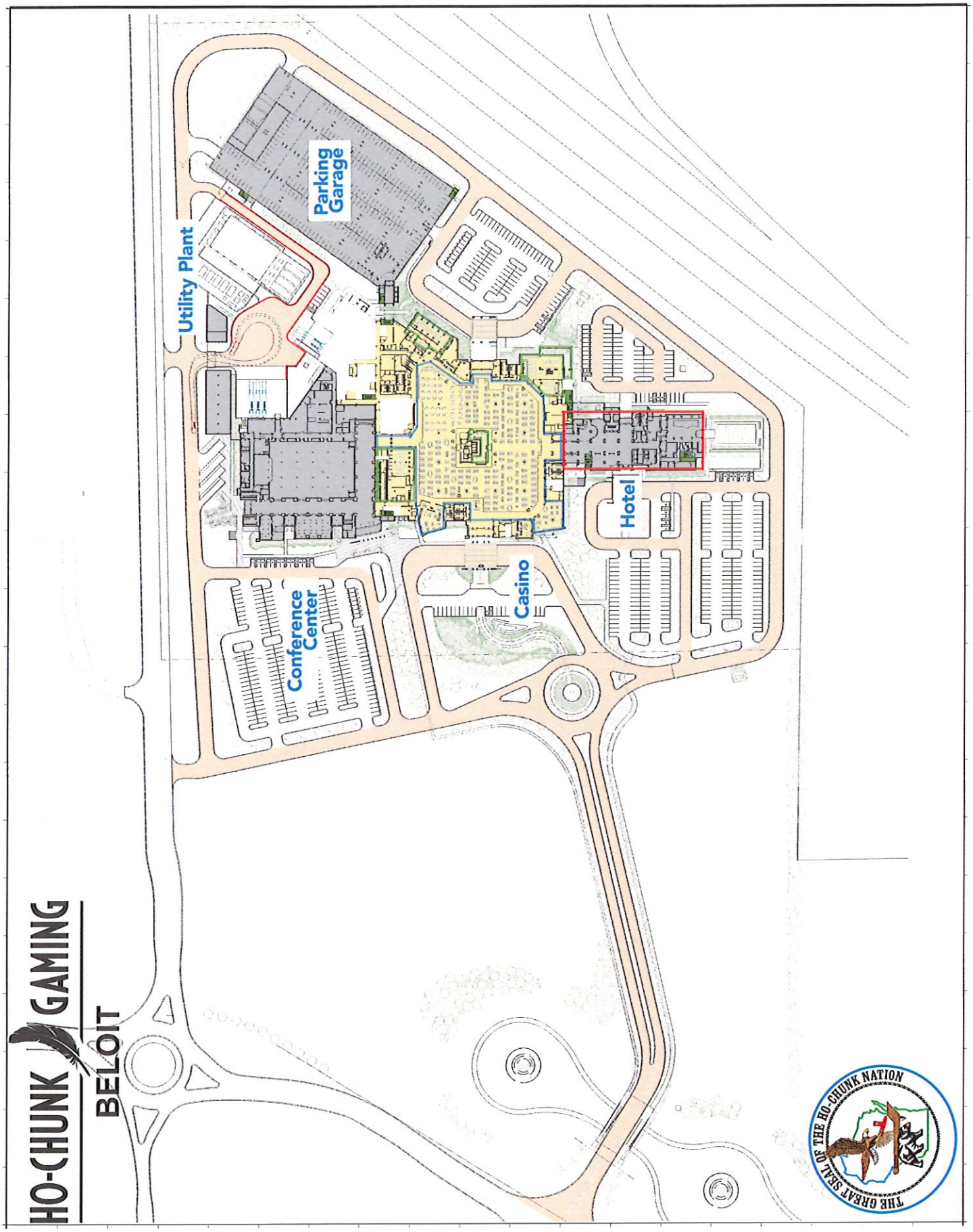
Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued

Signature of Clerk/Deputy Clerk	Date Provisional License Issued (if applicable)

Ho-Chunk Gaming - Beloit

777 Willowbrook Road

Beloit Alcohol Beverage License Control - Premise Map



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Form **AB-100**

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Ho-Chunk Nation

2. Business Trade Name or DBA
Ho-Chunk Gaming Beloit

3. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☑ Nonprofit Organization

Part B: Individual Information

1. Last Name	2. First Name	3. M.I.
Twinn	Bernice	S

4. Relationship to Business (Title)	5. Email	6. Phone
Chief Financial Officer	bernice.twinn@ho-chunk.com	

7. Home Address
1140 Pheonix St Apt #1

8. City	9. State	10. Zip Code	11. Date of Birth
Delavan	WI	53115	[redacted]

12. Driver's License/State ID Number	13. Driver's License/State ID State of Issuance
[redacted]	WI

Part C: Address History

1. Do you currently live in Wisconsin? ☑ Yes ☐ No

If yes, provide the month and year when you permanently moved to Wisconsin (MM/YYYY) 03/1974

2. List in chronological order all of your addresses **within the last 5 years**. Attach additional sheets if necessary.

Previous Address 1: 6811 Arbor Haven Lane	City: Wisconsin Rapids	State: WI	Zip Code: 54494
Previous Address 2	City	State	Zip Code
Previous Address 3	City	State	Zip Code
Previous Address 4	City	State	Zip Code
Previous Address 5	City	State	Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State	County	State	County	State	County	State	County
WI	Walworth	WI	Wood				
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? . . . . . ☐ Yes ☑ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

Law/Ordinance Violated	Location	Conviction Date

Penalty Imposed	Was sentence completed? . . . . . ☐ Yes ☐ No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . ☐ Yes ☑ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
[signature]	4/15/26

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☑ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed? ☐ Yes ☐ No	

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☑ No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

DE 1979 04/27/26

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
[signature] 2448	4/15/26

Part F: Licensing Authority Approval

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, this individual qualifies to serve in the reported role with the above-named business.

Name of Local Official	Title
Dave ElRod	Lieutenant
Signature of Local Official	**Date**
[signature]	05/06/26

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type *(check one)*

☑ Original (no fee) ☐ Successor ($10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Ho-Chunk Nation

2. Business Trade Name or DBA
Ho-Chunk Gaming Beloit

3. Entity Type *(check one)*
☐ Limited Liability Company ☐ Corporation ☑ Nonprofit Organization

4. Alcohol Beverage Business Authorization *(check one)*
☐ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.
New Application

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Twinn	Bernice	S

4. Email	5. Phone
bernice.twinn@ho-chunk.com	

6. Home Address
1140 Phoenix St.. Apt #1

7. City	8. State	9. Zip Code	10. Date of Birth
Delavan	WI	53115	[redacted]

11. Driver's License/State ID Number	12. Driver's License/State ID State of Issuance
[redacted]	WI

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion. ☑ Yes ☐ No

2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☑ Yes ☐ No

3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions. ☑ Yes ☐ No

Continued →

See Resolution

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.

Title	Email	Phone
Vice President		

Signature	Date

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Last Name	First Name	M.I.
Twinn	Bernice	S

Signature	Date
Bernice Twinn 2448	~~4/2~~ 4/15/26 PC.

HO-CHUNK NATION LEGISLATURE

Governing Body of the Ho-Chunk Nation

EXECUTIVE SESSION

HO-CHUNK NATION LEGISLATURE
AUTHORIZATION TO APPLY FOR A SITE ALCOHOL BEVERAGE CONTROL LICENSE FOR THE HO-CHUNK NATION'S TRUST PROPERTY KNOWN AS KEECAK, IN BELOIT, WISCONSIN

RESOLUTION 06-23-26 G

WHEREAS, on November 1, 1994, the United States Secretary of the Interior approved a new Constitution for the Ho-Chunk Nation, formerly known as the Wisconsin Winnebago Tribe; and

WHEREAS, the Ho-Chunk Nation ("Nation") is a federally recognized Indian Tribe, pursuant to the Indian Reorganization Act of 1934; and

WHEREAS, Article V, Section 2(a) of the Ho-Chunk Nation Constitution ("Constitution") gives the Ho-Chunk Nation Legislature ("Legislature") the power to make laws, including codes, ordinances, resolutions, and statutes; and

WHEREAS, Article V, Section 2(b) of the Constitution grants the Legislature the power to establish Executive Departments, and to delegate legislative powers to the Executive branch to be administered by such Departments, in accordance with the law; any Department established by the Legislature shall be administered by the Executive; the Legislature reserves the power to review any action taken by virtue of such delegated power; and

WHEREAS, Article V, Section 2(i) of the Constitution grants the Legislature the power to negotiate and enter into treaties, compacts, contracts, and agreements with other governments, organizations, or individuals; and

WHEREAS, Article V, Section 2(l) of the Constitution grants the Legislature the power to enact laws to manage, lease, permit, or otherwise deal with the Nation's lands, interests in lands or other assets; and

WHEREAS, Article V, Section 2(o) of the Constitution grants the Legislature the power to enact laws to regulate and zone any lands within the jurisdiction of the Ho-Chunk Nation; and

WHEREAS, Article V, Section 2(x) of the Constitution grants the Legislature the power to enact any other laws, ordinances, resolutions, and statutes necessary to exercise its legislative powers delegated by the General Council pursuant to Article III including but not limited to the foregoing list of powers; and

WHEREAS, the Nation is in the process of developing and constructing a casino, hotel, and convention center project on lands it holds in federal Trust, located in Keecak, otherwise known as Beloit, Wisconsin; and

WHEREAS, as the Nation continues the development project, part of the process is to seek an alcohol beverage control license through the City of Beloit, to apply to the full premises of the Nation's Trust parcel; and

WHEREAS, the Nation has already designated an authorized agent (Bernice Twinn) to submit appropriate documentation related to the alcohol beverage control license related to the above-mentioned project; and

WHEREAS, the Legislature now finds it appropriate to indicate its authorization to apply for a site beverage control license related to the above-mentioned project, which is intended to encompass the entire Trust parcel in Beloit, including the casino, restaurants, conference center, hotel and outside venues, inclusive of Parcel Number 23271000 and TRS: Section 32, Range 13E, Township 1N, in Beloit, Wisconsin.

NOW THEREFORE, BE IT RESOLVED that the Legislature, pursuant to its Constitutional authority, gives authorization to apply for a site beverage control license related to the above-mentioned project, which is intended to encompass the entire Trust parcel in Beloit, including the casino, restaurants, conference center, hotel and outside venues located on the Parcel Number, as noted; and such authorization may be applied as a delegation to the Nation's Executive Branch, Business Department, and necessary staff working for Ho-Chunk Gaming Beloit to take steps to implement such action.

CERTIFICATION

I, the undersigned, as Tribal Secretary of Ho-Chunk Nation, hereby certify that the Legislature of the Ho-Chunk Nation, composed of **12** members of whom **7** constituting a quorum were present at a meeting duly called and convened and held that on the **23rd day of June, 2026**, adopted the foregoing resolution at said meeting by an affirmative vote of **7 members, 0 opposed**, and **0 abstaining**, pursuant to the Article V, Section 2(a) and (x) of the Constitution of the Ho-Chunk Nation, approved by the Secretary of the Interior on November 1, 1994, and that the foregoing resolution has not been rescinded or amended in any way. I further certify that this is a verified copy of said resolution.

Stephanie Begay

Rep. Stephanie Begay, Tribal Secretary

06.23.26

Date

CITY OF Beloit WISCONSIN

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

_____
Print Agent Name

Subscribed and sworn to be this ____ day of _____, 20___.

_____
Notary Public _____
My Commission Expires:_____

_____
Corporate Officer Signature
(Designate Office)

_____
Print Corporate Officer Name

Subscribed and sworn to be this ____ day of _____, 20___.

_____
Notary Public _____
My Commission Expires:_____

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.

I intend to fulfill these duties by ensuring proper written procedures and training so that all persons hired to maintain and sell such beverages are prepared and knowledgeable in these activities.

2. Please describe any previous experience you have had in retail alcohol sales.

I have done alcohol sales at the HCN gaming facilities and well done some volunteer work at Lambeau field draft counter.

3. Please state how many other people will be under your supervision and engaged in alcohol beverage business.

HCG Beloit is scheduled to have 20 bartenders, 24 beverage servers and 50 banquet staff.

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.

We will rely on Wisconsin Responsible Beverage Server online course, onsite "responsible beverage service" course.

5. Please describe in detail what training, policy, and procedures you intend to implement to ensure against underage sales.

Underage participation should be checked and noted at the point of entry to facility by our security department, and if needed by the servers prior to sale.

6. Please describe what other employees will hold licenses to directly dispense alcohol.

Bartenders; beverage servers and F&B management team.

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.

Yes I am a fulltime employee of HCG Beloit and do not intend to act as agent at other businesses.

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.

Agent: I intend to work 40 hours on a weekly basis – which consists of a primarily 8-430 M though F shift.

Sales: 9AM – 2AM Sunday – Thursday & 9AM – 230AM Friday and Saturday

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.

Yes I understand

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.

NONE

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.

Nothing to add.

Bernice Twinn
Agent Signature

BERNICE TWINN
Print Agent Name

Subscribed and sworn to be this 25 day of SEPTEMBER, 2020

at Rock County, WI
Notary Public Amanda R. DeCora
My Commission Expires: 2-14-30

Amanda R. DeCora Notary Public State of Wisconsin

Corporate Officer Signature
(Designate Office)

Print Corporate Officer Name

Subscribed and sworn to be this ____ day of _____, 20___.

Notary Public _____
My Commission Expires: _____

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**Consideration of Ordinance No. 3922 Establishing Stop Signs on Lenox Avenue at Ritscher Street (Frisbee) First Reading**		
Date:	**September 8, 2026**		
Presenter:	**Bill Frisbee**	**Department:**	**Public Works Director**

Overview/Background Information

Engineering received a request from Gayle Bliss of 1951 Lenox Street to install stop signs at the intersection of Lenox Avenue and Ritscher Street to help prevent future traffic crashes. According to the resident, many vehicles fail to yield the right-of-way and there have been many near misses. A crash investigation of the past five years revealed zero crashes at this intersection. Over the last 10 years there has been one crash (February 2018) that involved a vehicle traveling east on Lenox that failed to yield. Wisconsin municipalities are required to follow the Wisconsin MUTCD. The MUTCD sets forth standards that shall (required to) be followed, guidance that should (recommended to) be followed and options that may (neither required nor recommended to) be followed.

Key Issues (Aim for no more than 5 key issues)

1. The MUTCD (Manual on Uniform Traffic Control Devices) states that the least restrictive traffic control measure that provides appropriate levels of safety and efficiency should be used at non-signalized intersections. That hierarchy from low to high consists of no intersection control, followed by yield control, stop control in one direction and finally to stop control in all directions.

2. MUTCD states that no intersection control should be utilized at intersections based on engineering judgment. The Engineer may consider, among other factors, whether the combined vehicle, bicycle and pedestrian volume entering the intersection averages less than 1,000 units per day. This intersection was slightly below this threshold when we performed a count on August 27, but is anticipated to be above this threshold once school starts for the year.

3. MUTCD states that yield control should be considered when engineering judgment indicates that all of several specified conditions exist. At this intersection all of these conditions exist except:

- For changing from no intersection control to yield control, there have been two or more reported crashes in the previous 12 months.

There have been zero crashes at this intersection in the last 12 months. The last crash at this intersection was in 2018.

4. MUTCD states that minor road stop control should be considered when engineering judgment indicates that one or more of the following conditions exist:

- A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street.
- Crash records indicate that there are three or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period. These crashes should be susceptible to correction by installation of minor-road stop control.
- The intersection is of a lower functional classification road with a higher functional classification road.

None of these conditions exist at this intersection.

5. MUTCD states that yield or stop signs shall not be used for speed control. MUTCD then explains that appropriate traffic calming or other speed control measures are available to control vehicle speeds, such as those that do not have the potential to diminish the effectiveness of traffic control devices when used for their specified purpose.

6. The Traffic Review Committee voted 5-1 to recommend approval of an ordinance to install stop signs on Lenox Avenue at Ritscher Street.

Prior City Council Review

None

Conformance with Strategic Plan

Approval of this action would conform with the stated purpose of the following strategic goal

- ☒ Goal #1 – Safe and Healthy Neighborhoods
- ☐ Goal #2 – High Performing Organization
- ☐ Goal #3 – Economic and Residential Growth
- ☐ Goal #4 – High Quality of Life
- ☒ Goal #5 – High Quality Infrastructure and Connectivity
- ☐ Goal #6 – Enhanced Communications and Engagement

Sustainability

If applicable, briefly comment on the environmental, economic, and/or social sustainability of this policy or program. Consider how current needs are met without compromising the ability of future generations to meet their own needs. **Write N/A if not applicable**

N/A

Policy Compliance

Purchasing Policy Compliance:	☒	Complies with the City's Purchasing Policy
	☐	No City procurement of goods or services is contemplated by this action
Grant Policy Compliance:	☐	Complies with the City's Grant Policy
	☒	No City grant is contemplated by this action
Other City Policy Compliance:	☐	Complies with the applicable City Policy
	☒	No City Policy is applicable to this action

Action Required/Recommendation

The City Engineer recommends approval of a modified ordinance to have yield signs installed on Lenox Avenue at Ritscher Street. The City Engineer's engineering judgment is that this intersection is in a bit of a gray area between having no intersection control and yield control, but definitely not stop control. Traffic volumes support yield control but there is not a crash history that supports an issue of vehicles failing to yield at this intersection. With anticipation of more than 1,000 vehicles per day once school starts and with no reported crash since 2018 approximately, 3.1 million vehicles, have travelled through that intersection since the last crash. The City Engineer is recommending yield signs justified by the fact that these two roadways have a clear difference in function as Ritscher is a through road that comes close to functioning as a collector while Lenox is a very minor road that only extends two blocks. In this situation drivers on the more major road could reasonably assume that the minor road has a yield sign. The City Engineer would also support rejecting the ordinance and leaving the intersection as it is with no traffic control since there isn't a significant crash history.

The City Engineer does not support the installation of stop signs because in his engineering judgment, stop control is not needed to provide an appropriate level of safety and stop signs are being requested as a means to control speed. The MUTCD specifically says stop signs shall not be installed to control speed. When signs are installed where they shouldn't be it tends to lead to driver noncompliance with not only that sign, but with similar signs elsewhere.

Fiscal/Budget Note

Funds are available in the Public Works operating budget.

Legal Review

Legal Review: ☒ This action has had legal review ☐ No legal review is needed for this action

Write N/A if not applicable:

Attachments

Ordinance, Exhibit

Revised 08-19-2026

ORDINANCE NO. 3922

AN ORDINANCE ESTABLISHING STOP SIGNS ON LENOX AVENUE AT RITSCHER STREET

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

Section 1. Section 13.02 of the Code of General Ordinances of the City of Beloit, as it relates to *Traffic Controls* is hereby amended by adding, in alphabetical order by street name, to the Index of Special Locations, Chapter VI, Section A, Stop Signs, the following:

"Lenox Avenue at Ritscher Street"

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

Adopted this ____ day of September, 2026.

CITY COUNCIL FOR THE CITY OF BELOIT

_____
Kevin Day, President

ATTEST:

_____
Rebecca Wallendal, City Clerk-Treasurer

PUBLISHED:_____
EFFECTIVE DATE:_____
01-611100-5231-_____
13.02 – Stop Sign on Lenox Avenue at Ritscher Street (26-1222) 20260825



Proposed Stop Signs on Lenox Ave

ORDINANCE NO. 3922

SUBSTITUTE AMENDMENT #1

AN ORDINANCE ESTABLISHING YIELD SIGNS ON LENOX AVENUE AT RITSHER STREET

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

Section 1. Section 13.02 of the Code of General Ordinances of the City of Beloit, as it relates to *Yield Right-of-Way Intersections Designated* is hereby amended by adding, in alphabetical order by street name, to the Index of Special Locations, Chapter V, the following:

"Lenox Avenue and Ritsher Street Lenox Avenue to yield""

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

Adopted this ____ day of September, 2026.

CITY COUNCIL FOR THE CITY OF BELOIT

_____
Kevin Day, President

ATTEST:

_____
Rebecca Wallendal, City Clerk-Treasurer

PUBLISHED:_____
EFFECTIVE DATE:_____
01-611100-5231-_____
13.02 – Stop Sign on Lenox Avenue at Ritsher Street (26-1222) 20260825

September 21, 2026

APPOINTMENT REVIEW COMMITTEE
REPORT TO CITY COUNCIL
APPOINTMENT RECOMMENDATION

The undersigned, Kevin Day, duly elected President of the Beloit City Council, does hereby appoint the following resident members to the vacancies and terms indicated below, said appointments being made pursuant to nominations made and approved by the Appointment Review Committee and confirmed by the City Council.

Dated: September 21, 2026

_____
Kevin Day, President

Appointments

Business Improvement District (Downtown Beloit Association)

Jaron Bertelsen, appointment to the Owner Occupant position for a term ending December 31, 2028

Spring Almanza, appointment to the Owner Occupant position for a term ending December 31, 2028

Park, Recreation & Conservation Advisory Commission

Ron Read, reappointment for a term ending September 30, 2029

Jodi Witte, reappointment for a term ending September 30, 2029

PLEASE ANNOUNCE THE FOLLOWING VACANCIES

Alcohol Beverage License Control Committee (2 Vacancies for residents)
Appointment Review Committee (Vacancy for resident)
Board of Appeals (2 Vacancies for residents, 2 Vacancies for Alternates)
Board of Ethics (2 Vacancies for residents)
Board of Review (2 Vacancies for Alternates)
Community Development Authority (Vacancy for Public Housing resident)
Joint Fire Commission (3 Vacancies for residents, Vacancy for Alternate)
Municipal Golf Committee (Vacancy for youth)
Park, Recreation & Conservation Advisory Commission (Vacancy for youth)
Traffic Review Committee (2 Vacancies for residents)

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**Edwards Ice Arena Refrigeration System Replacement Fundraising Initiative**		
Date:	**9/21/2026**		
Presenter:	**Bill Frisbee – Public Works Director**	**Department:**	**Public Works**

Overview/Background Information

The Beloit Youth Hockey Association (BYHA) is seeking City authorization to conduct a fundraising campaign in support of the future replacement of the refrigeration system at the City-owned Edwards Ice Arena. The existing system dates to the early 1990s and has significantly exceeded its anticipated useful life. BYHA has established a $700,000 fundraising goal, which includes pursuing a $350,000 matching grant from the Hendricks Family Foundation, and a $50,000 pledge from BYHA, with the remaining funds anticipated through community donations, sponsorships, and fundraising activities. All final decisions regarding project scope, design, procurement, and implementation will remain under the authority of the City of Beloit.

Key Issues (Aim for no more than 5 key issues)

1. BYHA has submitted a fundraising plan in accordance with an outline provided by the City of Beloit. The plan includes: an overview of BYHA; defines the project; fundraising goals and strategy; fiscal management and accountability; naming rights and donor recognition; marketing and communications; roles, responsibilities, and City authority; insurance and indemnification; terms and termination; and signatures and certifications from BYHA.
2. The ice making refrigeration system has exceeded its expected useful life, and relies on R-22 refrigerant, creating long-term operational and maintenance concerns. The existing system has had multiple costly emergency repairs in the last couple of years.
3. The City has not been in a position to fund a capital improvement project for the replacement of the system.
4. BYHA has offered to run a fundraising campaign for a replacement system at a City owned facility. The funds raised would be given to the City to design, bid, and construct the new refrigeration system to continue to make ice for the arena. The City would continue to own and operate the ice arena, including the new refrigeration system purchased with the donated funds.
5. Because Edwards Ice Arena is a City-owned facility, fundraising activities, donor recognition, and any naming rights require City review and approval. The City will retain authority over the final project scope, technology selection, bidding, procurement, and replacement.

Prior City Council Review

N/A

Conformance with Strategic Plan

Approval of this action would conform with the stated purpose of the following strategic goal

- ☐ Goal #1 – Safe and Healthy Neighborhoods
- ☒ Goal #2 – High Performing Organization
- ☐ Goal #3 – Economic and Residential Growth
- ☒ Goal #4 – High Quality of Life
- ☐ Goal #5 – High Quality Infrastructure and Connectivity
- ☐ Goal #6 – Enhanced Communications and Engagement

Sustainability

If applicable, briefly comment on the environmental, economic, and/or social sustainability of this policy or program. Consider how current needs are met without compromising the ability of future generations to meet their own needs. **Write N/A if not applicable**

The proposed refrigeration system replacement supports the City of Beloit Strategic Plan goal to "Create and Sustain a High Quality of Life" by investing in the long-term sustainability of Edwards Ice Arena. Replacing the aging R-22 refrigeration system with modern technology will improve reliability, reduce dependence on an obsolete refrigerant, and help preserve the City-owned facility for future recreational use.

Policy Compliance

Purchasing Policy Compliance:	☐	Complies with the City's Purchasing Policy
	☒	No City procurement of goods or services is contemplated by this action
Grant Policy Compliance:	☐	Complies with the City's Grant Policy
	☒	No City grant is contemplated by this action
Other City Policy Compliance:	☐	Complies with the applicable City Policy
	☒	No City Policy is applicable to this action

Action Required/Recommendation

Fiscal/Budget Note

N/A

Legal Review

Legal Review: ☒ This action has had legal review ☐ No legal review is needed for this action

Write N/A if not applicable:

Attachments

Resolution, Beloit Youth Hockey Association Edwards Ice Arena Refrigeration System Replacement Comprehensive Fundraising Plan

Revised 08-19-2026

RESOLUTION 2026-122

RESOLUTION APPROVING THE BELOIT YOUTH HOCKEY ASSOCIATION EDWARDS ICE ARENA REFRIGERATION SYSTEM REPLACEMENT COMPREHENSIVE FUNDRAISING PLAN

WHEREAS, the City of Beloit owns and operates Edwards Sports & Activity Center, which provides recreational opportunities, including an ice arena, for youth, families, and the community; and

WHEREAS, the existing refrigeration system at Edwards Sports & Activity Center dates to the early 1990s, has exceeded its anticipated useful life, and will require replacement to support the continued operation of the facility; and

WHEREAS, the Beloit Youth Hockey Association (BYHA) has proposed a fundraising campaign with a goal of $700,000 to assist with the future replacement of the Edwards Ice Arena refrigeration system, including pursuing a $350,000 matching grant from the Hendricks Family Foundation, a $50,000 pledge from BYHA, and additional community donations, sponsorships, and fundraising activities; and

WHEREAS, authorization of BYHA's fundraising efforts does not obligate the City to a specific project scope, refrigeration technology, project cost, construction schedule, or City financial contribution, and the City will retain final authority over the design, procurement, construction, implementation, and ownership of any refrigeration system replacement project; and

WHEREAS, the City recognizes the value of community partnerships and outside funding sources to assist with capital improvements to City-owned recreational facilities, while also recognizing its responsibility to safeguard the public interest, the integrity of the Edwards Ice Arena capital project, and the trust of donors who contribute in reliance on the City's name and the stated public purpose of the campaign; and

WHEREAS, the City will continue to own and operate the Edwards Ice Arena, subject to future budget appropriations; and

WHEREAS, any donor recognition, sponsorship recognition, naming rights, or other recognition associated with City property shall be subject to applicable City policies, including the City's Naming Policy where applicable, and separate City approval, as required; and

WHEREAS, the City Council finds it necessary and appropriate to condition this authorization on BYHA's compliance with the requirements set forth below, and to reserve to the City the right to suspend or revoke this authorization in the event of noncompliance, in order to protect the City, its residents, and the donating public.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the Beloit Youth Hockey Association Edwards Ice Arena Refrigeration System Replacement Comprehensive Fundraising Plan, substantially in the form as presented, and authorizes BYHA to conduct the described fundraising campaign, subject to the following conditions:

1. All donations solicited or accepted under this authorization are restricted to the Edwards Ice Arena refrigeration system replacement project (the “Project”) and shall be held by BYHA solely and exclusively for that purpose, in a dedicated account separate from BYHA's general operating funds.

2. BYHA shall provide the City with a report of donations received and shall make its financial records related to the campaign available for City review upon reasonable request.

3. Any campaign marketing, solicitation, or communication materials that reference the City, Edwards Ice Arena, or that could reasonably imply City endorsement shall be submitted to the City for review not less than five (5) business days prior to publication or distribution.

4. BYHA shall not represent, imply, or suggest in any solicitation or communication that any specific contractor, vendor, or technology has been selected for the Project; all procurement, vendor selection, and technology decisions remain solely within the authority of the City.

5. BYHA shall maintain liability insurance appropriate to the campaign and shall name the City of Beloit as an additional insured on such policy for activities and events conducted in connection with the campaign, including any campaign events held at City facilities. Written proof of such insurance, including a certificate of insurance and additional insured endorsement, shall be filed with the City Clerk prior to BYHA commencing any solicitation or campaign event under this authorization, and updated proof shall be filed upon each policy renewal or change in coverage.

6. BYHA shall indemnify, defend, and hold harmless the City of Beloit, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from BYHA's fundraising activities conducted under this authorization, except to the extent caused by the City's own negligence or willful misconduct. A written indemnification agreement in a form approved by the City Attorney, signed by an authorized officer of BYHA's Board of Directors, shall be filed with the City Clerk prior to BYHA commencing any solicitation under this authorization.

7. BYHA shall comply with all applicable Wisconsin charitable solicitation laws.

BE IT FURTHER RESOLVED, that the City Manager is authorized to require reasonable modifications to the fundraising plan and to the conditions above as necessary to protect the interests of the City or appropriate to effectuate the intent of this Resolution, subject to the City Attorney's review as to legal form; and

BE IT FURTHER RESOLVED, that this authorization may be suspended or revoked by the City Manager, in whole or in part, at any time upon written notice to BYHA, if BYHA fails to substantially comply with any condition set forth in this Resolution, including failure to timely file the insurance and indemnification documentation required herein; provided that, except where the City Manager determines immediate suspension is necessary to protect donor funds or the public interest, BYHA shall be given written notice of the specific deficiency and a reasonable opportunity, not to exceed thirty (30) days, to cure such deficiency before revocation; and

BE IT FURTHER RESOLVED, that the City Manager may, at their discretion, reduce any or all of the conditions set forth in this Resolution, as such conditions may be modified from time to time pursuant to

the City Manager's authority under this Resolution, to a written acknowledgment or agreement signed by an authorized representative of BYHA and the City, for the purpose of confirming mutual understanding of the terms of this authorization; provided that no such written acknowledgment or agreement shall create rights, obligations, or authority beyond those set forth in this Resolution or lawfully established through the City Manager's modification authority under this Resolution, and the terms of this Resolution, as so modified, shall control in the event of any conflict; and

BE IT FURTHER RESOLVED, that nothing in this Resolution shall be construed to obligate the City to any specific project scope, refrigeration technology, project cost, construction schedule, or City financial contribution, and the City retains final authority over the design, procurement, construction, implementation, and ownership of any refrigeration system replacement project.

Approved this ___ day of _____ , 20____.

CITY COUNCIL OF THE CITY OF BELOIT

_____
Kevin Day, President

ATTEST:

_____
Rebecca Wallendal, City Clerk-Treasurer

Beloit Youth Hockey Association

Edwards Ice Arena Refrigeration System Replacement

Comprehensive Fundraising Plan
Submitted to the City of Beloit for Fundraising Authorization

Section 1: Organization Overview

Founded in 1969, Beloit Youth Hockey Association (BYHA) is a Wisconsin 501(c)(3) nonprofit dedicated to providing affordable youth hockey while promoting teamwork, leadership, sportsmanship, and lifelong recreation. In 1982, BYHA led construction of the Jerry W. Edwards Activity and Sports Center (Edwards Ice Arena) and donated the completed facility to the City of Beloit as a public community asset. Today, BYHA is the arena's largest seasonal user, serving approximately 170 athletes annually and supporting broader community access to ice recreation.

BYHA is governed by a volunteer Board of Directors and has extensive experience with fundraising, sponsorships, grants, concessions, community events, and other giving initiatives that help keep hockey affordable and accessible throughout the Stateline region.

This plan applies solely to BYHA's proposed fundraising in support of the Edwards Ice Arena refrigeration system replacement. It does not apply to BYHA's ordinary organizational fundraising, sponsorships, events, or other charitable activities.

Section 2: Project Definition

Edwards Ice Arena is a publicly owned community recreation facility serving youth and high school hockey, Learn to Skate, public open skating, adult leagues, tournaments, camps, school field trips, and community events.

This campaign is dedicated exclusively to the future replacement and modernization of the arena's aging ice-making refrigeration system. A May 2025 assessment by Discovery Designs Refrigeration (DDR) indicates that the existing equipment dates to the early 1990s, with heat exchangers refreshed in the early 2000s. The system uses R-22 refrigerant and open-drive compressors. DDR notes that compressors of this era generally had a 10- to 15-year design life; seasonal use has allowed Edwards Ice Arena to extend the equipment well beyond that expected lifespan.

R-22 presents an additional long-term concern because production of new R-22 ended in 2010 and the system now relies on recycled refrigerant. DDR determined that rebuilding the existing equipment is technically possible but estimated at approximately 60% of replacement cost while retaining an approximately 30-year-old system design and its refrigerant limitations.

Modernization would replace major refrigeration components, including compressors, rooftop condenser, digital controls, valves, oil management components, and leak detection and alarm systems. The existing under-floor piping serving the ice surface can remain in service. The proposed equipment also provides modern monitoring and diagnostic capabilities and is designed to meet current Wisconsin administrative code and federal refrigerant requirements.

DDR evaluated ammonia, A2L refrigerant, and CO2 replacement technologies. Its May 15, 2025 update identified a CO2 option that would modernize the refrigeration equipment while retaining the existing under-floor piping. Noted benefits include lower refrigerant cost, non-flammability, less stringent machine-room requirements, and reduced exposure to future refrigerant regulatory changes.

In May 2025, DDR estimated approximately $476,500 for the CO2 option or $480,250 for the A2L option. These estimates excluded applicable taxes, potential electrical upgrades, roofing repairs, and certain glycol-side upgrades. Because replacement is anticipated in 2027 or later, the final cost is expected to increase with inflation and escalation in equipment, materials, labor, transportation, and construction-related costs. The $700,000 fundraising goal provides capacity for this escalation and for project-related costs excluded from or not yet identified in the preliminary proposal.

The DDR proposal is provided as supporting documentation and a preliminary basis for project condition, scope, and cost. The $700,000 campaign goal is not a final project estimate or authorization to expend that amount.

Final scope, technology selection, engineering, bidding, procurement, construction, and implementation remain under City of Beloit authority; BYHA's role is fundraising in support of this public infrastructure project.

Section 3: Fundraising Goals and Strategy

The campaign goal is $700,000. BYHA has met with the Hendricks Family Foundation and is pursuing a $350,000 matching grant. If awarded, BYHA will seek the remaining $350,000 through a community-wide capital campaign.

Fundraising will begin only after City authorization. BYHA has tentatively scheduled a community Pledge Night for October 15 at The Beloit Club and plans to pursue major gifts, corporate sponsorships, grants, online giving through Zeffy, community events, and individual donor outreach. BYHA has also pledged $50,000 toward the future refrigeration system replacement, contingent upon City approval to fundraise for the facility.

Donors will be recognized through BYHA's Heart of Hockey Giving Recognition Program, with White, Purple, Gold, and Legacy levels. The Legacy level is intended for transformational gifts. Any permanent recognition within Edwards Ice Arena will be subject to City approval.

Section 4: Fiscal Management and Accountability

BYHA will maintain transparent financial controls throughout the campaign. All refrigeration campaign donations will be restricted to the project, separately tracked from general operating funds, and held in BYHA's dedicated fundraising account at Advia Credit Union.

The BYHA Treasurer will serve as fiscal agent. Access to and authorization to utilize the dedicated fundraising account is limited to the BYHA President, Treasurer, and Fundraising Director. KRV Accounting provides professional accounting services. Reconciliation and financial reporting are completed monthly and reviewed by the full BYHA Board, with an annual financial review/audit conducted through KRV Accounting.

BYHA will maintain donor records and provide appropriate written donation acknowledgements. Donors will also be given the opportunity to direct how any applicable portion of their contribution that is ultimately determined to exceed the amount required for the completed refrigeration project should be handled.

The refrigeration project remains the first priority for all campaign funds. If funds exceed the final amount required, a donor may authorize their applicable share of excess funds to be transferred to the BYHA Legacy Fund rather than applied to another City purpose. The Legacy Fund supports the long-term affordability and accessibility of youth hockey in Beloit. No excess campaign funds will be transferred to the Legacy Fund or another purpose without appropriate donor authorization and until the approved refrigeration project's financial obligations are satisfied.

If the project is materially changed, delayed, or does not proceed as anticipated, BYHA will work with the City to address project-restricted funds while honoring documented donor intent and applicable requirements. BYHA will provide appropriate financial reporting to the City throughout and at the conclusion of the campaign.

Section 5: Naming Rights and Donor Recognition

Because Edwards Ice Arena is City-owned, all naming rights and permanent donor recognition remain subject to City review and approval. BYHA proposes its Heart of Hockey Giving Recognition Program, featuring White, Purple, Gold, and Legacy levels, with Legacy reserved for transformational gifts.

BYHA will work with the City to identify an appropriate area for campaign recognition. The location, design, size, materials, content, and installation of any permanent display will require City approval. Additional recognition may include BYHA's website, social media, campaign materials, events, and other public acknowledgements. BYHA will not promise naming rights or permanent recognition without prior City approval.

Section 6: Marketing and Public Communications

BYHA will use its established website, social media, email, printed materials, community events, local media, and community partners to provide clear and consistent campaign communications, including fundraising progress, donor opportunities, and community impact.

Campaign materials will identify BYHA as the fundraising organization supporting the refrigeration system replacement at the City-owned Edwards Ice Arena. BYHA will coordinate with the City to ensure project-related communications accurately reflect the approved scope and the respective roles of BYHA and the City.

Section 7: Roles, Responsibilities, and City Authority

BYHA and the City of Beloit will work cooperatively while maintaining clearly defined responsibilities.

Beloit Youth Hockey Association Responsibilities

- Plan and conduct the fundraising campaign and donor outreach.
- Receive, restrict, track, acknowledge, and report campaign contributions.
- Manage campaign events, communications, marketing, and donor recognition.
- Provide appropriate fundraising and financial updates to the City.
- Manage campaign funds in accordance with this plan's fiscal and donor-protection provisions.

City of Beloit Responsibilities

- Retain ownership and operation of Edwards Ice Arena.
- Determine and approve final project scope, engineering, design, specifications, bidding, procurement, and contracting.
- Select and oversee contractors and vendors and manage construction, installation, permitting, inspections, and implementation.
- Approve permanent donor recognition or naming opportunities within the facility.
- Maintain facility insurance and project-related contractor requirements.
- Accept, own, and maintain the completed refrigeration system.

Authorization for BYHA to fundraise does not transfer facility ownership, construction responsibility, or project authority. BYHA raises and stewards charitable contributions; the City retains control and responsibility for the public facility and capital project.

Section 8: Insurance and Indemnification

BYHA maintains liability insurance appropriate to its organizational activities and participates in applicable insurance coverage available through USA Hockey. Edwards Ice Arena is a City of Beloit-owned facility, and the City retains responsibility for insurance and risk management associated with facility ownership, maintenance, capital improvements, contractors, and construction activities.

BYHA's role is limited to fundraising and donor stewardship and does not include project ownership, construction management, contractor performance, or facility operations. Contractors and vendors will be engaged and managed under City requirements, including applicable insurance, licensing, bonding, indemnification, and risk-management requirements. BYHA will maintain its organizational insurance and comply with any additional insurance requirements established by the City specifically for the authorized fundraising campaign.

Section 9: Term and Termination

The term of BYHA's fundraising authorization will be established by mutual agreement with the City upon approval of this plan. The campaign is anticipated to continue until the goal is achieved, the refrigeration project is fully funded, or the campaign is otherwise concluded by mutual agreement.

Any modification, suspension, or termination of the authorization will be coordinated between BYHA and the City. At campaign conclusion, BYHA will provide final financial reporting. Remaining funds will be handled under Section 4's fiscal management and donor-protection provisions. Final terms regarding duration, termination, reporting, and any additional requirements will be established as part of the City's authorization.

Section 10: Signatures and Certification

This fundraising plan is submitted with the approval of the Beloit Youth Hockey Association Board of Directors. Board approval represents the authorization of BYHA as an organization and is not dependent upon any individual officer or board member remaining in their current position. This structure recognizes that BYHA is a volunteer-led organization and that board membership and officer positions will naturally change over time.

The undersigned Board members acknowledge and approve the terms of this fundraising plan and authorize BYHA to seek approval from the City of Beloit to conduct the Edwards Ice Arena refrigeration system replacement fundraising campaign.

BYHA Board of Directors Approval

Board Approval Recorded By: S. White

Title: Rules + Ethics Director

Date of Board Approval: 8/19/2026

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**RESOLUTION APPROVING A FACILITY USE AGREEMENT BETWEEN THE CITY OF BELOIT AND BELOIT COLLEGE FOR USE OF THE EDWARDS ICE AND SPORT CENTER AND POHLMAN ADMINISTRATION BUILDING**		
Date:	**September 21, 2026**		
Presenter:	**William Frisbee, Public Works Director**	**Department:**	**Public Works**

Overview/Background Information

The City of Beloit owns and operates the Edwards Ice and Sport Center and the Pohlman Administration Building at Telfer Park, 2101 Cranston Road. Beloit College has requested use of the ice arena and designated office, locker room, and storage space in the Administration Building to support its men's ice hockey program.

Staff negotiated a Facility Use Agreement with Beloit College to reflect the College's need for dedicated administrative space, its personal property and equipment needs, and its proposed Parks & Recreation and Community Partnership commitments.

Key Issues (Aim for no more than 5 key issues)

1. **Premises and License**. The Agreement grants the College a non-exclusive license to use the Edwards Ice and Sport Center and designated space within the Pohlman Administration Building. The Agreement does not convey any leasehold or other real property interest to the College.
2. **Term**. The initial term runs September 1, 2026 through March 31, 2027, with four renewal options through the 2030–2031 season, subject to the College's notice of intent to renew.
3. **Fees**. The College will pay the City an annual fee of $12,000 for use of the Admin Building Premises and an hourly rate of $122 for ice rental, each escalating 3% per renewal term. The Admin Building fee is invoiced in six installments per term; ice rental fees are billed based on actual hours used or scheduled.
4. **Parks & Recreation and Community Partnership**. As further, non-monetary consideration for this Agreement, the College commits to the following:
   - Adopting Telfer Park and organizing team clean-up and beautification efforts at least four times annually;
   - Assisting with seasonal maintenance projects at Telfer Park and the Edwards Ice Arena as requested by the City, such as rink set-up and ice-making;
   - Providing student-athlete volunteers for City and Parks & Recreation events throughout the academic year, with additional availability in the summer;
   - Making interested student-athletes available for training and assistance with Zamboni operation and ice resurfacing, subject to City policy;
   - Collaborating with the Beloit Youth Hockey Association (BYHA) on player development, coach education, and youth hockey initiatives;
   - Hosting skills sessions and community engagement opportunities with student-athletes, particularly with BYHA; and
   - Supporting City recreation programming through student-athlete participation in community events.

   These commitments reflect a collaborative partnership beyond the fees paid under the Agreement, extending the benefit of the College's hockey program to Telfer Park, City recreation programming, and the youth hockey community.
5. **Insurance**. The College must carry commercial general liability insurance naming the City as an additional insured, with a self-insurance alternative available subject to the City's advance approval and a written indemnification undertaking.
6. **Termination**. Either party may terminate the Agreement for convenience upon 90 days' written notice. The Agreement also includes standard default provisions for nonpayment and other breaches.

Prior City Council Review

The City has not previously entered into a facility use agreement with Beloit College for the Edwards Ice and Sport Center or Pohlman Administration Building. This Agreement establishes a new relationship between the City and the College and does not replace or amend any prior agreement or Council action.

Conformance with Strategic Plan

Approval of this action would conform with the stated purpose of the following strategic goal

- ☒ Goal #1 – Safe and Healthy Neighborhoods
- ☐ Goal #2 – High Performing Organization
- ☒ Goal #3 – Economic and Residential Growth
- ☒ Goal #4 – High Quality of Life
- ☐ Goal #5 – High Quality Infrastructure and Connectivity
- ☒ Goal #6 – Enhanced Communications and Engagement

Sustainability

If applicable, briefly comment on the environmental, economic, and/or social sustainability of this policy or program. Consider how current needs are met without compromising the ability of future generations to meet their own needs. **Write N/A if not applicable**

The Agreement makes efficient use of existing City recreational infrastructure rather than requiring new construction, and generates recurring revenue to offset the cost of operating and maintaining the Edwards Ice Arena and Pohlman Administration Building.

Policy Compliance

Purchasing Policy Compliance:	☐	Complies with the City's Purchasing Policy
	☒	No City procurement of goods or services is contemplated by this action
Grant Policy Compliance:	☐	Complies with the City's Grant Policy
	☒	No City grant is contemplated by this action
Other City Policy Compliance:	☒	Complies with the applicable City Policy
	☐	No City Policy is applicable to this action

Action Required/Recommendation

Staff recommends that the City Council adopt the attached resolution approving the Facility Use Agreement with Beloit College and authorizing the City Manager to execute the Agreement on behalf of the City.

Fiscal/Budget Note

The Agreement generates Admin Building fee revenue of $12,000 in the initial term, escalating 3% per renewal term to $13,506 in Renewal Term 5 (approximately $63,710 in total Admin Building fees if all five terms are completed). Ice rental fees begin at $122 per hour and escalate 3% per renewal term to $137 per hour by Renewal Term 5. The Agreement does not include a minimum ice-hours commitment; actual ice rental revenue will depend on the hours the College schedules and uses each season.

Legal Review

Legal Review: ☒ This action has had legal review ☐ No legal review is needed for this action

Write N/A if not applicable:

The City Attorney's Office drafted the Facility Use Agreement. The Agreement's indemnification, insurance, and default provisions are structured to protect the City's legal and financial interests. The accompanying resolution authorizes the City Manager to execute the Agreement in substantially the form attached, with such final revisions as the City Attorney determines in their professional judgment are necessary or appropriate before execution.

Attachments

1. Resolution 2026-134 Approving a Facility Use Agreement with Beloit College
2. Facility Use Agreement (Beloit College) 2026–2031

Revised 08-19-2026

RESOLUTION 2026-134

RESOLUTION APPROVING A FACILITY USE AGREEMENT BETWEEN THE CITY OF BELOIT AND BELOIT COLLEGE FOR USE OF THE EDWARDS ICE AND SPORT CENTER AND POHLMAN ADMINISTRATION BUILDING

WHEREAS, the City of Beloit (the "City") owns and operates the Edwards Ice and Sport Center and the Pohlman Administration Building at Telfer Park, 2101 Cranston Road, Beloit, Wisconsin; and

WHEREAS, Board of Trustees of Beloit College (the "College") has requested use of the Edwards Ice and Sport Center and designated office, locker room, and storage space within the Pohlman Administration Building to support its men's ice hockey program; and

WHEREAS, City staff has negotiated a Facility Use Agreement with the College establishing a non-exclusive license for such use, an initial term of September 1, 2026 through March 31, 2027 with four renewal options through the 2030–2031 season, and an annual Admin Building fee and hourly ice rental rate each escalating 3% per renewal term; and

WHEREAS, as further, non-monetary consideration for the Facility Use Agreement, the College has committed to a Parks & Recreation and Community Partnership program, including park adoption and maintenance, seasonal facility support, student-athlete volunteers, and collaboration with the Beloit Youth Hockey Association, reflecting a collaborative partnership between the City and the College.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beloit does hereby approve the attached the Facility Use Agreement between the City of Beloit and Beloit College, and that the City Manager is hereby authorized to execute said agreement on behalf of the City of Beloit and to do all other things necessary and appropriate to implement and carry out the purposes of this Resolution; with such final revisions, corrections, and modifications as the City Attorney determines in their professional judgment are necessary or appropriate to effectuate the intent of this Resolution and protect the interests of the City.

Adopted this 21st day of September, 2026.

CITY COUNCIL OF THE CITY OF BELOIT

_____

Kevin Day, President

Attest:

_____

Rebecca Wallendal, City Clerk-Treasurer

FACILITY USE AGREEMENT

(Beloit College Hockey)

THIS AGREEMENT is made this ___ day of _____, 2026, by and between the City of Beloit, a Wisconsin municipal corporation, with its principal offices located at 100 State Street, Beloit, WI 53511 (hereinafter referred to as the "City") and Board of Trustees of Beloit College, an entity organized under the laws of the State of Wisconsin, with its offices located at 700 College Street, Beloit, WI 53511 (hereinafter referred to as the "College"). College and City are herein collectively referred to as "Parties" and separately as "Party". In consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the City and College agree as follows:

1. PREMISES AND SCOPE OF USE

1.1 **Description of Premises**. The City hereby grants the College a non-exclusive license to use the following premises during the term of this Agreement (the "Premises"). This Agreement grants a license to use the Premises for the purposes stated herein and does not convey to the College any leasehold, possessory, or other real property interest.

1.1.1 Edwards Ice and Sport Center, at 2101 Cranston Road in the City of Beloit, Rock County, Wisconsin: the ice sheet, surrounding spectator areas, scorers' tables, penalty boxes, rest rooms, mezzanine areas, and adjacent locker rooms (the "Ice Arena Premises"); and

1.1.2 Pohlman Administration Building, at 2101 Cranston Road in the City of Beloit, Rock County, Wisconsin: (the "Admin Building Premises"), consisting of designated office, locker room and storage space.

1.2 **Physical Control of the Environment of the Premises**. The City shall retain sole control of the physical environment of the Premises. Nothing in this Agreement shall be construed to grant the College the right to control the physical environment of the Premises.

1.3 **Modification or Improvement of Premises**. Any physical modification or improvement to the Premises must be approved in advance by the City. Any such modification or improvement shall become the property of the City, unless the City requires removal and restoration at the College's expense upon termination. The City approves, subject to plans and specifications submitted to and approved in advance by the City, the College's installation of: (a) branding decals in the Admin Building Premises; and (b) additional hooks in the locker room for hanging skates in individual stalls. All such installations shall be performed in a workmanlike manner and shall not damage or penetrate structural elements of the building without prior written approval.

1.4 **Maintenance of the Premises**. The City shall be responsible for maintenance of the ice sheet, consistent with generally accepted standards of ice quality and a schedule agreed to by both parties. Deficiencies in ice quality shall be reported to the Director of Parks and Recreation, or their designee (the "Director"), for corrective action.

In the event of an electrical or mechanical failure that causes the Ice Arena Premises to be closed, the City will notify the College as soon as possible. If, after consultation with

the College, the Director determines that the faulty equipment cannot be repaired timely, the Director shall have authority to close the ice rink. The City shall not be liable to the College for any damages arising from a cancellation due to electrical or mechanical failure.

The City shall be responsible for maintaining the Premises, the Admin Building Premises (including building systems, structure, and common areas), and adjacent parking lot and pedestrian areas, including general maintenance, cleaning, plowing, and garbage collection and disposal, and shall provide utilities including heat, electricity, water, and sewer, and maintenance of equipment including the refrigeration system, ice resurfacer, hockey boards, lighting, and spectator seating facilities.

1.5 **Use of the Premises**. The College agrees that the primary use of the Ice Arena Premises is for training, practice, and competitive events for its men's ice hockey program. The primary use of the Admin Building Premises is for team offices, meetings, equipment storage, and related athletic department functions. The parties acknowledge that the College's heavy use of the Admin Building Premises will occur from approximately September through mid-March each year. During periods of lower use, the College agrees to consolidate its stored items into a designated area of the Admin Building Premises upon reasonable request by the City, so as to accommodate other City uses of the building. Both parties will make reasonable efforts to coordinate schedules and avoid conflicts.

1.6 **Personal Property Brought Onto the Premises**. The College may bring onto the Admin Building Premises its own personal property, including without limitation a refrigerator, furniture, electronics (screens, projectors, computers), storage racks and shelving, athletic training equipment, player equipment, a portable skate sharpener, and training aids. All such property shall remain the personal property of the College and shall be removed by the College at the expiration or termination of this Agreement, at the College's expense. The City shall have no responsibility or liability for loss of or damage to the College's personal property, and the College is solely responsible for insuring such property against loss or damage.

1.7 **Damage to Premises**. The College shall be responsible for the cost of repair or replacement of any damage to the Premises, including the Ice Arena Premises, the Admin Building Premises, and any City equipment or fixtures located therein, caused by the acts or omissions of the College or its employees, agents, students, student-athletes, volunteers, guests, or contractors, ordinary wear and tear excepted. The City shall provide the College with written notice of any such damage and a reasonable estimate of repair or replacement costs, and the College shall reimburse the City within 30 days of invoice. This Section is in addition to, and not in lieu of, the College's obligations under the Indemnification provisions of this Agreement.

1.8 **Property Remaining After Termination**. If the College fails to remove its personal property from the Premises within 30 days following the expiration or termination of this Agreement, such property shall be deemed abandoned. The City may, at its option and without liability to the College, remove, store, or dispose of the property in any manner the City deems appropriate. The College shall reimburse the City for any reasonable costs of removal, storage, or disposal incurred under this Section.

2. TERM OF AGREEMENT

2.1 **Initial Term**. The initial term of this Agreement shall commence on September 1, 2026 and shall terminate on March 31, 2027. Each term under this Agreement is defined as the period between September 1 and March 31 of the following year.

2.2 **Option to Renew**. The College shall have the option to renew this Agreement for four additional terms, commencing on:

September 1, 2027 and ending March 31, 2028 (Renewal Term 2);
September 1, 2028 and ending March 31, 2029 (Renewal Term 3);
September 1, 2029 and ending March 31, 2030 (Renewal Term 4);
September 1, 2030 and ending March 31, 2031 (Renewal Term 5).

The College shall notify the City of its intent to renew for each additional term on or before April 1 of the then-current term.

3. FEES

3.1 **Admin Building Annual Fee and Ice Rental Rate.** The College agrees to pay the City an annual fee for use of the Admin Building Premises, and an hourly rate for ice rental at the Edwards Ice Arena, each escalating 3% per renewal term, as follows:

Term	Admin Building (Annual)	Ice Rental (Hourly)
Initial Term (09/01/2026 – 03/31/2027)	$12,000.00	$122.00
Renewal Term 2 (09/01/2027 – 03/31/2028)	$12,360.00	$126.00
Renewal Term 3 (09/01/2028 – 03/31/2029)	$12,731.00	$129.00
Renewal Term 4 (09/01/2029 – 03/31/2030)	$13,113.00	$133.00
Renewal Term 5 (09/01/2030 – 03/31/2031)	$13,506.00	$137.00

3.2 **Payment of Admin Building Fee.** The City shall invoice the College for the Admin Building fee in six equal installments. Invoices shall be mailed on September 1 and on the first day of each month thereafter through February 1 of the applicable term. Each invoice shall be payable within 30 days of the date of invoice.

3.3 **Ice Rental Fee.** The City and College shall mutually agree upon the method and schedule for billing and payment of ice rental fees under this Agreement. Absent a separate written agreement on billing and payment terms, ice rental fees shall be invoiced monthly by the City for ice time actually used or scheduled, payable within 30 days of the date of invoice.

4. ICE RESERVATION PROCEDURES. The College shall work with the City and other users of the Edwards Ice Arena to develop a mutually acceptable schedule for the College's ice time each season.

5. PARKS & RECREATION AND COMMUNITY PARTNERSHIP. In addition to the payments described in Section 3, and as further consideration for this Agreement, the College commits to the following:

5.1 **Parks & Recreation Partnership**

5.1.1 Adopt Telfer Park and organize team park clean-up and beautification efforts at least four times annually;

5.1.2 Assist with seasonal maintenance projects around Telfer Park and the Edwards Ice Arena as requested by the City (e.g., rink set-up, ice-making);

5.1.3 Provide volunteers to assist with City and Parks & Recreation events throughout the academic year, with additional availability during the summer as student-athlete schedules permit; and

5.1.4 Make interested student-athletes available to receive training and assist with Zamboni operation and ice resurfacing, subject to and in accordance with City policy.

5.2 **Community Partnership**

5.2.1 Collaborate with the Beloit Youth Hockey Association ("BYHA") to support player development, coach education, and youth hockey initiatives;

5.2.2 Host skills sessions and community engagement opportunities with College student-athletes, particularly with BYHA; and

5.2.3 Support City recreation programming through student-athlete participation in community events.

6. **SUPERVISION OF CITY EMPLOYEES**. The City shall be responsible for scheduling and supervising all City employees assigned to the Edwards Ice Arena and Pohlman Administration Building. Work requests originating from the College shall be communicated to the Director. The College and its officers, employees, students, or guests have no authority to schedule or supervise the work of City employees.

7. **INDEMNIFICATION**. The College agrees to indemnify and hold the City harmless from liability for any claims, including reasonable attorneys' fees, arising out of any acts or omissions of the College, its employees, agents, students, student-athletes, volunteers, guests, and contractors.

8. **INSURANCE.** The College shall, at its expense, procure the following insurance from insurance companies licensed to do business in Wisconsin with Best's ratings of no less than "A VII," in amounts and coverages not less than:

8.1 **Commercial General Public Liability Insurance**

General Aggregate Limit (other than Products/Completed Operations): $2,000,000
Products/Completed Operations Aggregate Limit: $2,000,000
Personal & Advertising Injury Limit: $1,000,000
Each Occurrence Limit: $1,000,000
Medical Expense Limit/Any One Person: $10,000

The Commercial General Liability policy will include protection for:

i. Bodily Injury and Property Damage Liability arising from premises, operations, products and completed operations; and

ii. Contractual Liability insurance coverings contracts which College may enter into as part of its normal business operations, including this contract.

8.2 **Certificate of Insurance**. All insurance policies and required endorsements shall be approved by the City prior to the execution of this Agreement. College shall provide the City with a certificate of insurance coverage required by this Agreement. The certificate shall name the City as an additional insured and shall unconditionally provide that the policy of insurance shall not be canceled or altered without thirty (30) days' prior written notice to the City.

8.3 **Self-Insurance Alternative**. In lieu of the commercial insurance required under Section 8.1, the College may satisfy its insurance obligations under this Agreement, in whole or in part, through a program of self-insurance, provided that:

8.3.1 The College provides the City with written evidence of its self-insurance program, including its funding structure and financial capacity to pay claims up to the limits required under this Agreement;

8.3.2 The self-insurance program is approved in advance by the City;

8.3.3 The College provides the City with a written undertaking, in a form acceptable to the City, agreeing to defend, indemnify, and hold the City harmless to the same extent as would be provided under the commercial policies described in Section 8.1, and confirming that such self-insurance shall not be canceled, reduced, or materially altered without thirty (30) days' prior written notice to the City; and

8.3.4 The College maintains excess or umbrella commercial coverage above its self-insured retention in amounts the City deems adequate, unless the City agrees otherwise in writing.

9. GENERAL PROVISIONS

9.1 **Council Approval**. This Agreement is subject to, and shall not become effective unless and until, approval by the Beloit City Council.

9.2 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or related to this Agreement shall lie in Rock County, Wisconsin.

9.3 **Compliance with Laws**. The College shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in its use of the Premises.

9.4 **Assignment of Agreement**. The College may not assign its interest in this Agreement without the express written authorization of the City.

9.5 **Amendment**. This Agreement may be amended only by written mutual consent of the City and the College.

9.6 **Entire Agreement**. This Agreement contains the entire agreement of the parties.

10. TERMINATION

10.1 **Termination for Convenience**. Either party may terminate this Agreement without cause upon 90 days' prior written notice to the other party. In the event of termination under this Section, the City shall refund to the College any fees paid for services or use not yet provided as of the effective date of termination, prorated on a monthly basis. Termination under this Section does not relieve either party of obligations accrued prior to the effective date of termination, including the College's obligation to remove its personal property under Section 1.8.

10.2 **Payment of Fees**. If the College fails to pay billings for reserved ice time or the Admin Building fee as required, the City shall give written notice to pay 50% of the delinquent payment within 14 days, with the balance due with the next regular billing. If the delinquent payment is the final payment for the term, the College shall have until April 30th to cure. If not cured, the City shall give a 5-day written notice to cure. If not cured within that time, this Agreement and the College's license to use the Premises shall terminate, and the College shall immediately vacate the Premises and remove its personal property. The City may pursue any remedy available at law or in equity to recover unpaid fees, including a use fee at the applicable hourly rate for any period the College remains on the Premises after termination.

10.3 **Other Breaches**. If the College is in default of any other provision of this Agreement, the City may give a 30-day notice to cure. If not cured within 30 days, this Agreement and the College's license to use the Premises shall terminate, and the College shall immediately vacate the Premises and remove its personal property. The City may pursue any remedy available at law or in equity, including a use fee at the applicable hourly rate for any period the College remains on the Premises after termination.

11. CONTACT PERSONS. The City designates the Director of Parks and Recreation, or their designee, as the contact person for this Agreement. The College designates _____ as its contact person.

12. NOTICES. Whenever notices are required under this Agreement, they shall be given as follows:

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

With a copy to:
Director of Parks and Recreation
City of Beloit
2351 Springbrook Court
Beloit, WI 53511

To the College:
Beloit College
Attention: _____
700 College Street
Beloit, WI 53511

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

Date: _____

CITY OF BELOIT

By:_____
Daniel Ortiz Hernandez, City Manager

Attest:

By:_____
Rebecca Wallendal, City Clerk-Treasurer

Approved as to Form:

By:_____
Elizabeth A. Krueger, City Attorney

Date: _____

BOARD OF TRUSTEES OF BELOIT COLLEGE

By:_____

Print Name: _____

By:_____

Print Name: _____