AGENDA
BELOIT CITY COUNCIL REGULAR MEETING
City Hall Forum - 100 State Street, Beloit, WI 53511
6:00 PM
Monday, November 16, 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, November 16, 2026.

1. CALL TO ORDER AND CONFIRMATION OF QUORUM

2. PLEDGE OF ALLEGIANCE

3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS

   3.a. Proclamation 2026-27 Recognizing Small Business Saturday (Adama)
   Attachment

4. PUBLIC HEARINGS

   4.a. Consideration of Ordinance No. 3924 amending the Zoning District Map of the City of Beloit for the property located at 1642 Sixth Street (Christensen) Plan Commission recommendation for approval 4-0 First Reading
   Attachment

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 special meeting minutes of October 13, 2026 (Wallendal)
   Attachment

   6.b. Consider the approval of the special meeting minutes of October 19, 2026 (Wallendal)
   Attachment

   6.c. Consider the approval of the regular meeting minutes of October 19, 2026 (Wallendal)
   Attachment

   6.d. Consideration of Resolution 2026-160 approving Applicants for an Alcohol Beverage Operator's (Bartender's) License for Years 2025-2027 (Wallendal)
   Attachment

6.e. Consideration of Resolution 2026-130 authorizing final payment of Public Works Contract C25-04 Beloit Public Library Discovery PLAYce (Frisbee)
Attachment

6.f. Consideration of Resolution 2026-155 authorizing final payment of Public Works Contract C25-27 Beloit Public Library Technology Bid Package (Frisbee)
Attachment

6.g. Consideration of Resolution 2026-156 authorizing final payment of Public Works Contract C26-09 Beloit Public Library Furniture Bid Package (Frisbee)
Attachment

6.h. Consideration of Resolution 2026-157 authorizing final payment of Public Works Contract C26-13 Beloit Public Library Exhibit Bid Package (Frisbee)
Attachment

6.i. Consideration of Resolution 2026-158 authorizing final payment of Public Works Contract C26-21 Beloit Public Library Discovery PLAYce 2 (Frisbee)
Attachment

6.j. Consideration of Resolution 2026-154 approving the Fire Department / Department of Natural Resources Memorandum of Understanding for Mutual Aid and Fire Suppression Services (Farley)
Attachment

6.k. Consideration of Resolution 2026-135 authorizing a Grant Agreement and Land Use Restriction Agreement with the Wisconsin Department of Administration for the Discovery Playce project at the Beloit Public Library, and an Indemnification Agreement with the Beloit Public Library Board (Krueger)
Attachment

6.l. Referral to Plan Commission: Relocation Order for Acquisition of Land from Backyard Properties for Rock County, LLC in the Town of Beloit for Henderson Stormwater Pond (Christensen)
Attachment

7. LICENSES

7.a. Resolution 2026-161 Approving an Application for a new Class "A" Beer and "Class A" Intoxicating Liquor License for OM Beloit Inc, d/b/a Tobacco Shack Liquor, located at 1212 Cranston Rd, Beloit, WI, Edgar Rodriguez, Agent (Wallendal)
Attachment

7.b. Consideration of Resolution 2026-163 Approving an Amendment to the Class "B" Fermented Malt Beverage (Beer) and "Class B" Intoxicating Liquor License for Henry Dorrbaker LLC, d/b/a Henry Dorrbaker, located at 605 Third St, Beloit, WI, Jeffery Whiteman, Agent.
Attachment

7.c. Consideration of Resolution 2026-164 Approving an Amendment to the Class "B" Fermented Malt Beverage (Beer) and "Class C" Wine License for Tarina Lister d/b/a Intimate Affairs by Tarina, from 205 W. Grand Ave to 2723 Prairie Ave, Beloit, Daiyon M. Davis, Agent.

Attachment

8. ORDINANCES

8.a. Consideration of Ordinance No. 3927 to create section 1.58(8)(e) and to amend sections 1.58(8)(d), 13.25(1), 13.26(2)(a)(1), and 25.04(4)(b)12 of the Code of General Ordinances of the City of Beloit pertaining to municipal court costs (Krueger) Second Reading
Attachment

8.b. Consideration of Ordinance No. 3928 establishing stop signs in Eagles Ridge Plats 5 and 6 (Frisbee)
Attachment

8.c. Consideration of Ordinance No. 3929 establishing stop signs in Elmwood Commons Plat 2 (Frisbee)
Attachment

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

12. REPORTS FROM BOARDS AND CITY OFFICERS

12.a. Consideration of Resolution 2026-166 extending the deadline for the New Market Rate Housing Grant to Next Generation Construction (Pennington)
Attachment

12.b. Discussion of a possible moratorium related to the development of data centers (Ortiz)

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, small businesses are an essential part of Beloit's economy, creating jobs, providing valuable goods and services, encouraging entrepreneurship, and contributing to the prosperity and quality of life of our community; and

WHEREAS, Beloit's locally owned shops, restaurants, service providers, and other small businesses give our city its unique character, bring people together, and help make Beloit a welcoming place to live, work, and visit; and

WHEREAS, the Downtown Beloit Association, established in 1987, works alongside local business owners, property owners, and community volunteers to strengthen and promote downtown Beloit, while the Greater Beloit Chamber of Commerce connects and supports businesses throughout the Greater Beloit area; and

WHEREAS, Small Business Saturday reminds us that choosing to shop, dine, and do business locally helps support local jobs, keeps resources circulating in our community, and recognizes the dedication, creativity, and hard work of the entrepreneurs and employees who help Beloit thrive throughout the year;

NOW, THEREFORE, BE IT PROCLAIMED, that the Beloit City Council does hereby proclaim **Saturday, November 28, 2026, as "Small Business Saturday"** in the City of Beloit and encourages all residents to shop local, dine local, and support small businesses during the holiday season and throughout the year.

Presented this 16th day of November, 2026.

BELOIT CITY COUNCIL

_____

Kevin Day, President

ATTEST:

_____

Rebecca Wallendal, City Clerk-Treasurer

2026-027

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	Ordinance No. 3924 amending the Zoning District Map for 1642 Sixth Street		
Date:	November 16, 2026		
Presenter:	Julie Christensen	**Department:**	Community Development

Overview/Background Information

Julie Christensen, on behalf of the City of Beloit Plan Commission, has submitted an application for review and consideration of a Zoning Map Amendment for the property located at 1642 Sixth Street from PUD, Planned Unit Development District, to R-1A and R-1B, Single-Family Residential districts.

Key Issues

1. A Planned Unit Development (PUD) is processed in three stages: approval of a PUD Master Land Use Plan, rezoning to PUD District, and approval of PUD Final Plans. The City Council adopted Resolution No. 2024-001 on January 2, 2024, authorizing the PUD Master Land Use Plan, and Ordinance No. 3815 on January 16, 2024, amending the Zoning District Map from R-1A to PUD for the subject property.
2. PUD Final Plans for the property were not approved within two years of approval of the PUD Master Land Use Plan. Therefore, the PUD Master Land Use Plan lapsed and is of no further force and effect, requiring Plan Commission to initiate action to remove the land from the PUD zoning district and to rezone the property to its former base zoning district classification or any other appropriate classification.
3. Since the approval of the PUD, the owner of 1642 Sixth Street conveyed portions of the property to adjacent property owners zoned R-1A, Single-Family Residential District, and the owner of 1617 Bluff Street, zoned R-1B Single-Family Residential District.
4. The property at 1642 Sixth Street is proposed to be rezoned to its former base zoning district classification of R-1A at this time, other than the portion of the property that was conveyed to the owner of 1617 Bluff Street, which is proposed to be rezoned to R-1B to match the current zoning of that parcel.
5. The Plan Commission reviewed the Ordinance amending the Zoning Map on October 21, 2026, and voted (4-0) to recommend approval of the Ordinance.

Prior City Council Review

- The City Council adopted Resolution No. 2024-001 on January 2, 2024, authorizing the PUD Master Land Use Plan.
- The City Council adopted Ordinance No. 3815 on January 16, 2024, amending the Zoning District Map from R-1A to PUD.

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
• City Council consideration and 1st reading of the proposed Ordinance.
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: N/A
Attachments
Ordinance No. 3924 and Staff Report to the Plan Commission

Revised 08-19-2026

ORDINANCE NO. 3924

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF BELOIT

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

Section 1. The Zoning District Map of the City of Beloit, mentioned in the Zoning Code, Chapter 19 of the Code of General Ordinances of the City of Beloit, is amended as follows:

The following described land is hereby changed from PUD, Planned Unit Development District, to R-1A, Single-Family Residential District:

That part of the SE 1/4 of the NW 1/4 of Section 26, T. 1 N., R. 12 E., City of Beloit, County of Rock, State of Wisconsin, described as follows: Commencing at a point 208 links South and 353 links East of the Northwest corner of the South 1/2 of the NW 1/4 of said Section 26; thence S. 88°30' E., 18.41 chains to the point of beginning; thence continuing S. 88° 30' E., 14.67 chains to the center of the Beloit and Afton Road (now known as Sixth Street); thence Southeasterly along the center of said Beloit and Afton Road, 7.42 chains; thence N. 88° 30' W., 14.67 chains; thence Northwesterly parallel to the center of said Beloit and Afton Road, 7.42 chains to the point of beginning; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

1. That part of the NW 1/4 of Section 26, T.1 N., R 12 E., City of Beloit, County of Rock, State of Wisconsin, described as follows: Commencing at a point 137.28 feet South and 232.98 feet East of the Northwest corner of the South 1/2 of the NW 1/4 of said Section 26; thence S. 88° 30' E., 1215.06 feet to the point of beginning; thence Continuing S. 88° 30' E., 188.68 feet; thence Southeasterly parallel to the center of the Beloit and Afton Road, 7.42 chains; thence N. 88° 30' W., 188.68 feet; thence Northwesterly parallel to the center of said Beloit and Afton Road, 7.42 chains to the place of beginning, (intending to be the West 2 acres of the above described property).

2. That part of the NW 1/4 of Section 26, T.1 N., R.12 E., City of Beloit, County of Rock, State of Wisconsin, described as follows: Commencing at a point 137.28 feet South and 232.98 feet East of the Northwest corner of the South 1/2 of NW 1/4 of said Section 26; thence S. 88° 30' E., 1403.74 feet to the point of beginning; thence continuing S. 88° 30' E., 186.26 feet; thence S. 12 °55' E., 484.30 feet; thence N. 88° 30' W., 186.26 feet; thence N. 12° 57' W., 482.88 feet to place of beginning.

3. Part of the NW 1/4 of Section 26, T.1 N., R.12 E., City of Beloit, County, of Rock, State of Wisconsin, described as follows: Beginning at a point in the Westerly line of Sixth Street, at its intersection with the Northerly line of the above described property; thence Westerly along said Northerly line, 120 feet; thence Southeasterly parallel to Sixth Street, 51. 05 feet; thence

Easterly parallel to said Northerly line, 120 feet; thence Northwesterly along Sixth Street, 51.05 feet to the point of beginning.

4. Part of the NW 1/4 of Section 26, T.1 N., R.12 E., City of Beloit, County of Rock, State of Wisconsin, described as follows: Beginning at a point in the Westerly line of Sixth Street, 51.05 feet Southeasterly of its intersection with the Northerly line of the above described property; thence Westerly parallel to said Northerly line, 120 feet; thence Southeasterly parallel to Sixth Street, 51.05 feet; thence Easterly parallel to said Northerly line, 120 feet; thence Northwesterly along Sixth Street, 51.05 feet to place of beginning.

5. Part of the NW 1/4 of Section 26, T.1 N., R.12 E., City of Beloit, County of Rock, State of Wisconsin, described as follows: Commencing at the Southeast corner of Lot 1 of Hazelhurst Addition to the City of Beloit; thence S. 18° 58' 40" E., 359.58 feet; thence S. 16° 20' 10" E., 29.91 feet; thence S. 89° 56' 30" W., 118.34 feet to the place of beginning; thence continuing S. 89° 56' 30" W., 50.24 feet; thence S. 0° 03' 30" E., 98.01 feet; thence N. 89° 56' 30" E., 78.78 feet; thence N. 16° 20' 10" W., 102.10 feet to the place of beginning.

6. Part of The NW 1/4 of Section 26, T.1 N., R.12 E., City of Beloit, County of Rock, State of Wisconsin, described as follows: Commencing at an iron pipe on the Westerly line of Sixth Street at its intersection with the Northerly line of the above described property, said pipe being S. 17° 25 1/2' E. along the Westerly line of Sixth Street, 389.92 feet from the Southeast corner of Hazelhurst Addition to the City of Beloit; thence S. 14 ° 44' E. along the Westerly line of Sixth Street, 102.10 feet to an iron pipe at place of beginning of this description; thence continuing S. 14° 44' E. along the Westerly line of Sixth Street, 75.00 feet to an iron pin; thence N. 88° 30' W., parallel with said Northerly line of the above described property, 140.97 feet to an iron pin; thence N. 1° 30' E., 72.05 feet to an iron pipe; thence S. 88° 30' E., 120.00 feet to place of beginning.

7. Part of the NW 1/4 of Section 26, T.1 N., R.12 E., City of Beloit, County of Rock, State of Wisconsin, described as follows: Beginning at a gas pipe monument in the West line of Sixth Street, 98.14 feet Northerly from the Northeast Corner of Lot 73 of Rockview Addition to the City of Beloit; thence S. 99° 43' W., 120 feet to a gas pipe monument; thence Southerly in a direct line that would intersect the Northwest corner of said Lot 73 of Rockview Addition, 47.97 feet to a gas pipe monument; thence Easterly in a direct line, 119.98 feet to a gas pipe monument in the West line of Sixth Street; thence Northerly along the West line of Sixth Street, 49.07 feet to place of beginning.

8. Part of the NW 1/4 of Section 26, T.1 N., R.12 E,., City of Beloit, County of Rock, State of Wisconsin, described as follows: Beginning at a point 49.07 feet Northerly from the Northeast corner of Lot 73 of Rockview Addition to the City of Beloit, on the West line of Sixth Street; thence Westerly parallel to the North boundary line of said Rockview Addition, 120 feet to a

point 47.97 feet North of the boundary line of said Rockview Addition; thence Southerly to the Northwest corner of said Lot 73 of Rockview Addition; thence Easterly along said North boundary line of Rockview Addition to the West line of Sixth Street, 49.07 feet to the place of beginning.

9. Part of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 01 North, Range 12 East, in the City of Beloit, Rock County, Wisconsin, which is bounded and described as follows: Beginning at a 1.5 inch od iron pipe found with a cast iron vault marking the northwest corner of Lot 74 in Rockview Addition as recorded in the Rock County Registry; thence S 88°40'26" W, along the monumented north line of said Rockview Addition, 43.63 feet; thence N 04°18'36" W, 13.58 feet; thence N 85°32'58" E, 24.76 feet; thence N 78°02'38" E, 75.57 feet; thence N 74°30'20" E, 58.78 feet, to a point in the westerly line of lands described in Document No. 1719252 as recorded in the Rock County Registry; thence S 12°13'18" E, along said westerly line of Document No. 1719252, 44.04 feet, to the northeast corner of said Lot 74; thence S 88°40'26" W, along the north line of said Rockview Addition, 120.00 feet, to the point of beginning.

10. Part of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 01 North, Range 12 East, in the City of Beloit, Rock County, Wisconsin, which is bounded and described as follows: Commencing at a 1.3 inch od iron pipe found with a cast iron vault marking the northwest corner of Lot 82 in Rockview Addition as recorded in the Rock County Registry; thence N 88°40'26" E, along the monumented north line of said Rockview Addition, 175.05 feet, to the point of beginning of lands herein described; thence continuing N 88°40'26" E, along said monumented north line of Rockview Addition, 65.00 feet, to a 1.3 inch od iron pipe found with a cast iron vault marking the northeast corner of Lot 81 in said Rockview Addition; thence continuing N 88°40'26" E, along said monumented north line of Rockview Addition, 16.09 feet; thence N 04°18'36" W, 13.58 feet; thence N 85°32'58" E, 24.76 feet; thence N 78°02'38" E, 25.04 feet; thence N 25°42'01" W, 18.06 feet; thence N 55°34'27" W, 13.03 feet; thence S 84°41'55" W, 31.62 feet; thence S 64°55'18" W, 12.88 feet; thence S 77°52'25" W, 35.56 feet; thence N 88°56'37" W, 37.95 feet; thence S 09°31'25" E, 31.46 feet, to the point of beginning.

The following described land is hereby changed from PUD, Planned Unit Development District, to R-1B, Single-Family Residential District:

1. Part of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 01 North, Range 12 East, in the City of Beloit, Rock County, Wisconsin, which is bounded and described as follows: Beginning at a 1.5 inch od iron pipe found with a cast iron vault marking the northwest corner of Lot 74 in Rockview Addition as recorded in the Rock County Registry; thence S 88°40'26" W, along the monumented north line of said Rockview Addition, 43.63 feet; thence N 04°18'36" W, 13.58 feet; thence N 85°32'58" E, 24.76 feet; thence N 78°02'38" E, 75.57 feet; thence N 74°30'20" E, 58.78 feet, to a point in the westerly line of lands described in Document No.

1719252 as recorded in the Rock County Registry; thence S 12°13'18" E, along said westerly line of Document No. 1719252, 44.04 feet, to the northeast corner of said Lot 74; thence S 88°40'26" W, along the north line of said Rockview Addition, 120.00 feet, to the point of beginning.

2. Part of the Southeast 1/4 of the Northwest 1/4 of Section 26, Township 01 North, Range 12 East, in the City of Beloit, Rock County, Wisconsin, which is bounded and described as follows: Commencing at a 1.3 inch od iron pipe found with a cast iron vault marking the northwest corner of Lot 82 in Rockview Addition as recorded in the Rock County Registry; thence N 88°40'26" E, along the monumented north line of said Rockview Addition, 175.05 feet, to the point of beginning of lands herein described; thence continuing N 88°40'26" E, along said monumented north line of Rockview Addition, 65.00 feet, to a 1.3 inch od iron pipe found with a cast iron vault marking the northeast corner of Lot 81 in said Rockview Addition; thence continuing N 88°40'26" E, along said monumented north line of Rockview Addition, 16.09 feet; thence N 04°18'36" W, 13.58 feet; thence N 85°32'58" E, 24.76 feet; thence N 78°02'38" E, 25.04 feet; thence N 25°42'01" W, 18.06 feet; thence N 55°34'27" W, 13.03 feet; thence S 84°41'55" W, 31.62 feet; thence S 64°55'18" W, 12.88 feet; thence S 77°52'25" W, 35.56 feet; thence N 88°56'37" W, 37.95 feet; thence S 09°31'25" E, 31.46 feet, to the point of beginning.

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

Adopted this ____ day of _____, 2026.

City Council of the City of Beloit

_____

Kevin Day, Council President

Attest:

_____

Rebecca Wallendal, City Clerk-Treasurer

Published this ____ day of _____, 2026

Effective this ____ day of _____, 2026

01-611100-5231-_____

REPORT TO THE PLAN COMMISSION

Plan Commission Meeting Date: October 21, 2026

Agenda Item: 3.a.

File Number: ZMA-2026-08

General Information

Applicant: Julie Christensen on behalf of the City of Beloit Plan Commission

Owner: The Jomago Company, LLC

Address/Location: 1642 Sixth Street

Applicant's Request/Proposal: Zoning Map Amendment from PUD, Planned Unit Development District, to R-1A and R-1B, Single-Family Residential districts.

Staff Analysis

Background: The subject property is a vacant site that was approved as a Planned Unit Development (PUD) for a multi-family residential development in 2024. A PUD is processed in three stages: approval of a PUD Master Land Use Plan, rezoning to PUD District, and approval of PUD Final Plans. The City Council adopted Resolution No. 2024-001 on January 2, 2024, authorizing the PUD Master Land Use Plan, and Ordinance No. 3815 on January 16, 2024, amending the Zoning District Map from R-1A to PUD for the subject property.

PUD Final Plans for the property were not approved within two years of approval of the PUD Master Land Use Plan. As a result, the PUD Master Land Use Plan lapsed and is of no further force and effect, requiring Plan Commission to initiate action to remove the land from the PUD zoning district and to rezone the property to its former base zoning district classification or any other appropriate classification.

Since the approval of the PUD, the owner of 1642 Sixth Street conveyed portions of the property to adjacent property owners zoned R-1A, Single-Family Residential District, and the owner of 1617 Bluff Street, zoned R-1B, Single-Family Residential District.

Request Details: The property at 1642 Sixth Street is proposed to be rezoned to its former base zoning district classification of R-1A, other than the portion of the property that was conveyed to 1617 Bluff Street, which is proposed to be rezoned to R-1B to match the current zoning of that parcel.

Existing Site Conditions: The subject property is vacant with the exception of structures accessory to the single-family detached dwellings that occupy portions of land conveyed to adjoining property owners following the PUD approval in 2024. The property has frontage on Sixth Street to the east.

Surrounding Land Use and Zoning: To the west, north, northeast, and southeast of the subject property are primarily single-family residential uses in the R-1A, Single-Family Residential District. To the south are primarily single-family residential uses in the R-1B, Single-Family Residential District. To the east, across Sixth Street, are properties likewise zoned R-1A and R-1B.

City of Beloit Comprehensive: The Future Land Use Map of the Comprehensive Plan recommends *Planned Neighborhood* for the subject property, which includes "a carefully planned mix of single dwelling unit detached or attached, two-dwelling, multi-dwelling buildings, small scale business, community facilities, and parks, recreation, and conservancy uses consistent with Traditional Neighborhood Design principles […] and forms of development at a minimum of 4-8 dwelling units per gross acre." According to the Comprehensive Plan, the proposed zoning districts of R-1A and R-1B are compatible with the *Planned Neighborhood* designation. Therefore, this proposed Zoning Map Amendment is consistent with the Comprehensive Plan, as required by Section 66.1001(3) of Wisconsin Statutes.

Zoning Map Amendment Findings of Fact: According to Section 2-304 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations:

1. **The existing use of property within the general area of the subject property.**
   The existing uses within the general area of the subject property are primarily single-family residential. Sixth Street is a Minor Arterial road that also has commercial and institutional uses within the neighborhood.

2. **The zoning classification of property within the general area of the subject property.**
   To the west, north, northeast, and southeast of the subject property are parcels in the R-1A, Single-Family Residential District. To the south are parcels in the R-1B, Single-Family Residential district. To the east, across Sixth Street, are properties likewise zoned R-1A and R-1B.

3. **The suitability of the subject property for the uses permitted under the existing zoning classification**.
   The property cannot be developed under the existing zoning classification of PUD.

The Zoning Ordinance states that this special purpose district is inextricably linked to approved PUD plans and no rights of development apply to a PUD zoning designation other than those of the approved PUD plan. Since PUD Final Plans for the property were not approved within two years of approval of the PUD Master Land Use Plan, the PUD Master Land Use Plan lapsed and is of no further force and effect. Furthermore, the ordinance requires Plan Commission to initiate action to remove the land from the PUD zoning district and to rezone the property.

4. **The trend of development and zoning map amendments in the general area of the subject property.**

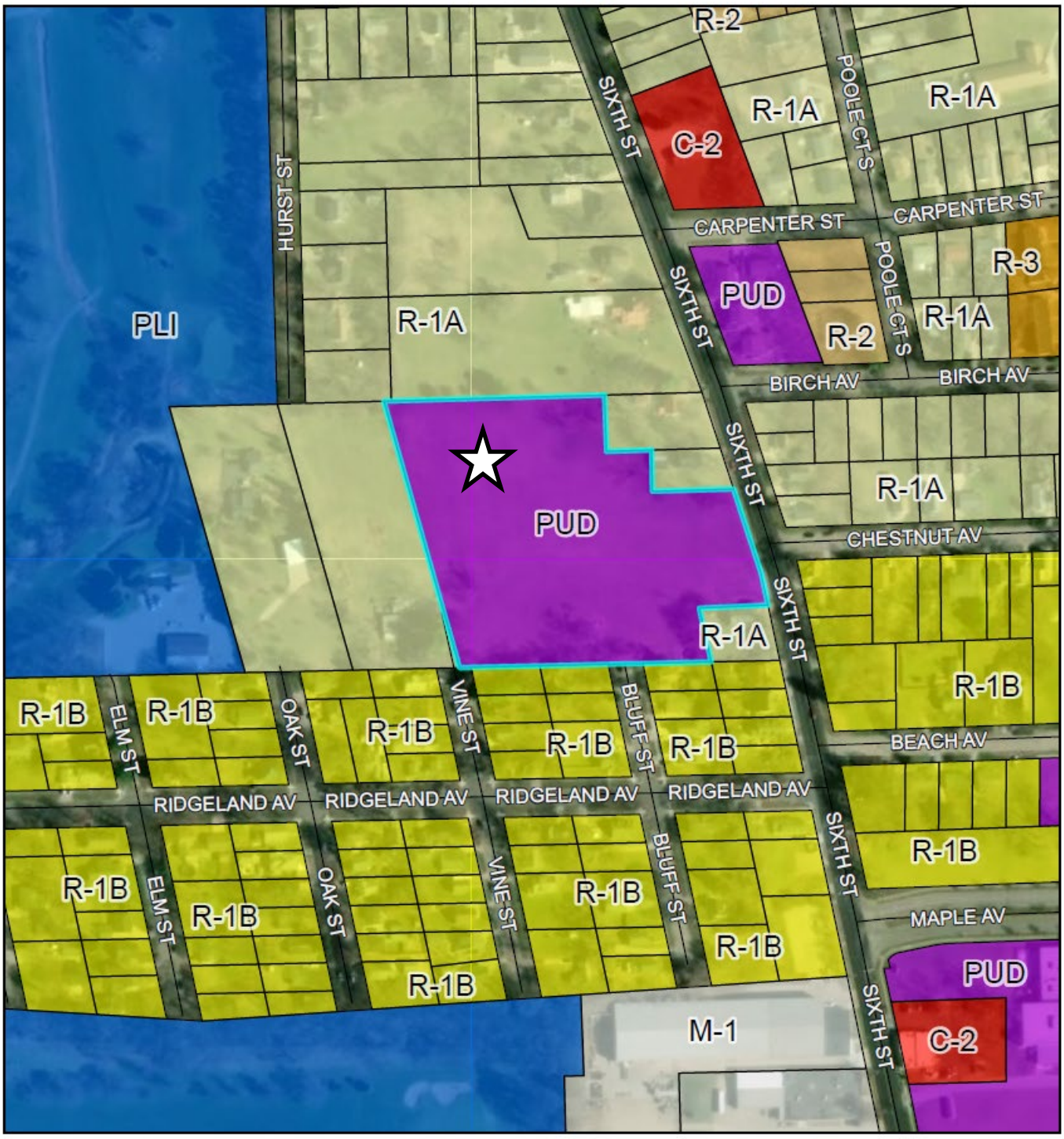
   This area consists of established single-family residential developments in the R-1A and R-1B zoning districts, and the vacant subject property was zoned R-1A prior to the PUD approval in 2024. However, over the past decade, a few parcels along the Sixth Street corridor in the vicinity of the subject property have been rezoned to commercial and PUD districts to accommodate redevelopment. Most recently, a property to the north at 1737 Sixth Street that was a former church was rezoned for commercial use. Also, the School District Administration Building, Meals on Wheels, and the Boys and Girls Club of Beloit built new buildings along nearby Maple Avenue. Likewise in the past few years, the Rock Bar and Grill completed a renovation and the City of Beloit upgraded Wootton Park's tennis and pickleball courts. Lastly, as noted, the subject property was approved as a PUD and rezoned to PUD for a multi-family residential development. However, final plans were not submitted for approval because the owner was not able to secure tax credits to help fund the project.

STAFF RECOMMENDATION – ZONING MAP AMENDMENT:

The Planning and Building Services Division recommends **approval** of a Zoning Map Amendment to change the zoning district classification from PUD, Planned Unit Development District, to R-1A and R-1B, Single-Family Residential districts.

ATTACHMENTS: Zoning Map, Future Land Use Map, Application, Public Notice, Mailing List, and Ordinance.

City of Beloit Zoning Map - 1642 Sixth St



10/13/2026

1:4,000

0 0.03 0.05 0.1 mi

0 0.04 0.08 0.16 km

Streets
Parcels

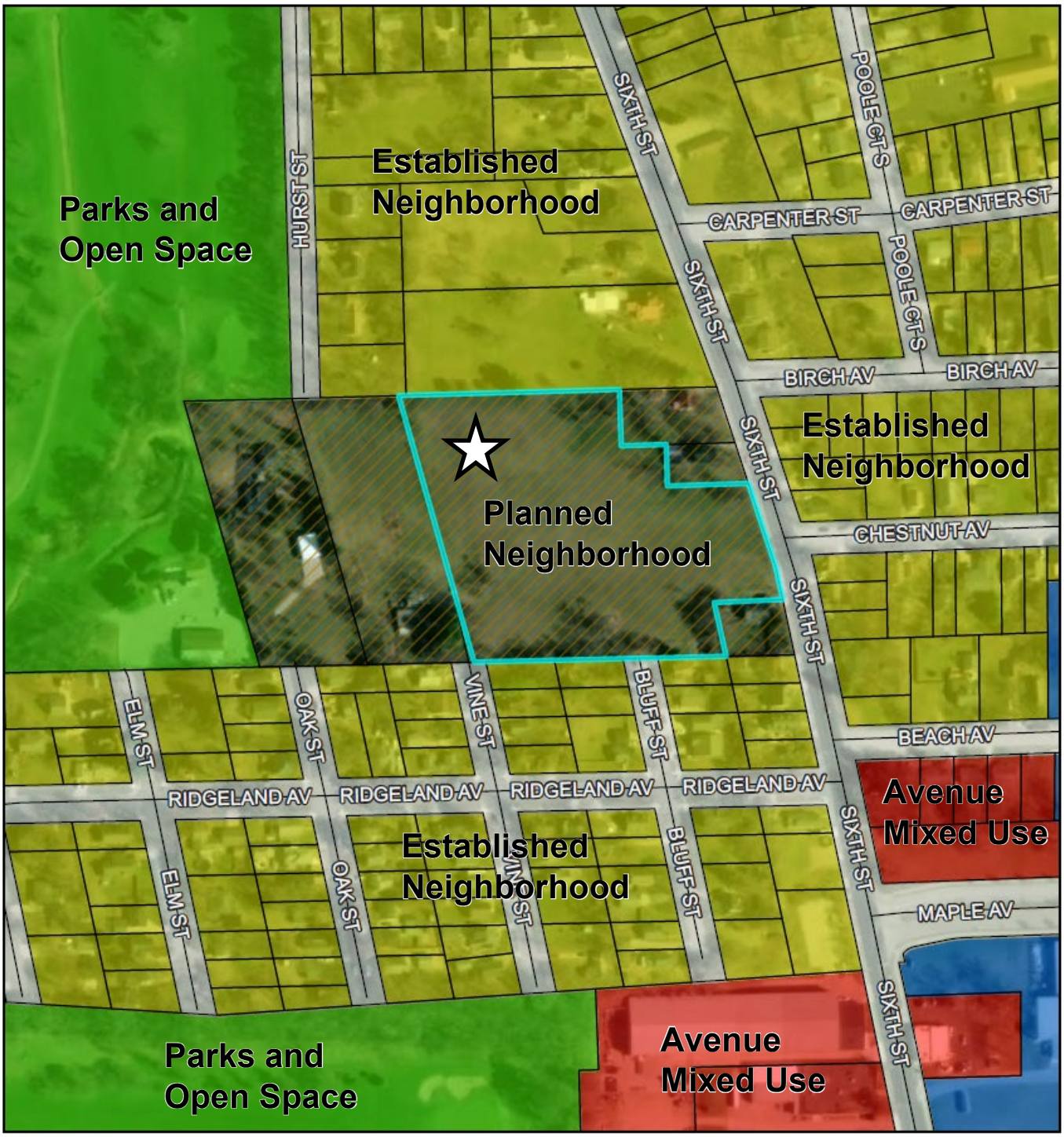
Zoning Districts
C-2
M-1
PLI
PUD
R-1A
R-1B
R-2
R-3

World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations
1.2m Resolution Metadata

Rock County 911 Communications Center GIS Coordinator, TopComp, Inc., Michigan, Vantor

City of Beloit Planning and Development Services

City of Beloit Future Land Use Map - 1642 Sixth St



10/13/2026

Future Land Use
- Established Neighborhood
- Planned Neighborhood
- Avenue Mixed Use
- Community Services
- Parks and Open Space
- Right-of-Way

World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 1.2m Resolution Metadata

1:4,000

0 0.03 0.05 0.1 mi

0 0.04 0.08 0.16 km

Vantor

City of Beloit Planning and Development Services

CITY of BELOIT

PLANNING & BUILDING SERVICES DIVISION

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

Zoning Map Amendment Application Form

(Please Type or Print) **File No.:** _____

1. **Address of subject property:** 1642 Sixth St

2. **Legal description: Lot:**_____ **Block:**_____ **Subdivision:** _____
(If property has not been subdivided, attach a copy of the complete legal description from deed.)

Property dimensions are: _____ feet by _____ feet = _____ square feet.

If more than two acres, give area in acres: 5.172 acres.

3. **Tax Parcel Number(s):** 12670590

4. **Owner of record:** The Jomago Company, LLC Phone: _____

275 Franklin St	Evansville	WI	53536
(Address)	(City)	(State)	(Zip)

5. **Applicant's Name:** City of Beloit Plan Commission

100 State Street	Beloit	WI	53511
(Address)	(City)	(State)	(Zip)

(608) 364-6700	/	/
(Office Phone #)	(Cell Phone #)	(E-mail Address)

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

Change zoning district classification from: PUD to: R-1A, R-1B

All existing uses on this property are: Vacant land

7. **All the proposed uses for this property are:**

Principal use(s): _____

Secondary use(s): _____

Accessory use(s): _____

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

( ) Owner

( ) Leasehold, Length of lease:_____

( ) Contractual, Nature of contract:_____

(✓) Other, explain: City of Beloit Plan Commission

9. Individual(s) responsible for compliance with conditions (if any), if request is granted:

Name(s): _____ Phone: _____

_____

(Address) (City) (State) (Zip)

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

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

(Signature of Owner)	(Print name)	(Date)
Julie Christensen	Julie Christensen	9/18/26
(Signature of Applicant, if different)	(Print name)	(Date)

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

To be completed by Planning Staff

Filing Fee: **$500.00** Amount Paid:_____ Meeting Date:_____

Application accepted by:_____ Date:_____

CITY HALL • 100 STATE STREET • BELOIT, WI 53511
Office: 608/364-6700 • Fax: 608/364-6609
www.beloitwi.gov
Equal Opportunity Employer

NOTICE TO THE PUBLIC

October 7, 2026

To Whom It May Concern:

The City of Beloit has initiated an application for review and consideration of a Zoning Map Amendment for the property located at **1642 Sixth Street** from PUD, Planned Unit Development District, to R-1A and R-1B, Single-Family Residential districts.

The following public hearings will be held regarding this application:

City Plan Commission: Wednesday, October 21, 2026, at 5:30 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

City Council: Monday, November 16, 2026, at 6:00 PM, or as soon thereafter as the matter can be heard in The Forum, Beloit City Hall, 100 State Street.

We are interested in your opinion.

Anyone bringing handouts to the Plan Commission meeting must bring 10 copies and submit them to City staff before the meeting begins. You may also mail your comments to the attention of Przemek Gaczol at 100 State Street or via email to gaczolp@beloitwi.gov.
You may also call (608) 364-6708 to provide your comments over the phone.

Mailing List

The Jomago Company, LLC
275 Franklin St
Evansville, WI 53536-1414

Nancy Davis
1618 Bluff St
Beloit, WI 53511-3410

Nicholas E. Schneider
1617 Bluff St
Beloit, WI 53511-3410

Ronald Greer
1628 6th St
Beloit, WI 53511-3460

Abel Valadez
1607 Vine St
Beloit, WI 53511-3468

Bogumila Kuczynski
1618 6th St
Beloit, WI 53511-3460

Brauer Trust No 2005
11779 W Hafeman Rd
Orfordville, WI 53576-9469

Breyton Batterman
1651 6th St
Beloit, WI 53511-3475

Jordan Robert Crary
1608 Vine St
Beloit, WI 53511-3468

Patricia Mitchell
405 Ridgeland Ave
Beloit, WI 53511-3447

Mellin Rentals, LLC
1910 McKinley Ave
Beloit, WI 53511-2840

Anne Marie Ames
1658 6th St
Beloit, WI 53511-3460

Killian Roberson
1619 6th St
Beloit, WI 53511-3459

Beverly P. Mulligan
2091 Shopiere Rd Ste D
Beloit, WI 53511-3741

WEP Enterprise, LLC
1313 11th St
Beloit, WI 53511-4219

Jack M. Cronin
335 Ridgeland Ave
Beloit, WI 53511-3469

Kristine Baker
349 Ridgeland Ave
Beloit, WI 53511-3469

William Clark
87 1674 Wehiwehi St
Waianae, HI 96792-2857

Ladder Property Ventures, LLC
828 E Nakoma Ct
Beloit, WI 53511-2128

Wilfrido Aldama
3179 S High Crest Rd
Beloit, WI 53511-1657

Fernando Lara
1608 6th St
Beloit, WI 53511-3460

Julie Sawle
253 Peterson Trl
Oregon, WI 53575-8807

The Kenneth J Klaas Rev Living Trust
1666 6th St
Beloit, WI 53511-3460

Mark E. Hirst
1034 11th St
Beloit, WI 53511-5131

Asa A. Sarnow
1720 6th St
Beloit, WI 53511-3462

Julia Rosas
1613 Bluff St
Beloit, WI 53511-3410

Robert B. Crary
1618 Vine St
Beloit, WI 53511-3468

Peggy Heeren
4252 Fox Hills Ct
Janesville, WI 53546-8207

Nguyen K. Ho
1605 Bluff St
Beloit, WI 53511-3410

Jacob A. Foulker
1612 6th St
Beloit, WI 53511-3460

John R. Marshall
1707 Hurst St
Beloit, WI 53511-3431

Jason R. Rebout
PO Box 840
Janesville, WI 53547-0840

PROCEEDINGS OF THE BELOIT CITY COUNCIL
SPECIAL MEETING
100 State Street, Beloit WI 53511 – 10:00 a.m.
October 13, 2026

1) CALL TO ORDER AND DETERMINATION OF QUORUM
President Day called the meeting to order at 10:02 a.m.
Present: Kevin Day, Marty Densch, Nancy Forbeck, Kevin Leavy, Jim White
Absent: Sherry Blakeley, Yusuf Adama

2) BUSINESS ITEMS

a. Consideration of Ordinance No. 3925 establishing temporary all-way stop control at Willowbrook Road and the private drive 940 feet south of Colley Road, and authorizing temporary traffic control and parking restrictions for construction at 777 Willowbrook Road (Frisbee) First Reading (consider waiving second reading)

City Manager Ortiz presented this item to the City Council. Discussion about the draft ordinance occurred. The council discussed questions surrounding traffic matters and the grand opening.

Moved by Forbeck – Seconded by Leavy to suspend the rules. Motion carried 5-0.

Moved by Densch – Seconded by Leavy to approve Ordinance 3925. Motion carried 5-0.

3) ADJOURNMENT

Moved by Densch – Seconded by Leavy to adjourn at 10:23 a.m. Motion carried 5-0.

_____
Rebecca Wallendal, City Clerk-Treasurer

www.beloitwi.gov
Date approved by City Council:

PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511 – 5:00 p.m.
October 19, 2026

1) CALL TO ORDER AND DETERMINATION OF QUORUM
President Day called the meeting to order at 5:00 p.m.
Present: Yusuf Adama, Sherry Blakeley, Kevin Day, Marty Densch, Nancy Forbeck, Kevin Leavy, James White
Absent: None

2) BUSINESS ITEMS
2.a. Interview candidates Paul Martin and Robin Andrews for the Joint Fire Commission.

3) ADJOURNMENT
Moved by Marty Densch, seconded by Nancy V. Forbeck to adjourn at 5:22 p.m. Motion carried.

Rebecca Wallendal, City Clerk-Treasurer

www.beloitwi.gov
Date approved by City Council:

PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 6:00 PM
Monday, October 19, 2026

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

2) PLEDGE OF ALLEGIANCE

3) SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
3.a. Proclamation 26-023 recognizing Dwarfism Awareness Month was presented to Hugo Casique. Attachment
3.b. Proclamation 2026-024 recognizing October 24, 2026 as World Polio Day was presented to Jim Van De Bogart and Tom Finley of Rotary Club. Attachment

4) PUBLIC HEARINGS
4.a. Public Hearing on the 2027 Operating, Library, and Capital Improvements Proposed Budgets (Miller) (Proposed budget available for review at www.beloitwi.gov)
President Day opened the public hearing. No one spoke. President Day closed the public hearing.
4.b. Public Hearing on the 2027 Home Investment Partnership Program (HOME) Budget (Christensen) Attachment
President Day opened the public hearing. No one spoke. President Day closed the public hearing.
4.c. Public Hearing on the Community Development Block Grant (CDBG) 2027 Budget and Annual Action Plan. Attachment
Kevin Leavy recused himself.
Deputy Community Development Director Bown and Grants Administrator Gonzalez presented.
President Day opened the public hearing.
Patricia Majeed, Beloit – support Beloit City-Wide Youth Softball
Dan Eddy, Beloit – support for Messiah Lutheran Food Pantry
Linda Stocker, Beloit – support for Messiah Lutheran Food Pantry
Allison Creekmur, Madison, Legal Action of Wisconsin – provides support to renters navigating legal evictions.
Merri Boos, Rockton – support for Messiah Lutheran Food Pantry
Carol Wilkins, Beloit – support for Messiah Lutheran Food Pantry
Linda Appleby, Beloit (email) – support for Messiah Lutheran Food Pantry

DRAFT

President Day closed the public hearing.
Kevin Leavy rejoined the meeting.
4.d. Public hearing on Proposed Fare Adjustments for Beloit Transit (Bown) Attachment
President Day opened the public hearing. No one spoke. President Day closed the public hearing.

5) PUBLIC COMMENTS
Doug Elfstrom, Beloit (email) – support for School District of Beloit, support for Safe Streets program to support walk and bike traffic, support for data center moratorium.
Matthew Windmoeller-Schmit, Beloit (email) – Support for data center moratorium
Dr. Brittany Keyes, Beloit (email) – transparency needed on UDO Advisory Committee, support for data center moratorium
Lynda Wallis, Beloit (email) – support for data center moratorium

6) CONSENT AGENDA
Motion by Jim White, seconded by Yusuf Adama, to adopt the Consent Agenda as presented. Motion carried.
6.a. Consider the approval of the regular meeting minutes of October 5, 2026 (Wallendal) Attachment
6.b. Consideration of Resolution 2026-145 approving applicants for an Alcohol Beverage Operator's (Bartender's) License for years 2025-2027 (Wallendal) File 9126 Attachment
6.c. Consideration of Resolution 2026-143 Approving a First Amendment to the Master Development Agreement for Eagles Ridge Plat No. 4 (Frisbee) File 8642 Attachment
6.d. Consideration of Resolution 2026-144 Approving a Development Agreement, Water Main Easement, and Sanitary Sewer Easement for a Duplex Development at 2209-2217 Hickory Drive (Frisbee) File 2209-2026 Attachment
6.e. Referral to Plan Commission: Ordinance No. 3924 amending the Zoning District Map of the City of Beloit for 1642 Sixth Street (Christensen) Attachment.pdf

7) LICENSES - None

8) ORDINANCES
8.a. Consideration of Ordinance No. 3921 amending the Zoning District Map of the City of Beloit for the property located at 2325 Murphy Woods Road (Christensen) Plan Commission recommendation for approval 4-0 Second Reading. File 2325-2026 Attachment
Motion by Kevin Leavy, seconded by Nancy V. Forbeck, to adopt Ordinance 3921 as presented. Motion carried.
8.b. Consideration of Ordinance No. 3923 to amend sections 11.05(2)(f)(4)(e) and 11.05(2)(f)(5)(f) of the Code of General Ordinances of the City of Beloit pertaining to Obstructions or Encroachments (Pennington) Second reading. File 9024 Attachment
Motion by Marty Densch, seconded by Kevin Leavy, to adopt Ordinance 3923 as presented. Motion carried.

9) APPOINTMENTS
9.a. Appointments

DRAFT

Attachment

Motion by Nancy V. Forbeck, seconded by Sherry Blakeley, to approve the appointments as presented. Motion carried.

10) COUNCILOR ACTIVITIES AND UPCOMING EVENTS

Jim White – In Person Absentee Voting starts tomorrow.
Marty Densch – I attended the Beloit Historical Society Hall of Fame Induction with five outstanding community members inducted. I also attended the badge pinning for two new police officers. Chief Stewart is doing a great job in bringing in new candidates.
Sherry Blakeley – Congratulations to the Hall of Fame inductees. Friends of Beloit Library is holding their used book sale this week.
Kevin Leavy – no report
Nancy V. Forbeck – I also attended the badge pinning for the new police officers. It is great to see how proud the families are of these officers.
Yusuf Adama –I also attended the badge pinning and echo the statements about Chief Stewart and the efforts to fill positions. I encourage everyone to vote and stay involved in our city.
Kevin Day – I also attended the badge pinning. Thank you to everyone who participated in the budget workshop. Thursday is Beloit Community Day at the new Ho-Chunk Casino, with the grand opening on Friday.

11) CITY MANAGER PRESENTATION - None

12) REPORTS FROM BOARDS AND CITY OFFICERS - None

13) ADJOURNMENT

Motion by Nancy V. Forbeck, seconded by Kevin Leavy, to adjourn at 7:48 p.m. Motion carried.

_____
Rebecca Wallendal, City Clerk-Treasurer

DRAFT

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**Resolution Considering the Applications for Alcohol Beverage Operator's (Bartender's) Licenses for license period July 1, 2025 - June 30, 2027.**		
Date:	**November 16, 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 October 28, 2026 – November 10, 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 October 28, 2026 – November 10, 2026.
   a. Recommended for Approval - 4 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 #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

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 2026-160

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 16th day of November, 2026.

CITY COUNCIL FOR THE CITY OF BELOIT

_____
Kevin Day, Council President

ATTEST:

_____
Rebecca Wallendal, City Clerk-Treasurer

Applicants Recommended for Approval Through November 10th , 2026:

Adams, Logan R	Piggly Wiggly
Golden, Serenity P	Henry Dorrbaker
Grow, Cristena M	N/A
Triplett, April L	Road Dawg Pub

Year to Date Total: 675

Applicants recommended for Denial through November 10th, 2026:

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**Approval of Final Pay C25-04 Beloit Public Library Discover PLAYce**		
Date:	**November 16, 2026**		
Presenter:	**Bill Frisbee, Public Works Director**	**Department:**	**Engineering/Public Works**

Overview/Background Information

As part of this project, the Beloit Public Library was remodeled and a space for the new suite of Discovery PLAYce exhibits was created. Modifications included changes to existing finished areas and the build-out of unfinished areas to provide more space.

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 $ 1,742,883.00

Contract additions and change orders	$ 238,629.00
Total contract amount	$ 1,981,512.00
Total payments to contractor to date	$ 1,931,411.03
Net payment due contractor	$ 50,100.97

3. The City Engineer, City Attorney, and Finance Director recommend that a final payment be made to JP Cullen, Inc. in the amount of $50,100.97.

Prior City Council Review

Project was awarded to JP Cullen & Sons, Inc. on June 16, 2025

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 Engineering Division Recommends Approval of the Resolution authorizing Final Payment.

Fiscal/Budget Note

Funding is available in the Capital 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 2026-130, Memo

Revised 08-19-2026

RESOLUTION 2026-130

RESOLUTION AUTHORIZING FINAL PAYMENT OF PUBLIC WORKS CONTRACT C25-04 BELOIT PUBLIC LIBRARY DISCOVER PLAYCE

WHEREAS, work under this contract has been completed satisfactorily and in conformance with the requirements with the contract; and

WHEREAS, this project facilitated the renovation of the Beloit Public Library; and

WHEREAS, the City Engineer, Comptroller, and City Attorney recommended final payment to the contractor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the resolution authorizing final payment to JP Cullen & Sons, Inc. in the amount of $50,100.97 for Public Works contract C25-04 Beloit Public Library Discovery PLAYce in substantially the form attached hereto.

Approved this _16th__ day of _November__ , 20_26___.

CITY COUNCIL OF THE CITY OF BELOIT

_____
Kevin Day, President

ATTEST:

_____
Rebecca Wallendal , City Clerk-Treasurer

CITY OF Beloit WISCONSIN

Public Works Department
Engineering Division
Interoffice Memorandum

To: **Scot Prindiville, City Engineer**

From: **Paul Baumgarten, Project Manager**

Re: **Final Payment Contract C25-04 Beloit Public Library Discover PLAYce**

Date: **November 9, 2026**

The work on this project was completed on 5/31/2026. I have inspected the work and find it to be satisfactory and in compliance with the requirements of the contract. The contractor has asked for final payment. The project was inspected by city staff. The final payment quantities have been approved by the contractor.

The original contract amount was for $1,742,883.00, and increased to $1,981,512.00 after change orders. Payments to date under this contract total $1,931,411.03, and there were 19 subcontractors. Attached you will find a chart of variance and explanations of variances.

Therefore, I recommend a final payment in the amount of $50,100.97 be made to JP Cullen & Sons, Inc.

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**Approval of Final Pay C25-27 Beloit Public Library Technology Bid Package**		
Date:	**November 16, 2026**		
Presenter:	**Bill Frisbee, Public Works Director**	**Department:**	**Engineering/Public Works**

Overview/Background Information

As part of this project, the Beloit Public Library was remodeled and a space for the new suite of Discovery PLAYce exhibits was created along with new office space. The technology package updated existing security and internet infrastructure and added to the new spaces as required.

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 $ 616,356.77
   - Contract additions and change orders $ 87,108.67
   - Total contract amount $ 703,464.98
   - Total payments to contractor to date $ 604,930.00
   - Net payment due contractor $ 98,534.98
3. The City Engineer, City Attorney, and Finance Director recommend that a final payment be made to Premier Technologies, Inc. in the amount of $98,534.98.

Prior City Council Review

Project was awarded to Premier Technologies, Inc. on December 2, 2025

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 Engineering Division Recommends Approval of the Resolution authorizing Final Payment.

Fiscal/Budget Note

Funding is available in the Capital 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 2026-155, Memo

Revised 08-19-2026

RESOLUTION 2026-155

RESOLUTION AUTHORIZING FINAL PAYMENT OF PUBLIC WORKS CONTRACT C25-27 BELOIT PUBLIC LIBRARY TECHNOLOGY BID PACKAGE

WHEREAS, work under this contract has been completed satisfactorily and in conformance with the requirements with the contract; and

WHEREAS, this project facilitated the renovation of the Beloit Public Library; and

WHEREAS, the City Engineer, Comptroller, and City Attorney recommended final payment to the contractor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the resolution authorizing final payment to Premier Technologies, Inc. in the amount of $98,534.98 for Public Works contract C25-27 Beloit Public Library Technology Bid Package in substantially the form attached hereto.

Approved this _16th__ day of _November__ , 20_26___.

CITY COUNCIL OF THE CITY OF BELOIT

_____
Kevin Day, President

ATTEST:

_____
Rebecca Wallendal , City Clerk-Treasurer

CITY OF Beloit WISCONSIN

Public Works Department
Engineering Division
Interoffice Memorandum

To: **Scot Prindiville, City Engineer**

From: **Paul Baumgarten, Project Manager**

Re: **Final Payment Contract C25-27 Beloit Public Library Technology Bid Package**

Date: **November 9, 2026**

The work on this project was completed on 10/30/2026. I have inspected the work and find it to be satisfactory and in compliance with the requirements of the contract. The contractor has asked for final payment. The project was inspected by city staff. The final payment quantities have been approved by the contractor.

The original contract amount was for $616,356.77, and increased to $703,464.98 after change orders. Payments to date under this contract total $604,930.00, and there were two subcontractors. Attached you will find four change orders.

Therefore, I recommend a final payment in the amount of $98,534.98 be made to Premier Technologies, Inc.

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**Approval of Final Pay C26-09 Beloit Public Library Furniture Bid Package**		
Date:	**November 16, 2026**		
Presenter:	**Bill Frisbee, Public Works Director**	**Department:**	**Engineering/Public Works**

Overview/Background Information

As part of this project, the Beloit Public Library was remodeled and a space for the new suite of Discovery PLAYce exhibits was created along with new office space. The furniture package added furnishings for the new spaces as required.

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 $ 432,605.81

Contract additions and change orders	$	(7,002.52)
Total contract amount	$	425,603.29
Total payments to contractor to date	$	0.00
Net payment due contractor	$	425,603.29

3. The City Engineer, City Attorney, and Finance Director recommend that a final payment be made to Henricksen & Company, Inc. in the amount of $425,603.29.

Prior City Council Review

Project was awarded to Henricksen & Company, Inc. on March 26, 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

The Engineering Division Recommends Approval of the Resolution authorizing Final Payment.

Fiscal/Budget Note

Funding is available in the Capital 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 2026-156, Memo

Revised 08-19-2026

RESOLUTION 2026-156

RESOLUTION AUTHORIZING FINAL PAYMENT OF PUBLIC WORKS CONTRACT C26-09 BELOIT PUBLIC LIBRARY FURNITURE BID PACKAGE

WHEREAS, work under this contract has been completed satisfactorily and in conformance with the requirements with the contract; and

WHEREAS, this project facilitated the renovation of the Beloit Public Library; and

WHEREAS, the City Engineer, Comptroller, and City Attorney recommended final payment to the contractor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the resolution authorizing final payment to Henricksen & Company, Inc. in the amount of $425,603.29 for Public Works contract C26-09 Beloit Public Library Furniture Bid Package in substantially the form attached hereto.

Approved this _16th__ day of _November__ , 20_26___.

CITY COUNCIL OF THE CITY OF BELOIT

_____
Kevin Day, President

ATTEST:

_____
Rebecca Wallendal , City Clerk-Treasurer

CITY OF Beloit WISCONSIN

Public Works Department
Engineering Division
Interoffice Memorandum

To: **Scot Prindiville, City Engineer**

From: **Paul Baumgarten, Project Manager**

Re: **Final Payment Contract C26-09 Beloit Public Library Furniture Bid Package**

Date: **November 9, 2026**

The work on this project was completed on 10/30/2026. I have inspected the work and find it to be satisfactory and in compliance with the requirements of the contract. The contractor has asked for final payment. The project was inspected by city staff. The final payment quantities have been approved by the contractor.

The original contract amount was for $432,605.81, and decreased to $425,603.29 after one change order. Payments to date under this contract total $0.00, and there were no subcontractors. Attached you will find one change order.

Therefore, I recommend a final payment in the amount of $425,603.29 be made to Henricksen and Company, Inc.

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**Approval of Final Pay C26-13 Beloit Public Library Exhibit Bid Package**		
Date:	**November 16, 2026**		
Presenter:	**Bill Frisbee, Public Works Director**	**Department:**	**Engineering/Public Works**

Overview/Background Information

As part of this project, the Beloit Public Library was remodeled and a space for the new suite of Discovery PLAYce exhibits was created. The exhibits were designed, created, and installed in the new space.

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 $ 1,444,910.00

Contract additions and change orders	$ 16,140.00
Total contract amount	$ 1,461,050.00
Total payments to contractor to date	$ 1,417,702.70
Net payment due contractor	$ 43,347.30

3. The City Engineer, City Attorney, and Finance Director recommend that a final payment be made to Ravenswood Studio, Inc. in the amount of $43,347.30.

Prior City Council Review

Project was awarded to Ravenswood Studio, Inc. on April 9, 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

The Engineering Division Recommends Approval of the Resolution authorizing Final Payment.

Fiscal/Budget Note

Funding is available in the Capital 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 2026-157

RESOLUTION AUTHORIZING FINAL PAYMENT OF PUBLIC WORKS CONTRACT C26-13 BELOIT PUBLIC LIBRARY EXHIBIT BID PACKAGE

WHEREAS, work under this contract has been completed satisfactorily and in conformance with the requirements with the contract; and

WHEREAS, this project facilitated the renovation of the Beloit Public Library; and

WHEREAS, the City Engineer, Comptroller, and City Attorney recommended final payment to the contractor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the resolution authorizing final payment to Ravenswood Studio, Inc. in the amount of $43,347.30 for Public Works contract C26-13 Beloit Public Library Exhibit Bid Package in substantially the form attached hereto.

Approved this _16th__ day of _November__ , 20_26___.

CITY COUNCIL OF THE CITY OF BELOIT

_____
Kevin Day, President

ATTEST:

_____
Rebecca Wallendal , City Clerk-Treasurer

CITY OF Beloit WISCONSIN

Public Works Department
Engineering Division
Interoffice Memorandum

To: **Scot Prindiville, City Engineer**

From: **Paul Baumgarten, Project Manager**

Re: **Final Payment Contract C26-13 Beloit Public Library Exhibit Bid Package**

Date: **November 9, 2026**

The work on this project was completed on 10/30/2026. I have inspected the work and find it to be satisfactory and in compliance with the requirements of the contract. The contractor has asked for final payment. The project was inspected by city staff. The final payment quantities have been approved by the contractor.

The original contract amount was for $1,444,910.00, and increased to $1,461,050.00 after one change order. Payments to date under this contract total $1,417,702.70, and there were 15 subcontractors. Attached you will find one change order.

Therefore, I recommend a final payment in the amount of $43,347.30 be made to Ravenswood Studio, Inc.

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**Approval of Final Pay C26-21 Beloit Public Library Discovery PLAYce 2**		
Date:	**November 16, 2026**		
Presenter:	**Bill Frisbee, Public Works Director**	**Department:**	**Engineering/Public Works**

Overview/Background Information

As part of this project, the Beloit Public Library was remodeled and a space for the new suite of Discovery PLAYce exhibits was created. A 2nd general contractor was brought in to complete the work in time for installation of exhibits.

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 $ 320,000.00
   Contract additions and change orders $ 3,585.36
   Total contract amount $ 323,585.36
   Total payments to contractor to date $ 278,978.79
   Net payment due contractor $ 44,606.57
3. The City Engineer, City Attorney, and Finance Director recommend that a final payment be made to Corporate Contractors, Inc. in the amount of $44,606.57.

Prior City Council Review

Project was awarded to Corporate Contractors, Inc. on April 23, 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

The Engineering Division Recommends Approval of the Resolution authorizing Final Payment.

Fiscal/Budget Note

Funding is available in the Capital 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 2026-158

RESOLUTION AUTHORIZING FINAL PAYMENT OF PUBLIC WORKS CONTRACT C26-21 BELOIT PUBLIC LIBRARY DISCOVERY PLAYCE 2

WHEREAS, work under this contract has been completed satisfactorily and in conformance with the requirements with the contract; and

WHEREAS, this project facilitated the renovation of the Beloit Public Library; and

WHEREAS, the City Engineer, Comptroller, and City Attorney recommended final payment to the contractor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the resolution authorizing final payment to Corporate Contractors, Inc. in the amount of $44,606.57 for Public Works contract C26-21 Beloit Public Library Discovery PLAYce 2 in substantially the form attached hereto.

Approved this _16th__ day of _November__ , 20_26___.

CITY COUNCIL OF THE CITY OF BELOIT

_____
Kevin Day, President

ATTEST:

_____
Rebecca Wallendal , City Clerk-Treasurer

CITY OF Beloit WISCONSIN

Public Works Department
Engineering Division
Interoffice Memorandum

To: **Scot Prindiville, City Engineer**

From: **Paul Baumgarten, Project Manager**

Re: **Final Payment Contract C26-21 Beloit Public Library Discovery PLAYce 2**

Date: **November 9, 2026**

The work on this project was completed on 10/30/2026. I have inspected the work and find it to be satisfactory and in compliance with the requirements of the contract. The contractor has asked for final payment. The project was inspected by city staff. The final payment quantities have been approved by the contractor.

The original contract amount was for $320,000, and increased to $323,585.36 after one change order. Payments to date under this contract total $278,978.79, and there were 9 subcontractors. Attached you will find one change order.

Therefore, I recommend a final payment in the amount of $44,606.57 be made to Corporate Contractors, Inc.

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services**		
Date:	**November 16, 2026**		
Presenter:	**Interim Chief Todd Farley**	**Department:**	**Fire**

Overview/Background Information

The Wisconsin Department of Natural Resources (DNR) is responsible for forest fire suppression outside incorporated cities and villages under s. 26.11, Wis. Stats. DNR uses a standard Memorandum of Understanding (Form 4300-061) to set out how local fire departments and DNR assist each other on forest fires, who reports and commands, and how fire departments are paid.

The City of Beloit is in a DNR Cooperative Area. In a Cooperative Area, local fire departments have primary initial attack responsibility for forest fires. DNR provides additional resources on request. The MOU also delegates to the Fire Department suppression authority on DNR-owned land within its area.

Staff could not locate the City's prior DNR agreement. The new MOU states that it supersedes all previous agreements between the parties, so any older agreement will be replaced on execution.

Key Issues (no more than 5)

1. **Mutual aid**. Each party agrees to provide forest fire suppression to the other when resources are available. Structural and vehicle fires remain the Fire Department's responsibility. DNR may assist on request.
2. **Reporting and command**. The Fire Department must notify DNR of forest fires on or threatening DNR Protection Areas or DNR land, no later than 24 hours after learning of the fire. The Incident Command System applies. If the Fire Department arrives first, it establishes command and may transfer command to DNR on arrival.
3. **Compensation elections**. The MOU requires the City to elect, for each category, whether it will be paid. Staff recommends electing payment in every category: Initial Attack (Option 2), Extended Attack (Option 2), and Prescribed Burning (Option 2, receive invitations with payment). In a Cooperative Area, payment applies only to forest fires originating on DNR-owned land, so the administrative burden is small. Electing payment also preserves cost recovery. DNR may bill the person who caused a forest fire for suppression costs, including Fire Department costs that are billed to DNR.
4. **Rates and billing**. Current DNR rates are $100 per hour for engines that pump, $50 per hour for ATVs/UTVs, and $15 per hour for personnel. DNR may increase these rates during the term. Bills must be submitted within 14 days after suppression is complete, or payment may be jeopardized. The City may not bill a landowner or responsible party for costs DNR has paid.
5. **Liability and workers' compensation**. Fire Department personnel are not DNR employees. The City provides workers' compensation coverage under §102.07(7), Wis. Stats. DNR's liability for damage to City vehicles and equipment is limited to the amounts in §§893.82 and 895.46, Wis. Stats., or as set by the State Claims Board. The City effectively bears the balance of equipment risk.
6. **Term and termination**. The MOU continues until terminated. Either party may terminate on six months' written notice. DNR may cancel without penalty for non-appropriation or Fire Department non-compliance.
7. **Fire consolidation**. Effective January 1, 2027, the City will operate the consolidated department serving the City and the Town of Beloit. The City remains the contracting party, so no assignment of the MOU is needed. Staff recommends notifying DNR of the expanded service area after consolidation.
8. **Operational follow-up**. The MOU calls for a jointly prepared written outline of communication and notification procedures, maps, and on-call rosters, plus a current DNR Forestry contact list. It recommends wildland training and protective clothing standards for responding firefighters. These are operational items for the Fire Department.

Prior City Council Review

Staff did not locate any prior City Council action approving a mutual aid or fire suppression agreement with the Wisconsin Department of Natural Resources. The Fire Department has historically responded to forest fires under the Department's general authority and established dispatch procedures. The proposed Memorandum of Understanding supersedes any prior agreement between the City and DNR, whether written or oral.

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 Memorandum of Understanding supports the protection of natural areas, woodlands, and open space in and around the City. Prompt, coordinated response to forest fires limits damage to vegetation, wildlife habitat, and property. Participation in DNR prescribed burning supports land management practices that reduce fuel buildup and maintain native prairie and woodland ecosystems. Electing payment allows the City to recover a portion of its response costs.

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 Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services. The resolution authorizes the City Manager and Fire Chief to execute the MOU. It also authorizes them to execute future renewals, replacements, successor DNR forms, and amendments without further Council action, provided the City Attorney determines there are no material changes. Any material change, as defined in the resolution, will return to the City Council for approval.

Fiscal/Budget Note

No City expenditure is required. By electing payment, the City may receive reimbursement from DNR at the rates in the MOU for qualifying forest fire suppression and prescribed burning. Revenue is expected to be minimal and is not budgeted. DNR rates are below the City's actual cost of response.

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 MOU is a standard DNR form and is not open to substantive negotiation. The City has authority to enter into it under §66.0301, Wis. Stats. The City Attorney's Office recommends electing payment in all categories to preserve cost recovery. Notable terms are DNR's limited liability for damage to City equipment, the 14-day billing deadline, and the supersession of any prior DNR agreement.

Attachments

Resolution 2026-154 Approving the Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services

DNR Form 4300-061 (R 01/22), Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services

Revised 08-19-2026

RESOLUTION 2026-154

A RESOLUTION APPROVING THE FIRE DEPARTMENT / DEPARTMENT OF NATURAL RESOURCES MEMORANDUM OF UNDERSTANDING FOR MUTUAL AID AND FIRE SUPPRESSION SERVICES

WHEREAS, §26.11, Wis. Stats., vests the Wisconsin Department of Natural Resources (DNR) with authority and jurisdiction over the prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities; and

WHEREAS, §§23.09(4), 23.11, and 26.11(4), Wis. Stats., and §NR 1.23, Wis. Adm. Code, authorize DNR to cooperate with local fire departments in the suppression of fires and to render assistance in emergencies; and

WHEREAS, §66.0301, Wis. Stats., authorizes the City of Beloit to contract with the State and its agencies for the receipt or furnishing of services; and

WHEREAS, the City of Beloit is located within a DNR Cooperative Area, in which local fire departments have primary initial attack responsibility for forest fires; and

WHEREAS, DNR has presented the City with its standard Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services (Form 4300-061), which establishes the parties' respective responsibilities for forest fire suppression, reporting, incident command, equipment, compensation, and billing; and

WHEREAS, the Memorandum of Understanding requires the City to elect whether it will receive payment for initial attack forest fire suppression, extended attack forest fire suppression, and participation in prescribed burning on DNR-managed lands; and

WHEREAS, the City Council finds that entering into the Memorandum of Understanding, with payment elected in each category, promotes public safety, preserves the City's ability to recover costs, and is in the best interests of the City of Beloit.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beloit does hereby approve the Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services, in substantially the form attached.

BE IT FURTHER RESOLVED, that the City Manager and the Fire Chief are hereby authorized to execute the Memorandum of Understanding and any other required documents on behalf of the City of Beloit, with such final revisions, corrections, and non-material modifications as the City Attorney determines in her professional judgment are necessary or appropriate to effectuate the intent of this Resolution and protect the interests of the City.

BE IT FURTHER RESOLVED, that the City Manager and the Fire Chief are hereby authorized, without further Council action, to execute any future renewal, replacement, or successor version of the Memorandum of Understanding, including any revised DNR form, and any amendment to it, provided that the City Attorney determines that the document contains no material changes from the Memorandum of Understanding approved by this Resolution. For purposes of this Resolution, a material change includes any change that imposes a new financial obligation on the City, expands the City's liability or indemnification obligations, reduces DNR's obligations to the City, or alters the compensation elections approved herein. Any document containing a material change shall be submitted to the City Council for approval.

Adopted this 16th day of November, 2026.

CITY COUNCIL OF THE CITY OF BELOIT

_____

Kevin Day, President

Attest:

_____

Rebecca Wallendal, City Clerk-Treasurer

State of Wisconsin
Department of Natural Resources
PO Box 7921, Madison WI 53707-7921
dnr.wi.gov

Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services

Form 4300-061 (R 01/22)

Notice: Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; ch. NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.).

Fire Department Information

Fire Department Name			Check one
City of Beloit Fire Department			☐ In DNR Fire Protection Area ☒ In Cooperative Area
Address			Phone Number (include area code)
1111 Church Street			(608) 364-2900
City	State	ZIP Code	Tax ID #
Beloit	WI	53511	39-6005397

Agreement

THIS AGREEMENT is entered into by and between the above-listed fire department (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s. 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4), Wis. Stats., and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

1. DEFINITIONS

a. "Cooperative Area" means the areas of the State outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities.
b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR 30.02, Wis. Adm. Code, as intensive or extensive.
c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cutover or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cutover or other lands (as defined in s. 26.01(2), Wis. Stats.).
e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
g. "Non-reportable Fires" include incidents involving:
    i. Burning activity that does not spread from predetermined limits
    ii. Fires that cannot be located
    iii. False alarms
    iv. Structural fires
    v. Vehicular or equipment fires
h. "Project fire" means and extended attack forest fire requiring state-wide resource deployment by the DNR
i. "Reportable Fires" are all fires not listed in Section. 1.g.
j. "Suppression" means the action of the responding agency(ies) beginning with initial attack and continuing through control of the forest fire, mop-up, and until the forest fire is out.
k. Unified Command" means a system of command that enables institutions and agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively
l. "ATV" (all-terrain vehicle) and "UTV" (utility terrain vehicle) include equipment that is a manufactured motor driven device capable of off-road use. These vehicles cannot meet the federal motor vehicle safety standards.

2. RESPECTIVE RESPONSIBILITIES

a. The DNR is responsible for the suppression of all forest fires and protection and suppression of any improvements threatened by forest fires as defined previously in s. 26.11, Wis. Stats.
b. DNR may assist the Fire Department when resources are available, as authorized by s. NR 1.23, Wis. Adm. Code and s. 26.11(1), Wis. Stats.
c. Within DNR Protection Areas, the DNR may request the assistance of the Fire Departments to provide forest fire suppression, as well as structural protection.
d. Outside of DNR Protection Areas, in the Cooperative Areas, the Fire Departments may request the assistance of the DNR to provide additional resources and support in forest fire suppression and Fire Departments have been delegated the authority on DNR-owned lands for fire suppression actions by virtue of this Agreement.
e. Structural and vehicular fires are the responsibility of the Fire Department, but the Fire Department may request DNR equipment and personnel to assist with the structural and vehicular fire or when there is danger of a forest fire being caused by the structural or vehicular fire.

3. REPORTING FIRES

a. The Fire Department agrees to make every effort to immediately notify the DNR of forest fires, or fires which may become forest fires that are burning or threatening DNR protection areas or DNR Lands. If immediate notification cannot be made, the Fire Department shall report the location of the fires, and the action taken, to the DNR as soon as possible, but no later than 24 hours from its knowledge of the forest fires.
b. If the Fire Department is unable to contact the DNR, it shall take immediate, independent action to effectively suppress the forest fire.
c. If it is uncertain whether a reported forest fire is within a DNR protection area or on DNR land due to the fire's proximity to the boundary line, the Fire Department or DNR shall notify the other party. If the Fire Department or DNR is unable to contact the other party, it shall take immediate, independent action to effectively suppress the forest fire, as soon as practicable. Thereafter, it shall notify the other party and report the location of the fire and the action that was taken.
d. The DNR agrees to notify the Fire Department through County Dispatch if they become aware of a structure or vehicular fire within the Fire Department's jurisdiction.

4. COMMAND AT FIRES

The Incident Command System will be used at all forest fires. When the Fire Department is the first to arrive at the scene of a forest fire within a DNR protection area or on DNR land, the Fire Department shall establish incident command and begin initial attack. Command of the incident may be transferred to a qualified DNR incident commander upon arrival. A Unified Command structure is encouraged when deemed appropriate. If DNR does not arrive on scene, or is called to another incident, the Fire Department shall maintain command of the forest fire until out.

5. OUTSIDE ASSISTANCE

A DNR designated employee shall be consulted when in attendance by the chief officer of the Fire Department before calling in additional crews and equipment or outside fire departments for forest fires originating and occurring in DNR protection areas or on DNR lands. The incident commander is responsible for releasing the additional crews or equipment as soon as possible.

6. EQUIPMENT AND PERSONNEL REQUIREMENTS

a. The DNR and the Fire Department agree to have available and utilize firefighting units suitable for suppressing forest fires. Responding units should be equipped with forest fire fighting hand tools and equipment. All responding units shall be equipped with a radio that contains a common frequency with the local DNR fire units, such as "Fire-ground Blue."
b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **INTRODUCTION TO WILDLAND FIRE SUPPRESSION FOR WI FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8-hour course taught by DNR personnel and available to all Fire Departments.
c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

7. FIRE SUPPRESSION SERVICES AND COMPENSATION

a. The Fire Department agrees to provide suppression services on forest fires, if its resources are available, whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department or through established dispatch procedures.

b. In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.

c. In Cooperative Areas, Fire Department suppression services compensation applies **only** to forest fires originating on DNR owned lands.

d. On all State lands and lands under DNR management, Fire Department compensation applies only when invited to assist with prescribed burning on DNR managed lands.

8. COMPENSATION

The Fire Department must choose one compensation option from each of the following response categories below. **Choose an option (for both a. initial attack and b. extended attack) and check the selected option box.**

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs, including those incurred by the Fire Department, that are billed to DNR:

a. INITIAL ATTACK:
Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fires within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services **(choose option 1 or 2).**

☐ **Option 1. No payment** for providing forest fire suppression on all initial attack forest fires.

☒ **Option 2. Receive payment** for providing forest fire suppression on all initial attack forest fires.

b. EXTENDED ATTACK:
Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fires either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression on an incident where services exceed one hour **(choose option 1 or 2).**

☐ **Option 1. No payment** for providing forest fire suppression on all extended attack forest fires.

☒ **Option 2. Receive payment** for providing forest fire suppression on all extended attack forest fires.

9. PRESCRIBED BURNING

Would your fire department wish to be invited to participate in prescribed burning on DNR managed lands? **(choose option 1 or 2).**

☐ **Option 1. No**, our fire department does not wish to be invited to participate in prescribed burning activities on DNR managed lands.

☒ **Option 2. Yes**, our fire department would like to receive invitations to participate in prescribed burning activities on State managed lands. **(Choose one payment option below):**

☐ **No payment** for participating in prescribed burns on DNR managed lands.

☒ **Receive payment** for participation in prescribed burning activities on DNR managed lands. Payment includes all firefighter hours and one payment hour per day for each piece of equipment requested and used.

10. BILLING PROCEDURE

a. The Fire Department, township, or governing body agrees not to directly bill any landowner, responsible party, or governmental body for forest fire suppression service costs paid by the DNR for services consistent with this Agreement.

b. If the Fire Department bills the DNR for fire suppression costs: (a) the bill shall be prepared on the appropriate form, and (b) the bill shall be presented no later than 14 days following the date on which the fire suppression was completed. Failure to meet this deadline may jeopardize the payment of the bill.

c. If the Fire Department submits a bill for services rendered in suppressing a forest fire, it shall be paid by the DNR subject to the following limitations.

i. No payment will be made by DNR for runs on or associated with non-reportable fires. Examples include, but are not limited to:
   Burning activity covered by a legal burning permit.
   Burning activity not covered by a legal burning permit, but has not escaped control.
   Cannot be located.
   False alarms.
   Structural fires.
   Vehicle fires.
   Cooking or warming fires.

ii. No payment will be made by DNR for forest fire suppression actions where the Fire Department provides no suppression services.

11. RECOMMENDED STAFFING

a. The recommended staffing and equipment for initial attack forest fire suppression operations is as follows:
   (i) 1 4x4 brush rig (ICS Type 5-7 Engine).
   (ii) 1 engine (or a tender (tanker) with pumping capabilities, ICS Type 1-4 Engines).
   (iii) 6 forest fire trained firefighters.

b. During periods of very high or extreme fire danger, more personnel and equipment than listed above may be required for the initial response.

c. Should the Fire Department respond with more than the recommended or requested dispatch, only that equipment and personnel needed and actually used for suppression will be compensated at the predetermined rate. Compensation for additional equipment and personnel may not be made to the Fire Department unless the DNR agrees it was reasonably necessary for suppression.

12. STAFFING FOR STRUCTURAL PROTECTION

Staffing and equipment dispatched for structural protection on project fires is Fire Department specific.

13. PAYMENT

a. SCHEDULE - Payment for engines and personnel <u>used</u> in forest fire suppression or prescribed burning shall be made according to the following schedule:
   (i) Engines that pumped for active forest fire suppression or prescribed burning **$100/hour for suppression and per day for prescribed burning.**
   (ii) ATVs, UTVs and similar equipment that pumped for active forest fire suppression or prescribed burning **$50/hour for suppression and per day for prescribed burning.**
   (iii) Fire Department personnel that provide suppression assistance on the forest fire or prescribed burning **$15.00/hour.**

b. CALCULATION OF PAYMENT - Following the first hour of suppression service, bills submitted shall be calculated to the nearest ½ hour. Service begins when the engine leaves its station and continues until it returns to its station when suppression action was taken by the Fire Department.

c. INCREASE IN PAYMENT - After consultation with the Fire Department Advisory Council, the Department, in its discretion, may increase the hourly pay rate for Fire Department equipment and personnel for fire suppression and prescribed burning activities identified under section 13.a. at any time while this agreement is in effect. A decision by the Department to increase the pay rate, including the date by which the new pay rate will become effective, will be communicated to the Fire Department via email correspondence or letter. The latest pay rates may also be accessed on the Department website at the webpage address "dnr.wisconsin.gov" and enter key word search "FFP".

14. LIABILITY

The Fire Department, its employees, agents, and members, shall not be deemed employees or agents of the DNR for any purpose, including worker's compensation. Worker's compensation coverage for the employees, agents, and members of the Fire Department shall be provided by the Fire Department in accordance with s. 102.07(7), Wis. Stats. In addition, the DNR shall not be liable for any damage to, or destruction of, vehicles or suppression equipment beyond that liability established in ss. 893.82 or 895.46, Wis. Stats., or as otherwise established by the State Claims Board and approved in accordance with statutes.

15. COORDINATION

a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.

b. A current contact list of the names, addresses, and telephone numbers of the DNR's Forestry personnel for the

area described in the Agreement shall be developed.

16. TERMINATION

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement, in whole or in part, without penalty. The DNR reserves the right to cancel this Agreement, in whole or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described herein.

17. NONDISCRIMINATION

The Fire Department agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

18. ASSIGNMENT

This Agreement may not be assigned or subcontracted, in part or in whole, without written approval from the DNR and may only be changed or amended in writing.

19. PARTIES

a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.

b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.

20. AMENDMENT

Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 16.

21. AUTHORIZATION

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL RESOURCES for the Secretary

Signature of DNR Area Forestry Leader		Date Signed
Signature of Fire Chief	Fire Department City of Beloit	Date Signed
Signature of Other Authorized Representative		Date Signed

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**A RESOLUTION AUTHORIZING A GRANT AGREEMENT AND LAND USE RESTRICTION AGREEMENT WITH THE WISCONSIN DEPARTMENT OF ADMINISTRATION FOR THE DISCOVERY PLAYCE PROJECT AT THE BELOIT PUBLIC LIBRARY, AND AN INDEMNIFICATION AGREEMENT WITH THE BELOIT PUBLIC LIBRARY BOARD**		
Date:	**November 16, 2026**		
Presenter:	**Attorney Elizabeth A. Krueger**	**Department:**	**City Attorney**

Overview/Background Information

The City of Beloit, on behalf of the Beloit Public Library, applied to the Wisconsin Department of Administration's Non-State Grant Program (Grants for Local Projects) for funding to support Discovery PLAYce, a 6,000-square-foot early-learning exhibit space within the renovated Beloit Public Library at 605 Eclipse Blvd. On May 13, 2026, the Wisconsin State Building Commission authorized a $750,000 grant toward the project's $2,500,000 total cost, having determined that the City secured non-state matching funds equal to at least half of that amount, principally through the Beloit Public Library Foundation's capital campaign.

Before the grant can be disbursed, the City must execute a Grant Agreement and a Land Use Restriction Agreement ("LURA") with the Department of Administration.

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

1. **Grant Agreement**. The State will pay the City $750,000 as reimbursement of Project construction expenses. In exchange, the City must indemnify the State against liability arising from construction, maintenance, and management of the facility; maintain full replacement cost insurance coverage for the facility; and repair or rebuild the facility within three years of a loss or repay the grant.
2. **Land Use Restriction Agreement**. The City must grant the State a twenty-year use restriction over the Property, requiring the facility be used primarily for the Discovery PLAYce purpose. An uncured violation ultimately requires the City to convey the State an ownership interest in the facility equal to the grant amount, and the State may also seek injunctive relief and attorneys' fees.
3. **Risk allocation with the Library**. The Beloit Public Library will operate, program, staff, and maintain the funded space day to day, but the City bears the legal and financial exposure under the Grant Agreement and LURA. Staff recommends conditioning approval of both agreements on execution of an Indemnification Agreement under which the Beloit Public Library Board agrees to indemnify the City for any liability, cost, or loss the City incurs under the Grant Agreement or LURA arising from the Library's operation, use, or maintenance of the Project.
4. **Indemnification Agreement terms**. The Library Board indemnifies and defends the City for Grant Agreement and LURA defaults caused by the Library's operation, use, staffing, or maintenance of the Project, capped at $750,000 except for excess caused by the Library's own acts. Payment must come from Library Board funds other than the City's appropriation, backed by a funding commitment from the Beloit Public Library Foundation. The Library Board also maintains the insurance both State agreements require. The agreement runs for the 20-year LURA term.

Prior City Council Review

On October 20, 2025, the City Council adopted Resolution 2025-145, authorizing the City Manager to submit the grant application described above and to execute any resulting grant agreement and take other action necessary to carry out its terms. Resolution 2025-145 did not separately address the Land Use Restriction Agreement now required by the State, or the allocation of the City's resulting risk to the Beloit Public Library; both are addressed for the first time in the resolution accompanying this report.

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 grant leverages substantial private and philanthropic funding already secured through the Beloit Public Library Foundation's capital campaign, reducing reliance on City tax levy to complete the Project.

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 authorizing the City Manager to execute the Grant Agreement and Land Use Restriction Agreement with the Wisconsin Department of Administration, conditioned upon execution of the Indemnification Agreement with the Beloit Public Library Board.

Fiscal/Budget Note

The Grant Agreement provides $750,000 in reimbursement funding to the City for Project construction costs. The City remains the party responsible to the State under the Grant Agreement and LURA, including potential repayment, required insurance coverage, and a possible conveyance to the State of an ownership interest in the facility. Under the Indemnification Agreement, the Library Board will reimburse the City, up to $750,000, for liability arising from the Library's operation of the Project, payable from Library Board funds other than the City's appropriation and guaranteed by the Beloit Public Library Foundation. Liability arising from causes other than the Library's operation, such as a casualty loss not caused by the Library or a condemnation, remains with the City. This action does not require a new City general fund appropriation.

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 reviewed Grant Agreement and Land Use Restriction Agreement provided by the Department of Administration, including the indemnification and insurance provisions (Grant Agreement, Paragraph 4), the use restriction and default remedies (Land Use Restriction Agreement, Paragraphs 2 and 5), and drafted the accompanying Indemnification Agreement with the Beloit Public Library Board to allocate the City's resulting exposure to the Library. The accompanying resolution authorizes the City Manager to execute the Grant Agreement and Land Use Restriction Agreement in substantially the form attached, with such final revisions, corrections or modifications as the City Attorney determines in their professional judgment are necessary or appropriate before execution, and conditions that authorization on execution of the Indemnification Agreement

Attachments

1. Resolution 2026-135 Authorizing a Grant Agreement and Land Use Restriction Agreement with the Wisconsin Department of Administration, and an Indemnification Agreement with the Beloit Public Library Board
2. Grant Agreement (Discovery PLAYce) – Wisconsin Department of Administration
3. Land Use Restriction Agreement (Discovery PLAYce) – Wisconsin Department of Administration
4. Indemnification Agreement between the City of Beloit and the Beloit Public Library Board

Revised 08-19-2026

RESOLUTION 2026-135

A RESOLUTION AUTHORIZING A GRANT AGREEMENT AND LAND USE RESTRICTION AGREEMENT WITH THE WISCONSIN DEPARTMENT OF ADMINISTRATION FOR THE DISCOVERY PLAYCE PROJECT AT THE BELOIT PUBLIC LIBRARY, AND AN INDEMNIFICATION AGREEMENT WITH THE BELOIT PUBLIC LIBRARY BOARD

WHEREAS, the City of Beloit (the "City"), on behalf of the Beloit Public Library, applied to the State of Wisconsin, Department of Administration (the "State"), Non-State Grant Program (Grants for Local Projects), for grant funding to support Discovery PLAYce, an early-learning exhibit space to be constructed within the Beloit Public Library at 605 Eclipse Blvd, Beloit, Wisconsin (the "Project"); and

WHEREAS, on October 20, 2025, the City Council adopted Resolution 2025-145, authorizing the City Manager to submit the grant application for the Project and to execute any resulting grant agreement and take other action necessary to carry out its terms; and

WHEREAS, Resolution 2025-145 did not separately address the Land Use Restriction Agreement subsequently required by the State, or the allocation of the City's resulting risk to the Beloit Public Library, both of which are addressed by this Resolution; and

WHEREAS, on May 13, 2026, the Wisconsin State Building Commission authorized a grant in the amount of $750,000.00 to the City for the Project, pursuant to 2023 Wisconsin Act 19 and Section 20.867(3)(m) of the Wisconsin Statutes, having determined that the City secured non-state matching funds equal to at least half of the Project's total cost; and

WHEREAS, the State has prepared a Grant Agreement setting forth the terms of the grant, under which the City, as Grantee, agrees, among other things, to indemnify the State against liability arising from the construction, maintenance, and management of the Project, to maintain full replacement cost insurance coverage for the facility, and to repair or rebuild the facility within three years of a loss or repay the grant amount; and

WHEREAS, pursuant to 2023 Wisconsin Act 19, the State also requires the City to execute a Land Use Restriction Agreement, under which the City, as Grantor, will grant the State a twenty-year use restriction over the real property on which the Project is located, more particularly described in the Certified Survey Map recorded May 19, 2008, as Document No. 1831390 in Volume 32, Pages 139–144, Rock County Register of Deeds (the "Property"); and

WHEREAS, the Beloit Public Library will have day-to-day operational responsibility for the Project, including its use, programming, staffing, and maintenance, and the City bears the financial and legal risk under the Grant Agreement and Land Use Restriction Agreement for any default, noncompliance, or misuse of the Project arising from that operation; and

WHEREAS, City staff has negotiated the Grant Agreement and Land Use Restriction Agreement with the State, and has prepared an Indemnification Agreement between the City and the Beloit Public Library Board under which the Library Board agrees to indemnify the City for liability, cost, or loss the City incurs under the Grant Agreement or Land Use Restriction Agreement arising from the Library's operation, use, or maintenance of the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Beloit, Rock County, Wisconsin, that:

Section 1. The City Council hereby approves the Grant Agreement between the City of Beloit and the State of Wisconsin, Department of Administration, in the amount of $750,000.00 for the Discovery PLAYce project, in substantially the form attached hereto and incorporated herein as Exhibit A.

Section 2. The City Council hereby approves the Land Use Restriction Agreement between the City of Beloit, as Grantor, and the State of Wisconsin, Department of Administration, as Grantee, establishing a twenty-year use restriction over the Property, in substantially the form attached hereto and incorporated herein as Exhibit B.

Section 3. The approvals granted under Sections 1 and 2 are conditioned upon, and this Resolution shall not become effective with respect to those approvals until, the City and the Beloit Public Library Board have executed an Indemnification Agreement, in substantially the form attached hereto and incorporated herein as Exhibit C, under which the Library Board agrees to indemnify the City for liability, cost, or loss arising from a default under the Grant Agreement or Land Use Restriction Agreement caused by the Library's operation, use, or maintenance of the Project.

Section 4. The City Manager is hereby authorized to execute the Grant Agreement, the Land Use Restriction Agreement, and the Indemnification Agreement with the Beloit Public Library Board on behalf of the City of Beloit, 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 16th day of November, 2026.

CITY COUNCIL OF THE CITY OF BELOIT

_____

Kevin Day, President

Attest:

_____

Rebecca Wallendal, City Clerk-Treasurer

GRANT AGREEMENT

Between the

State of Wisconsin
Department of Administration

and

xxxxxxxxxxx

THIS GRANT AGREEMENT is made and entered into by and between the Department of Administration, State of Wisconsin ("Grantor") and xxxxxxxxxx ("Grantee").

WHEREAS, the Legislature has authorized the Wisconsin State Building Commission ("Commission") to award a grant in the amount of ($xxxxxxxx) to aid in the carrying out of describe the project (the "Project");

WHEREAS, the statutes provide that the state funding commitment for the Project shall be in the form of a grant to Grantee;

WHEREAS, the statutes provide that the state funding commitment to develop the Project shall not be released by the Commission to Grantee until the Commission has determined that Grantee has secured additional funding for the project from non-state revenue sources equal to at least half of the total cost of the Project;

WHEREAS, the Commission, at its meeting on May 13, 2026, determined that Grantee has met all the conditions set forth by the Legislature and authorized Grantor to release funds to Grantee for the construction of the Project in xxxxxx County, in the amount of $xxxxxxxxxx from the appropriation account under section 20.867 (3) (m) of the statutes, as a grant to Grantee.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. Grantor shall make payments to Grantee in the total amount of $xxxxxxxxxx, as reimbursement of construction expenses incurred by Grantee in connection with the Project. Grantor shall disburse the grant as a payment based on a requisition (Form of requisition attached as Exhibit A).

2. Grantee has provided information to Grantor showing that they have secured additional funding commitments in an amount that is at least half of the approximately $_____ project cost from non-state revenue sources, the non-state revenue sources are reasonable and available and the total funding commitments of the state and the non-state sources will permit Grantee to satisfy the payments to aid in the construction of the Project. Grantee shall provide such additional information as may be required by the

Grantor from time-to-time to show its compliance with the requirement of this paragraph.

3. The Project is located in _____County (The "Property"). The legal description of the Property is attached hereto as Exhibit B.

4. Other than payment of the $_____ in grant funds, the State of Wisconsin and its agencies, officers and employees will have no obligation regarding the facility. Therefore, Grantee hereby agrees to indemnify, hold harmless and defend the State of Wisconsin and its agencies, officers and employees against any financial obligation or liability regarding the construction of the Project, including, but not limited to, injury to any person or property or environmental hazards which may be encountered in the construction, maintenance and management of the facility. Grantee shall maintain full replacement cost coverage for the facility and upon loss or destruction of the facility shall repair or rebuild the facility within three (3) years from the date of loss or repay to Grantor the amount of the Grant. The form of this replacement cost coverage shall be satisfactory to the Grantor.

5. Pursuant to 2023 Wisconsin Act 19 (Act authorizing grant), Grantee is required to sign the attached Use Restriction Agreement. Grantee hereby accepts a use restriction over the Property for a period of twenty (20) years hereof or until such time that the person charged with the administration of the grant determines that the purpose of the grant has been satisfied. The use restriction shall be of the nature and character and to the extent and on the terms and conditions set forth therein.

6. Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical conditions, developmental disability as defined in Section 51.01(5), Wisconsin Statutes, sexual orientation, or national origin. This provision shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee shall take affirmative action to ensure equal employment opportunities. Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by Grantee setting forth the provisions of the nondiscrimination clause. An Affirmative Action Plan is required from any Grantee who receives an award from the Grantor in excess of Fifty Thousand ($50,000.00) Dollars and who has a workforce of fifty (50) or more employees as of the Grant date. Grantee shall include these provisions in any subcontract associated with this Grant.

7. Grantee shall establish a record keeping system, which assures that Grantee is in compliance with this Agreement. The system shall provide an historic account of Agreement activities for examination and review by anyone authorized by the Grantor. Records must be maintained after the date of this agreement for a period of not less than five (5) years.

The minimum acceptable records for administrative purposes of this Agreement consist of invoices for allowable construction costs, materials and equipment and construction services and professional, architectural and engineering fees.

Grantee shall maintain sufficient segregation of accounting records for this Agreement separate from other agreements, projects and programs. Documents related to this Agreement shall be made available for review by Grantor during normal business hours. Grantor shall have access to all records related to this agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy on the premises any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, Grantee shall provide copies in such form as may be requested by Grantor. This provision shall also apply in the event of termination of this Agreement.

8. If the facility that is constructed with funds from the Grant is not used for the purpose identified in this agreement at the completion of construction, Grantor shall retain an ownership interest in the facility equal to the amount of the state's grant.

9. This Grant Agreement may be recorded in the Office of the Register of Deeds, _____ County.

GRANTOR:	GRANTEE:
THE STATE OF WISCONSIN	**XXXXXXXXXXXX**
By: _____	By: _____
Naomi De Mers	Name: _____
Secretary Wisconsin State Building Commission	Title: _____
Date: _____	Date: _____

EXHIBIT A

State of Wisconsin Capital Finance Office
Attn: Capital Finance Director
101 East Wilson Street, 10th Floor
P.O. Box 7864
Madison, WI 53707

To Whom It May Concern:

Requisition Date:_____ Requisition Number _____

Requisition of Construction Grant Funds
[INSERT NAME OF GRANTEE]

On behalf of _____, a draw on available grant funds for the above project is hereby requested. The invoice(s) , closing documents, or other materials evidencing payment of costs and expenses for which reimbursement is requested are listed and attached separately. This grant draw is to reimburse construction invoice(s) at the _____ paid by _____. The calculation of the amount of grant available and this draw is as follows:

1.	Total Amount of Grant:	$_____
2.	Total of Previous Grant Draws	0.00
3.	Remaining Grant Available:	$_____
4.	Total Costs/Expenses Submitted	$0.00
5.	Grant Draw	$0.00
6.	Cumulative total of Grant Draws (line 2 plus line 5)	$0.00
7.	Remaining Grant Available (line 1 minus line 6)	$_____

On behalf of _____ I hereby certify that the materials submitted with this letter are true and correct copies of documents evidencing payments made by _____ and the amounts requested for payment under this Requisition are due to _____.

Sincerely,

[INSERT NAME OF GRANTEE]

By: _____
Name: _____
Title: _____

EXHIBIT B

Legal Description of the Property

[INSERT LEGAL DESCRIPTION]

USE RESTRICTION AGREEMENT

Between the

State of Wisconsin
Department of Administration

And

XXXXXXXXXX

THIS USE RESTRICTION EASEMENT ("**Agreement**") is made and effective as of the _____ day of _____, _____, by and between _____ ("**Grantor**") and THE STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION ("**Grantee**").

Recording Area

_____

Name and return address:

Nathan Judnic, Legal Counsel
Department of Administration
101 East Wilson Street
Madison, WI 53707-7970

PIN: [insert pin]

W I T N E S S E T H :

WHEREAS, Grantor is a nonstate organization; and

WHEREAS, Grantor is the sole owner in fee simple of certain real property (the "**Property**") located in _____ County, Wisconsin, and more particularly described on Exhibit A hereto;

WHEREAS, the Wisconsin State Building Commission has provided financial support for the development of [describe project] in _____ County (the **"Project")**;

WHEREAS, on May 13, 2026, the State of Wisconsin Building Commission authorized $_____ to aid Grantor in the construction of the Project, with state funding support to be in the form of a grant, and determined that Grantor has secured sufficient additional funding from non-state donations for the Project;

WHEREAS, if the facility that is constructed with funds from the grant, and/or the equipment that is purchased, is not used for the purpose of the Project, the Legislature requires Grantee to retain an ownership interest in the facility equal to the amount of the state's grant;

NOW, THEREFORE, in consideration of the Grant, the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant; Purpose. Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby accepts, a use restriction easement over the Property for a period of Twenty (20)

years from the effective date hereof (the "**Term**"), which use restriction easement shall be of the nature and character and to the extent and on the terms and conditions set forth herein. It is the purpose of this Agreement to assist Grantor in the construction of the Project.

2. Restrictions. In furtherance of the foregoing, Grantor covenants, on behalf of itself and its successors and assigns, which covenants shall run with and bind the Property during the Term, that the Property and the Project will be primarily used to for the purpose described herein and that any activity on or use of the Property inconsistent with such primary use and the purpose of this Agreement is prohibited.

3. Reserved Rights. Grantor hereby reserves to itself and its successors and assigns, all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited by or inconsistent with the purpose of this Agreement.

4. Rights of Grantee. To accomplish the purpose of this Agreement, the following rights are hereby granted to the Grantee:

(a) Grantee shall have the right to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Agreement, as provided in Paragraph 5 hereof, provided that (except in cases where Grantee reasonably determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Agreement that would significantly impair the public purposes to be served by this Agreement) such entry shall be upon prior reasonable notice in writing to Grantor.

(a) Grantee shall have the right to prevent any activity on or use of the Property that is inconsistent with the purpose and terms of this Agreement, as provided in Paragraph 5 hereof.

5. Grantee's Remedies.

(a) Acquisition of Ownership Interest. If Grantee determines that a violation of Paragraph 2 of this Agreement has occurred or is threatened, then it shall give written notice to Grantor of the same, and Grantor shall have a thirty (30) day period after the receipt of such notice in which to cure such violation or, if such violation cannot be cured within such thirty (30) day period, then Grantor shall commence diligent efforts to pursue cure of such violation. If Grantor fails to either cure such a violation or commence and continue such diligent efforts to pursue a cure of such violation within thirty (30) days after receipt of notice to do so from Grantee, or if Grantor thereafter fails to diligently pursue such cure and to cure such violation within one hundred eighty (180) days, then Grantee shall deliver written notice to Grantor, and Grantor, within ten (10) days after delivery of such written notice, shall deliver to Grantee a deed in substantially the form attached hereto as Exhibit B, transferring an ownership interest in the facility constructed on the Property equal to the amount of the state's grant to Grantor.

(b) Injunctive Relief. Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement, to enjoin the

violation, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to such violation.

(c) Scope of Relief. Grantee's rights under this Paragraph 5 apply equally in the event of either actual or threatened violations of the terms of this Agreement. Grantor agrees that Grantee shall be entitled to the injunctive relief described in Paragraph 5(b) hereof, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Agreement. The remedies described in this Paragraph 5 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(d) Costs of Enforcement. All reasonable costs incurred by Grantee in successfully enforcing the terms of this Agreement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in such a judicial action, then Grantee shall pay Grantor's costs and expenses relating thereto.

(e) Forbearance. Forbearance by Grantee in exercising its rights under this Agreement in the event of any breach of any term of this Agreement by Grantor shall not be deemed or construed to be a waiver by Grantee of such breach or of any subsequent breach of the same or any other term of this Agreement or of any of Grantee's rights under this Agreement. No delay or omission in the exercise by Grantee of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(f) Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

(g) Acts Beyond Grantor's Control. Notwithstanding anything to the contrary contained in this Agreement, Grantee shall not be entitled to bring any action against Grantor for any change in use of the Property resulting from causes beyond Grantor's reasonable control, including, without limitation, fire, flood, storm, and earth movement; or from any action or inaction by Grantor in order to comply with local, state, or federal laws or regulations.

6. No Public Access. No right of access by the general public to any portion of the Property is granted by this Agreement.

7. Costs, Liabilities, Taxes, and Environmental Compliance.

(a) Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of liability insurance coverage in the minimum amount of $1,000,000 (adjusted from time to time by the percentage change from the date hereof in the Consumer Price Index – All Urban Consumers, All Items, 1982-84 = 100, or if such index is no longer published, then a similar generally accepted index of price inflation). Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or

other activity or use permitted by this Agreement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

(b) Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of this Agreement, and shall furnish Grantee with satisfactory evidence of payment upon request.

(c) Representations and Warranties. Grantor represents and warrants that, to the best knowledge of Grantor, there is no pending or threatened litigation in any way affecting, involving, or relating to the Property and no civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor believes would form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

(d) Control. Nothing in this Agreement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("**CERCLA**"), or similar laws imposing legal liability on the owner or operator of real property.

8. Extinguishment; Condemnation.

(a) Extinguishment. If circumstances arise in the future that render the purpose of this Agreement impossible to accomplish, then this Agreement can be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the original amount of the Grant.

(b) Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in-lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Agreement, in whole or in part, then Grantor and Grantee shall act jointly to recover the full value of Grantor's interest in the Property subject to the taking or in-lieu purchase and all direct or incidental damages resulting therefrom (the "**Award**"), from which Award Grantee shall be entitled to collect an amount equal to the original amount of the Grant, plus reasonable interest calculated from the date hereof, and any expenses reasonably incurred by Grantee in connection with the taking or in-lieu purchase; provided, however, that if the Award is

less than such original Grant amount plus such reasonable interest, then Grantee shall be entitled to recover its pro rata share of the Award.

9. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any such interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph 9 shall not impair the validity of this Agreement or limit its enforceability in any way.

10. Estoppel Certificates. Grantee shall within thirty (30) days after its receipt of a written request by Grantor therefor, execute and deliver to Grantor, or to any party designated by Grantor, an estoppel certificate, which certifies Grantor's compliance with any obligations of Grantor contained in this Agreement. Such certification shall be limited to the use being made of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within twenty (20) days after its receipt of Grantor's written request therefor and shall execute and deliver the requested certificate within ten (10) days after such inspection.

11. Termination. This Agreement shall terminate twenty (20) years from the effective date written above (the "Termination Date"). If at any time after the Termination Date Grantee receives a request from Grantor to record a notice of termination in the office of the Register of Deeds for _____ County, Wisconsin, Grantee shall comply with the request within ten (10) business days of receipt of the request, and shall deliver a copy of such notice of termination to Grantor. In the event that the person charged with the administration of this Agreement on behalf of Grantee (e.g., the Secretary of the Department of Administration) determines that the purposes to be served by the Grant have been satisfied, Grantee may terminate this Agreement and its rights hereunder at any time by recording a notice of termination in the office of the Register of Deeds for _____ County, Wisconsin. Grantee shall deliver a copy of such notice of termination to Grantor.

12. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either delivered personally or sent by first class mail, postage prepaid, addressed as follows:

If to Grantor:

Attention:

If to Grantee: State of Wisconsin
Wisconsin Department of Administration
101 East Wilson Street, 10th Floor
Madison, WI 53702
Attention: Chief Legal Counsel

or to such other address or by such other means of common communication as either party from time to time may designate by written notice to the other.

13. Recording. Grantee shall record this Agreement in the office of the Register of Deeds for _____ County, Wisconsin, and may re-record it at any time as may be required to preserve its rights under this Agreement.

14. General Provisions.

(a) Controlling Law. The interpretation and performance of this Agreement shall be governed by the internal laws of the State of Wisconsin.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed to effect the primary purpose of this Agreement and the public purposes to be served by the making of the Grant. If any provision in this Agreement is found to be ambiguous, then an interpretation consistent with the primary purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to such matters, all of which are merged herein.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property during the Term.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Agreement terminate upon transfer of that party's interest in this Agreement (as to Grantee) or the Property (as to Grantor), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this Agreement have been inserted solely for convenience of reference and shall have no effect upon its construction or interpretation.

(i) Amendment. If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, Grantor and Grantee may jointly amend this Agreement by a written instrument recorded in the office of the Register of Deeds for _____ County, provided that any such amendment shall not diminish the purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and delivered the same as of the day and year first above written.

[Signatures on next page]

GRANTOR:	GRANTEE:
	THE STATE OF WISCONSIN
By: _____	By: _____
Name: _____	Naomi De Mers
Title: _____	Secretary, Wisconsin State Building Commission

ACKNOWLEDGEMENT

State of Wisconsin
County of Dane

This instrument was acknowledged before me on _____, 20__, by Naomi De Mers as the Secretary of the Wisconsin State Building Commission.

_____

_____
Notary Public, Wisconsin
My Commission (expires) (is) _____

ACKNOWLEDGEMENT

State of Wisconsin
County of _____

This instrument was acknowledged before me on _____. 20__, by _____ as _____.

_____

_____
Notary Public, Wisconsin
My Commission (expires) (is) _____

EXHIBIT A

Legal Description of the Property

LOT 1, CERTIFIED SURVEY MAP DOCUMENT NO. 1831390, RECORDED MAY 19, 2008, IN VOLUME 32, PAGES 139–144, ROCK COUNTY REGISTER OF DEEDS, CITY OF BELOIT, ROCK COUNTY, WISCONSIN.

EXHIBIT B

Form of Deed

See Attached

Document Number	State Bar of Wisconsin Form 1-2003 **WARRANTY DEED** Document Name

THIS DEED, made between _____ (“Grantor,” whether one or more), and STATE OF WISCONSIN _____ (“Grantee,” whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real property, together with rents, profits, fixtures and other appurtenant interests, in _____ County, State of Wisconsin (“Property”) (if more space is needed, please attach addendum):

See attached addendum

Recording Area

Name and Return Address

[name], Legal Counsel
WI Department of Administration
P.O. Box 7864
Madison, WI 57707

Parcel Identification Number (PIN)

This is not homestead property.
~~(is)~~ (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes in the year of recording.

Dated _____.

XXXXXXXXXXXXXXXXXX

By: _____ (SEAL)
Name: _____
Its: _____

AUTHENTICATION

Signature(s) _____
_____
authenticated on _____.
_____
* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT DRAFTED BY:

_____
_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named _____
_____
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM NO. 1-2003

* Type name below signatures.

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	Referral to Plan Commission: Relocation Order for Acquisition of Land from Backyard Properties for Rock County LLC in the Town of Beloit for Henderson Stormwater Pond		
Date:	November 16, 2026		
Presenter:	Julie Christensen	**Department:**	**Community Development**

Overview/Background Information

The City of Beloit Public Works Department has requested review and approval of a Relocation Order to acquire two vacant parcels totaling 6.99 acres located on E. Henderson Avenue in the Town of Beloit from Backyard Properties of Rock County LLC for a stormwater management pond. The acquisition of land for public grounds or public utility purposes is required to be referred to and reviewed by the Plan Commission in accordance with Section 62.23(5) of Wisconsin Statutes.

Key Issues

1. The City of Beloit is required to reduce the discharge of Total Suspended Solids (TSS) and Total Phosphorus (TP) to local waterways from the City's Municipal Separate Storm Sewer System (MS4). This is a requirement of the Rock River Total Maximum Daily Load (TMDL) and the City's MS4 Permit from the Wisconsin Department of Natural Resources. The two parcels will host a stormwater management facility that would remove approximately 45 tons of TSS and 228 pounds of phosphorus annually, which would meet the TSS and TP reduction requirements of the City's 2024-2029 TMDL Implementation Plan and MS4 Permit term.
2. The properties subject to the acquisition are shown in Attachment A.
3. If acquired, the properties are planned to be annexed into the City of Beloit pending Plan Commission recommendation and City Council action.

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 project will support environmental sustainability by expanding stormwater management infrastructure.

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

- Referral to Plan Commission for the November 18, 2026 meeting.
- This item will likely return to the City Council for action on December 7, 2026.

Fiscal/Budget Note

The total purchase price of the land is yet to be determined. $844,898 has been budgeted in the 2027 Capital Improvement Budget.

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

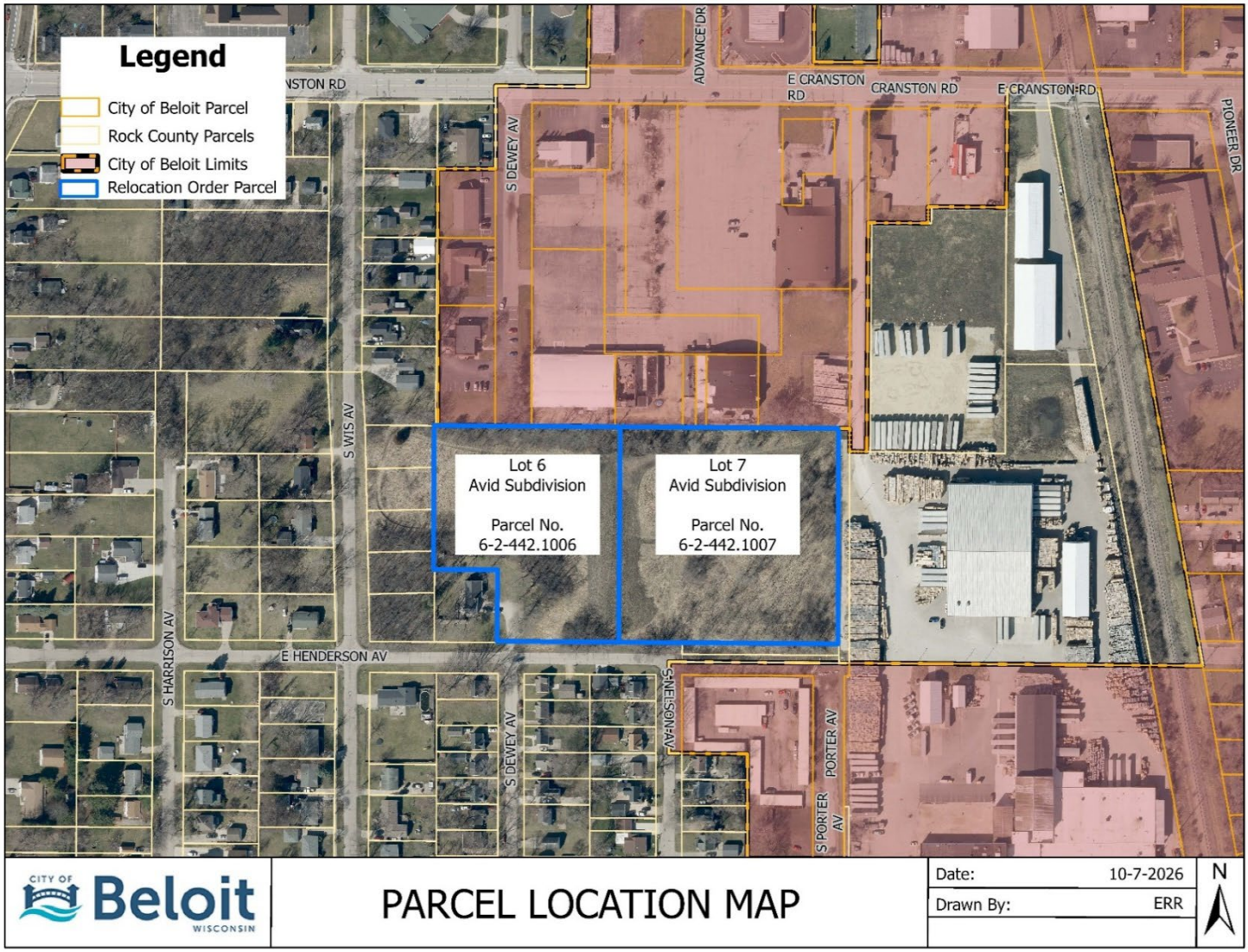
Write N/A if not applicable:
N/A

Attachments
Attachment A: Legal Description and Parcel Location Map

Revised 08-19-2026

Attachment A

Legal Description: Lots 6 and 7, Avid Subdivision, Town of Beloit, County of Rock, State of Wisconsin.



CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**An Application for a new Class "A" Fermented Malt Beverage (Beer) and "Class A" Intoxicating Liquor License for OM Beloit Inc, d/b/a Tobacco Shack Liquor, located at 1212 Cranston Rd., Beloit, WI, Edgar Rodriquez, Agent.**		
Date:	**November 16, 2026**		
Presenter:	**Rebecca Wallendal**	**Department:**	**City Clerk-Treasurer**

Overview/Background Information

OM Beloit Inc, d/b/a Tobacco Shack Liquor, is applying for a new Class "A" Fermented Malt Beverage (Beer) and "Class A" Intoxicating Liquor License for the License period ending June 30, 2027.

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

1. OM Beloit Inc is purchasing Tobacco Shack from Akshar Brahma, Inc.
2. OM Beloit Inc, d/b/a Tobacco Shack Liquor, is requesting approval of a new Class "A" Fermented Malt Beverage (Beer) and "Class A" Intoxicating Liquor License for the period ending June 30, 2027.
3. A complete application with publication fees was submitted to the Clerk-Treasurer's office and was referred to the ABLCC for the November 10, 2026, agenda. ABLCC recommended approval with a vote of 5-0.
4. The City Council will take action on the recommendation of the ABLCC at the November 16, 2026, regular meeting.

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**

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

ABLCC reviewed the application at the November 10,2026, meeting and recommended approval with a vote of 5-0. This application is being returned to Council for a decision at the November 16, 2026, Regular City Council meeting.

Fiscal/Budget Note

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

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

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

Revised 08-19-2026

RESOLUTION 2026-161

RESOLUTION APPROVING A NEW CLASS "A" FERMENTED MALT BEVERAGE (BEER) AND "CLASS A" INTOXICATING LIQUOR LICENSE FOR OM BELOIT INC, D/B/A TOBACCO SHACK LIQUOR, LOCATED AT 1212 CRANSTON ROAD, BELOIT, WI, EDGAR RODRIGUEZ, AGENT

WHEREAS, an application has been received for a new "Class A" Intoxicating Liquor License for OM Beloit Inc, d/b/a Tobacco Shack Liquor, located at 1212 Cranston Road, Edgar Rodriguez, Agent; and

WHEREAS, the Alcohol Beverage License Control Committee has reviewed the application and recommended approval of the license, for the period ending June 30, 2027, for OM Beloit Inc, d/b/a Tobacco Shack Liquor at their November 10, 2026, meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit does hereby grant a new Class "A" Fermented Malt Beverage (Beer) and "Class A" Intoxicating Liquor License to OM Beloit Inc, d/b/a Tobacco Shack Liquor, located at 1212 Cranston Road, Beloit, Wisconsin.

Dated this 16th day of November, 2026

CITY COUNCIL CITY OF BELOIT

_____
Kevin Day, City Council President

Attest:

_____
Rebecca Wallendal, City Clerk-Treasurer

85

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 . . . . . $ 500.00
- ☐ Class "B" Beer . . . . . $ _____
- ☒ "Class A" Liquor . . . . . $ 500.00
- ☐ 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)	$ 1000.00
Background Check Fee	$
Publication Fee	$ 50.00
Total Fees	$ 1050.00

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
OM Beloit Inc

2. Business Trade Name or DBA
Tobacco Shack Liquor

3. FEIN [redacted]

4. Wisconsin Seller's Permit Number
456-1032729616-02

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	8. Date of Organization	9. Wisconsin DFI Registration Number
Wisconsin	9-18-2026	0049380

10. Premises Address
1212 Cranston RD

11. City	12. State	13. Zip Code
Beloit	WI	53511

14. County	15. Governing Municipality: ☒ City ☐ Town ☐ Village of: _____	16. Aldermanic District
Rock		

17. Premises Phone	18. Premises Email	19. Website
608-363-0577		

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. ☐

Inside the Premises Small Cooler All Smoke go Bihind Counter
All Beer going to in Beer cave Liquor stay bihind Counter and

21. Mailing Address (if different from premises address)
As above

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.
Patel	Jagdish Kumar	

Title	Email	Phone
Owner	Beloit2868@yahoo.com	608-322-0949

Signature	Date
JPatel	09-23-26

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)

Form
AB-200AA

Alcohol Beverage License Application

Appendix A - List of Persons Involved in the Applicant Business

Application Type *(check one)*
☑ Initial (New) ☐ Renewal
License Period

Instructions

This form is required supplemental material to Form AB-200, Alcohol Beverage License Application, for new and renewal applications.

The persons holding the following titles in the applicant business and any businesses referenced in Part A, Question 6, must provide contact and personal information to determine fitness to hold an alcohol beverage license under state law:

- Sole proprietor
- All partners of a partnership
- All officers, directors, and agent of a corporation or nonprofit organization
- All members or managers, and agent of a limited liability company

Contact and personal information for persons named above must be listed in the table below and submitted with this application. Attach additional sheets if necessary.

Each person holding a title named above must submit the most accurate Form AB-100 with this application.

Corporations, nonprofit organizations, and limited liability companies must submit the most accurate Form AB-101 with this application.

*Status Definitions

New: All entries on a new application or any person added to a renewal application for the first time.

Remove: This person no longer has a relationship to the applicant business.

Update: There are changes to this person's personal or contact information, or their relationship to the applicant business.

No Change: There are no changes to this person's personal or contact information, or their relationship to the applicant business.

1. Legal Business Name (individual name if sole proprietorship)
GM Beloit Inc

2. Business Trade Name or DBA
Tobacco Shack Liquor

3. FEIN [redacted]

Listing of Persons Involved in Applicant Business

First Name and Middle Initial	Last Name	Title/Relationship to Applicant Business	Phone Number	Email	Status*
Jagdish Kumar	Patel	Owner	608-322-0949	Beloit2868@ychoo	New

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)
OM Beloit Inc.

2. Business Trade Name or DBA
Tabacco Shack Liquor

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.
Patel	Jagdish Kumar	

4. Relationship to Business (Title)	5. Email	6. Phone
Owner	Beloit2868@yahoo.com	608-322-0949

7. Home Address
15562 Stonecrest Rd.

8. City	9. State	10. Zip Code	11. Date of Birth
South Beloit	IL	61080	[redacted]

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

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)

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

Previous Address 1: N/a	City	State	Zip Code
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
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.

	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
09/30/26

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]	9/23/26

Part F: Licensing Authority Approval (*office use only*)

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

Name of Local Official	Title
Dave Elrod	Lieutenant
Signature of Local Official	**Date**
[signature]	10/23/2026

91

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)
OM BELOIT

2. Business Trade Name or DBA
Tobacco shack liquor

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.
Rodriguez	Edgar	

4. Relationship to Business (Title)	5. Email	6. Phone
Agent		6087181508

7. Home Address 323 liberty Ave

8. City	9. State	10. Zip Code	11. Date of Birth
Beloit			[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) 01/2007

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

Previous Address 1	City	State	Zip Code
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
Il	Kane county						
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.

	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.

DC1979
09/30/26

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
Edyn Rodz	9/24/26

Part F: Licensing Authority Approval (*office use only*)

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

Name of Local Official	Title
DAVE ElRod	Lieutenant

Signature of Local Official	Date
Dave RO	10/03/2026

93

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)
OM Beloit Inc.

2. Business Trade Name or DBA
Tobacco Shack Liquor

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.

Part B: Agent Information

1. Last Name	2. First Name	3. M.I.
Rodriguez	edgar	

4. Email	5. Phone

6. Home Address: 323 Liberty Ave

7. City	8. State	9. Zip Code	10. Date of Birth
Beloit	WI	53511	[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 →

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.
Patel	Jagdish kumar	

Title	Email	Phone
Owner	Beloit2808@yahoo.com	608-322-0949

Signature	Date
JPatel	09-24-26

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.
Rodriguez	edgar	

Signature	Date
Edgar Rod	9/24/26

CITY OF Beloit
WISCONSIN

SUPPLEMENTAL QUESTIONNAIRE FOR AGENTS

You are required to provide the following information to the City of Beloit to assist 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 licensee 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 out 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.

Edgar Rodriguez
Agent Signature

Edgar Rodriguez
(Print Agent Name)

JOSE MORENO NOTARY PUBLIC STATE OF WISCONSIN

Subscribed and sworn to be this 24 day of September, 20 26.

Notary Public

My commission expires: 6/18/27

(seal)

Corporate Officer Signature
(Designate Office)

Jagdish Kumar Patel
(Print Corporate Officer Name)

JOSE MORENO NOTARY PUBLIC STATE OF WISCONSIN

Subscribed and sworn to be this 24 day of September, 20 26.

Notary Public

My commission expires: 6/18/27

(seal)

Question 1:
As the appointed agent, I will oversee all alcohol sales to ensure full compliance with state laws and city regulations. I will train staff on proper ID checks, maintain control of the premises, and address any issues promptly to ensure responsible and lawful alcohol sales.

Question 2:
I have experience managing a convenience store with retail alcohol sales, including supervising staff, verifying IDs, and ensuring compliance with alcohol regulations.

Question 3:
There will be approximately 3 employees under my supervision involved in alcohol sales and customer service. We also strive to have all staff members obtain their own individual liquor licenses to ensure full compliance and responsible sales practices.

Question 4:
Employees will be trained on proper ID checks, alcohol laws, and responsible sales practices. Training is ongoing, with regular refreshers to ensure compliance and consistency.

Question 5:
All employees will be trained to check valid photo IDs for every alcohol purchase, regardless of age appearance. We will have clear store policies requiring ID verification, and any employee who fails to follow these procedures will face disciplinary action. Regular reminders and spot checks will help ensure compliance.

Question 6:
Several employees under my supervision will hold individual operator (bartender) licenses, allowing them to directly sell and dispense alcohol. This ensures proper oversight and that all alcohol sales are handled by trained, licensed staff.

Question 7:
I will not be on the premises full time, as I also serve as an agent for another store and hold other employment. However, my staff will hold their own liquor licenses to ensure proper supervision and compliance with all alcohol regulations during business hours.

Question 8:

I plan to be on the premises several times per week to oversee operations, conduct staff training, and ensure compliance with alcohol regulations. My visits will typically include a mix of weekday and weekend shifts, depending on business needs.

Question 9:

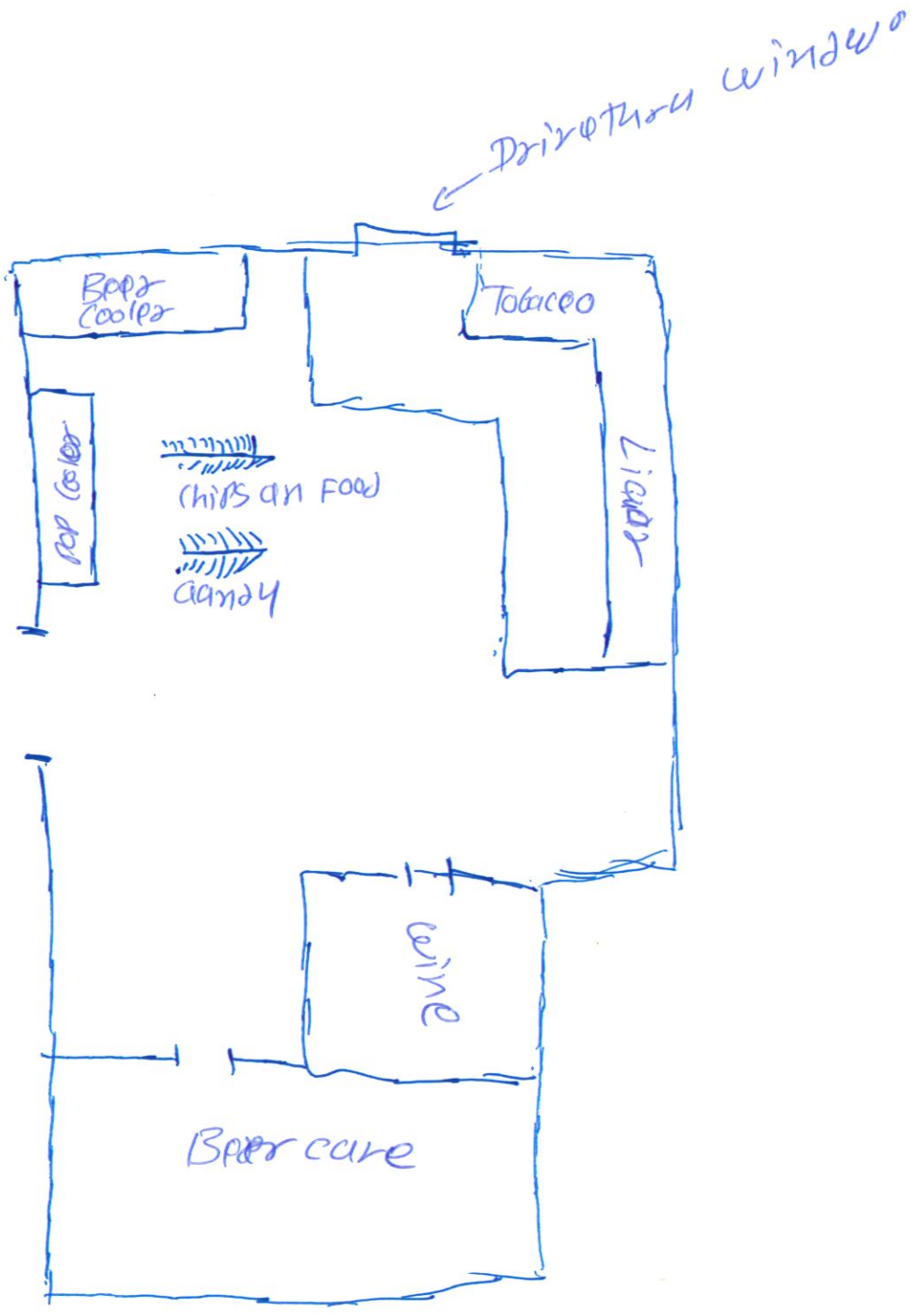
Yes, I understand that as the appointed agent, I can be personally cited for any alcohol-related violations, including underage sales or after-hours activity, even if I am not physically present on the premises.

Question 10:

I have not had any alcohol-related charges or violations within the past five years.

Question 11:

I take my responsibilities as an alcohol agent seriously and am committed to following all state and local regulations. I will ensure staff are properly trained and that all alcohol sales are handled responsibly and in full compliance with the law.


Drive thru window
Beer Cooler
Tobacco
Liquor
Pop Cooler
Chips an Food
Candy
Wine
Beer cave

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**An Application for Amendment of Class "B" Fermented Malt Beverage (Beer) and "Class B" Intoxicating Liquor License Premises Description for Henry Dorrbaker LLC, d/b/a Henry Dorrbaker, located at 605 Third St., Beloit, WI, Jeffery Whiteman, Agent.**		
Date:	**November 16, 2026**		
Presenter:	**Rebecca Wallendal**	**Department:**	**City Clerk-Treasurer**

Overview/Background Information

Henry Dorrbaker LLC, d/b/a Henry Dorrbaker, is applying to amend premises description of Class "B" Fermented Malt Beverage (Beer) and "Class B" Intoxicating Liquor License at 605 Third St. for the License period ending June 30, 2027.

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

1. Henry Dorrbaker LLC, d/b/a Henry Dorrbaker, is requesting approval to amend premises description of 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 was referred to the ABLCC for the November 10, 2026, agenda. ABLCC recommended approval with a vote of 5-0.
3. The City Council will take action on the recommendation of the ABLCC at the November 16, 2026, regular meeting.

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**

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

ABLCC reviewed the application at the November 10,2026, meeting and recommended approval with a vote of 5-0. This application is being returned to Council for a decision at the November 16 2026, Regular City Council meeting.

Fiscal/Budget Note

The fee for this application is a $10.00 publication fee.

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

Application for Amendment, premise map.

Revised 08-19-2026

RESOLUTION 2026-163

RESOLUTION APPROVING AN AMENDMENT TO THE CLASS "B" FERMENTED MALT BEVERAGE (BEER) AND "CLASS B" INTOXICATING LIQUOR LICENSE FOR HENRY DORRBAKER LLC, d/b/a HENRY DORRBAKER, LOCATED AT 605 THIRD ST, BELOIT, WI, JEFFERY WHITEMAN, AGENT

WHEREAS, an application has been received to amend the licensed premise description for Henry Dorrbaker, located at 605 Third St, Beloit, WI; and

WHEREAS, the Alcohol Beverage License Control Committee has reviewed the application and recommended approval of the amendment for a premises extension and premises description, pending completion of all required inspections per ordinance 31.03(2), for the period ending June 30, 2027, for Henry Dorrbaker LLC, d/b/a Henry Dorrbaker at their November 10, 2026, meeting; and

WHEREAS, the applicant has provided a site map and has assured the city that the laws and ordinances pertaining to holding this license will be adhered to.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beloit that the amendment to the licensed premises is hereby granted.

Dated this 16th day of November, 2026

BELOIT CITY COUNCIL

_____
Kevin Day, City Council President

Attest:

_____
Rebecca Wallendal, City Clerk-Treasurer

CITY OF Beloit
WISCONSIN

City Clerk
100 State Street, Beloit, WI 53511
Ph: 608-364-6680; Fax: 608-364-6642

APPLICATION FOR AMENDMENT OF CLASS "B" BEER AND "CLASS B" INTOXICATING LIQUOR LICENSED PREMISES DESCRIPTION

Name of Licensed Premises: HENRY DORRBAKER, LLC d/b/a HENRY DORRBAKER

Address: 605 THIRD STREET, BELOIT, WI 53511

Applicant's Name: HENRY DORRBAKER, LLC

Phone Numbers – business and personal: 608-931-3121

Purpose for requesting the amendment to premises description:
Expand Henry Dorrbaker's licensed premises to include the new golf simulator area relocation/build-out area within the Henry Dorrbaker premises, as shown on the highlighted floor plan.

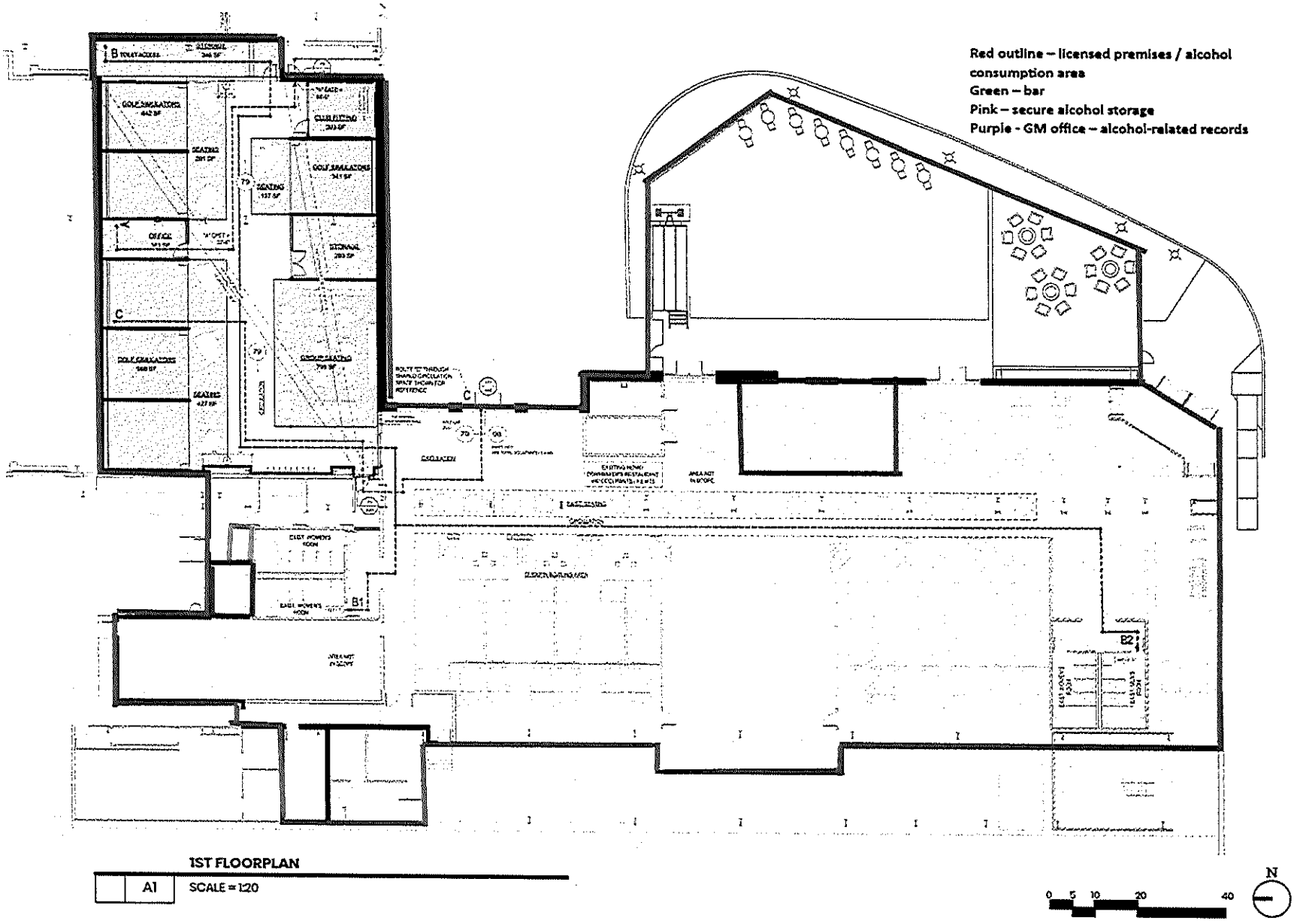
Detailed description of new premises (attach scaled drawings/floor plans):
All POS/bar areas, alcohol storage areas, office/records area, and all served and consumption areas within the Henry Dorrbaker premises, including the new golf simulator build-out area, as depicted on the attached highlighted floor plan. Alcohol-related records will be maintained in the GM office on-site.

Signature of Applicant: [signature]

Date of Application: 10/15/2026

1. **ABLCC meeting date*:** 11/10/2026
2. **City Council meeting date*:** 11/16/2026
3. **Applicant amends premises description on license application at City Clerk's Office after Council approval. Date:** _____

*Applicant MUST be present for these meetings.


Red outline – licensed premises / alcohol consumption area
Green – bar
Pink – secure alcohol storage
Purple - GM office – alcohol-related records
HENDRICK'S
HENRY DORRBAKER'S
& The Range
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CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**An Alcohol Beverage License and Permit Transfer Application for a Class "B" Fermented Malt Beverage (Beer) and "Class C" Wine License for Tarina Lister, d/b/a Intimate Affairs by Tarina from 205 W. Grand Ave. to 2723 Prairie Ave., Beloit, WI, Daiyon Davis, Agent.**		
Date:	**November 16, 2026**		
Presenter:	**Rebecca Wallendal**	**Department:**	**City Clerk-Treasurer**

Overview/Background Information

Tarina Lister, d/b/a Intimate Affairs by Tarina, is applying to transfer a Class "B" Fermented Malt Beverage (Beer) and "Class C" Wine License from 205 W. Grand Ave. to 2723 Prairie Ave. for the License period ending June 30, 2027.

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

1. Tarina Lister, d/b/a Intimate Affairs by Tarina, is requesting approval to transfer a Class "B" Fermented Malt Beverage (Beer) and "Class C" Wine License for the period ending June 30, 2027.
2. A complete application with publication fees was submitted to the Clerk-Treasurer's office and was referred to the ABLCC for the November 10, 2026, agenda. ABLCC recommended approval with a vote of 5-0.
3. The City Council will take action on the recommendation of the ABLCC at the November 16, 2026, regular meeting.

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**

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

ABLCC reviewed the application at the November 10,2026, meeting and recommended approval with a vote of 5-0. This application is being returned to Council for a decision at the November 16, 2026, Regular City Council meeting.

Fiscal/Budget Note

The fee for this application is a $10.00 publication fee.

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

AB-102 Alcohol Beverage License and Permit Transfer Application, premise map.

RESOLUTION 2026-164

RESOLUTION APPROVING AN AMENDMENT TO THE CLASS "B" FERMENTED MALT BEVERAGE (BEER) AND "CLASS C" WINE LICENSE FOR TARINA LISTER, d/b/a INTIMATE AFFAIRS BY TARINA, FROM 205 W. GRAND AVE TO 2723 PRAIRIE AVE, BELOIT, WI, DAIYON DAVIS, AGENT

WHEREAS, an application has been received to amend the licensed premise description for Intimate Affairs by Tarina, from 205 W. Grand Ave to 2723 Prairie Ave, Beloit, WI; and

WHEREAS, the Alcohol Beverage License Control Committee has recommended approval of the amendment for the premise description; and

WHEREAS, the applicant has provided a site map and has assured the city that the laws and ordinances pertaining to holding this license will be adhered to.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beloit that the amendment to the licensed premises is hereby granted.

Dated this 16th day of November, 2026

BELOIT CITY COUNCIL

_____
Kevin Day, City Council President

Attest:

_____
Rebecca Wallendal, City Clerk-Treasurer

111

Form
AB-102

Alcohol Beverage License and Permit Transfer Application

Date

Use this form to transfer a municipally-issued alcohol beverage retail license to a different person. Also use this form to transfer a retail license or a state-issued alcohol beverage permit to another physical location. Submit this form only to the issuing authority.

Transfer Type *(check one)* ☐ Person-to-Person (no fee) ☒ Place-to-Place ($10 fee)

Type of Authorization to transfer *(check one)*
☐ Municipal Retail License ☐ State Issued-Permit

Name of License/Permit (e.g. "Class A" Liquor or Brewery)	Current License/Permit Number

Fees	
Transfer Fees	$ 10.00
Publication Fee	$
Background Check	$
Total Fees	$ 10.00

Part A: Current Business Information

1. Legal Business Name (individual name if sole proprietor): Heidi L Lichter
2. Business Trade Name or DBA: Intimate Affairs By Design
3. FEIN: [redacted]
4. Wisconsin Seller's Permit Number: 456-1032545736-02
5. Entity Type *(check one)*: ☒ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
6. Premises Address: 205 W. Grand Ave
7. City: Beloit
8. State: WI
9. Zip Code: 53511
10. County: Rock
11. Governing Municipality: ☒ City ☐ Town ☐ Village of: Beloit
12. Premises Phone: 608-639-1205
13. Premise Email: Intimateaffairsbydesign@yahoo.com
14. Contact Person Name: Heidi Lichter
15. Website:
16. Contact Person Phone: Heidi Lichter
17. Contact Person Email: Intimateaffairsbydesign@yahoo.com

Complete EITHER Part B OR Part C, based on the type of transfer you selected at the top of this form.

Part B: Transfer from Person-to-Person New Business Information

1. Reason for license transfer *(check one)*
☐ Death ☐ Disability ☐ Foreclosure ☐ Assignment to Creditor ☐ Bankruptcy

2. Legal Business Name of New Licensee (individual name if sole proprietorship)

3. New Licensee Phone	4. New Licensee Email

5. Has the new licensee completed AB-100? Submit a completed Form AB-100 with this form ..... ☐ Yes ☐ No

6. Has the new licensee completed AB-200? Submit a completed Form AB-200 with this form ..... ☐ Yes ☐ No

Continued →

Part C: Transfer from Place-to-Place New Premises Information

1. New Premises Address: 2723 Prairie Ave

2. City: Beloit | 3. State: WI | 4. Zip Code: 53511

5. New Premises Phone: 708-638-1206 | 6. Premise Email: Tillmanmarsh@freedyahoo.com

7. New Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and where records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

Ultimate Affairs has to relocate from 205 W. Grand Ave to 2723 Prairie Ave due to the burning bush God and the cover during their burning.

I'm currently located on the Corner of Prairie and. The main room is the event space, there's a small room where beer & wine will be stored and sold. The back area consists of storage for inventory for events and 3 small unisex bathroom. Events will be outside in back of the building on the grass

Part D: Attestation

One of the following must sign and attest to this application: Only when the owner permits

• 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 or permit. 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.

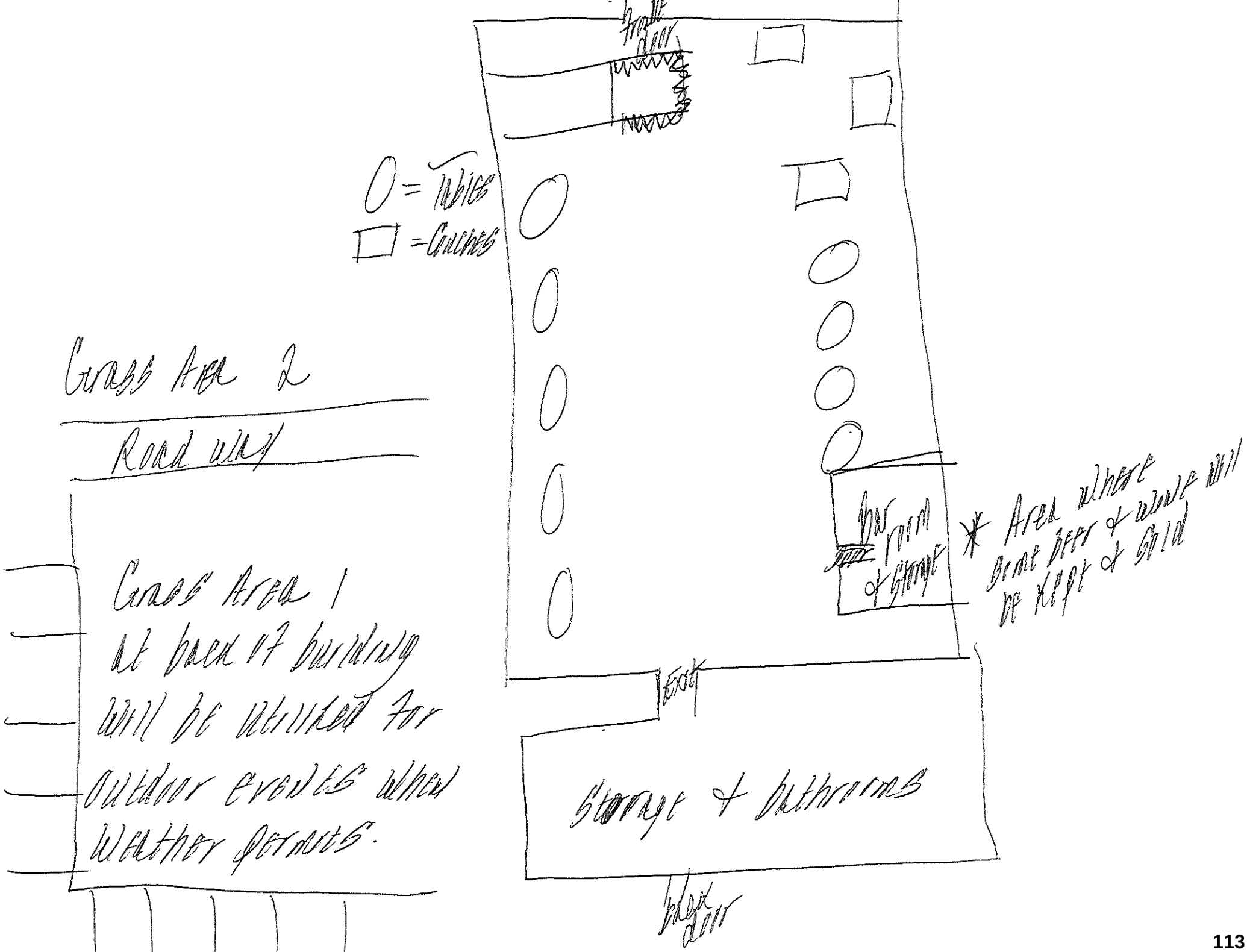
Last Name	First Name	M.I.
Tillman	Marsh	L

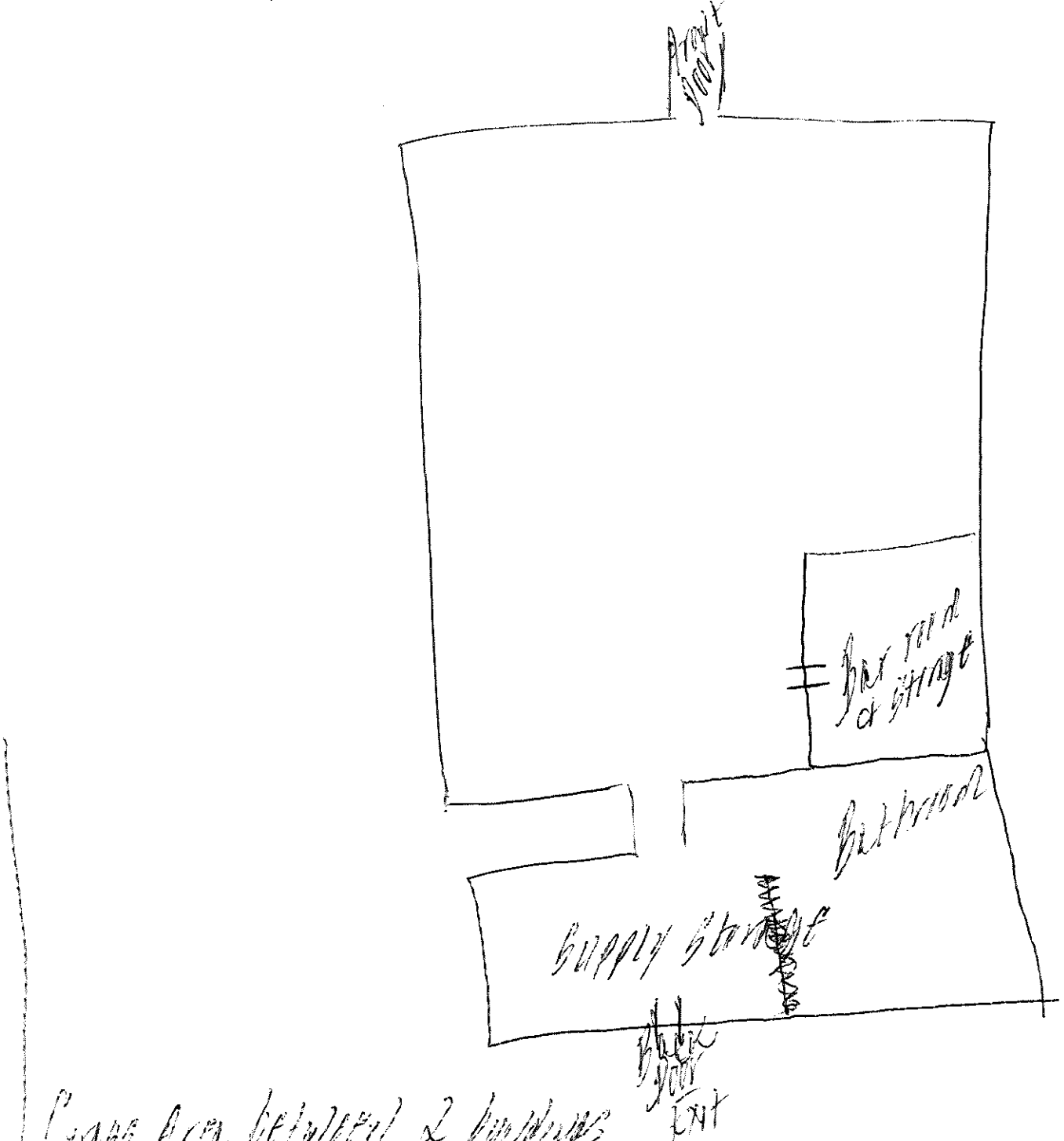
Title	Email	Phone
Owner	Tillmanmarsh@freedyahoo.com	815-519-5120

Signature: Marsh L Tillman | Date: 10/5/2024

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


front door
O = Tables
□ = Couches
Grass Area 2
Road way
Grass Area 1
At back of building will be utilized for outdoor events when weather permits.
Bar room & Storage
* Area where beer & wine will be kept & sold
Exit
Storage & bathrooms
back door


front door
bar area & storage
bathroom
supply storage
back door exit
Grass area between 2 buildings will be utilized for outdoor events

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**AN ORDINANCE TO CREATE SECTION 1.58(8)(e) AND TO AMEND SECTIONS 1.58(8)(d), 13.25(1), 13.26(2)(a)(1), AND 25.04(4)(b)12 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF BELOIT PERTAINING TO MUNICIPAL COURT COSTS**		
Date:	**November 2, 2026**		
Presenter:	**Attorney Elizabeth Krueger**	**Department:**	**City Attorney's Office**

Overview/Background Information

Wisconsin law requires the Municipal Court to collect a court cost on each separate matter it handles. Wis. Stat. §814.65(1) sets the allowable range. The municipality sets the amount within that range. Of each fee collected, $5 is paid to the State. The City keeps the balance.

2025 Wisconsin Act 113, effective March 22, 2026, raised the maximum court cost from $38 to $48 per matter. The City's current court cost is $38. That amount is written into four separate sections of the Municipal Code.

The attached ordinance sets the City's court cost at $48 in one new provision, Section 1.58(8)(e). It amends the other four sections to refer to that provision instead of stating a dollar amount.

Key Issues (no more than 5)

1. **New fee amount**. The ordinance raises the court cost from $38 to $48 per matter, the new statutory maximum. The cost applies whether the matter ends by default, by a plea of guilty or no contest, on issuance of a warrant or summons, or after a contested trial.
2. **Statutory exceptions**. Consistent with §814.65(1), the court cost does not apply to financial responsibility violations under §344.62(2), Wis. Stats., or to ordinance violations in conformity with §343.51(1m)(b) or §347.48(2m), Wis. Stats.
3. **One provision instead of four**. The $38 amount currently appears in Section 1.58(8)(d) (contempt of court), Section 13.25(1) (traffic forfeiture penalty), Section 13.26(2)(a)1 (traffic deposits), and Section 25.04(4)(b)12 (citation notice). The ordinance replaces each with a cross-reference to new Section 1.58(8)(e). Any future change to the court cost will require amending only one section.
4. **Disbursement**. The new provision directs that collected fees be disbursed as required by §814.65(1). This keeps the Code consistent with State law if the State changes the amount remitted to it.
5. **Relationship to the Fee Schedule**. The 2027 Fee Schedule amendments (Resolution No. 2026-142) also reflect the $48 Municipal Court cost. Because the amount is set in the Code, the ordinance controls.

Prior City Council Review

The City Council has not previously considered this ordinance. The $48 court cost is also included in the 2027 Fee Schedule amendments presented to Council under Resolution No. 2026-142.

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

Staff recommends that the City Council adopt Ordinance No. 3927, creating Section 1.58(8)(e) and amending Sections 1.58(8)(d), 13.25(1), 13.26(2)(a)1, and 25.04(4)(b)12 of the Code of General Ordinances pertaining to Municipal Court costs.

Fiscal/Budget Note

The ordinance helps the Municipal Court recover more of its operating cost from the people who use it, rather than from the property tax levy. Consolidating the amount in one provision simplifies future updates.

The State's share of each fee stays at $5. The full $10 increase is retained by the City. Additional revenue will equal $10 for each matter in which court costs are collected. The actual amount depends on caseload and collection rates.

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 prepared the ordinance. Wis. Stat. §814.65(1), as amended by 2025 Wisconsin Act 113, authorizes a court cost of not less than $15 nor more than $48 on each separate matter. The proposed $48 cost is within that range. The exceptions in new Section 1.58(8)(e) track the statute. The ordinance is approved as to form.

Attachments

Ordinance No. 3927, Pertaining to Municipal Court Costs

Revised 08-19-2026

ORDINANCE NO. 3927

AN ORDINANCE TO CREATE SECTION 1.58(8)(e) AND TO AMEND SECTIONS 1.58(8)(d), 13.25(1), 13.26(2)(a)(1), AND 25.04(4)(b)12 OF THE CODE OF GENERAL ORDINANCES OF THE CITY OF BELOIT PERTAINING TO MUNICIPAL COURT COSTS

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

Section 1. Section 1.58(8)(d) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

"(d) Contempt of Court and Penalty. The Judge may punish for contempt as provided in §800.12, Wis. Stats., and may impose a forfeiture therefor not to exceed $200 or upon nonpayment of the forfeiture, penalty surcharge under §757.05, Wis. Stats., and jail surcharge under §302.46(1), Wis. Stats., crime laboratories and drug law enforcement surcharge imposed by §165.755(1), Wis. Stats., and courts costs as established in subsection (e) of this section~~of $38 under §814. 6 5(1), Wis. Stats.~~, a jail sentence not to exceed 7 days."

Section 2. Section 1.58(8)(e) of the Code of General Ordinances of the City of Beloit is hereby created to read as follows:

"(e) Court Costs. Pursuant to §814.65(1), Wis. Stats., in each municipal court action, except for a financial responsibility violation under §344.62(2), Wis. Stats., or a violation of an ordinance in conformity with §343.51(1m)(b) or §347.48(2m), Wis. Stats., the Municipal Court shall collect a fee of $48 on each separate matter, whether it is on default of appearance, a plea of guilty or no contest, on issuance of a warrant or summons, or the action is tried as a contested matter. Upon collection, the fee shall be disbursed as required by §814.65(1), Wis. Stats."

Section 3. Section 13.25(1) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

"(1) FORFEITURE PENALTY. The penalty for violation of any provision of this chapter shall be a forfeiture as hereafter provided, together with court costs established under §1.58(8)(e) of this Municipal Code~~of $38~~, surcharges and fees prescribed by Ch. 814, Wis. Stats., the penalty surcharge for moving traffic violations, the crime laboratories and drug law enforcement surcharge and the driver improvement surcharge imposed by §§757.05, 165.755 and 346.655, Wis. Stats., where applicable. Payment of the judgment and applicable court costs, fees and surcharges shall be governed by Ch. 800, Wis. Stats."

Section 4. Section 13.26(2)(a)(1) of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

"1. If the person makes a deposit for a violation of a statewide traffic regulation or a nonmoving traffic violation, the person need not appear in court at the time fixed in the citation and the person will be deemed to have tendered plea of no contest and submitted to a forfeiture and penalty surcharge if required by §757.05, Wis. Stats., jail surcharge if required by §302.46(1), Wis. Stats., crime laboratories and drug law enforcement surcharge, if required by §165.755(1), Wis. Stats., plus court costs established under §1.58(8)(e) of this Municipal Code any applicable fees~~,~~ and surcharges ~~and court costs of $38~~ prescribed in Ch. 814, Wis. Stats., not to exceed the amount of the deposit that the court may accept as provided in §345.37, Wis. Stats."

Section 5. Section 25.04(4)(b)12 of the Code of General Ordinances of the City of Beloit is hereby amended to read as follows:

"12. Notice that if the defendant makes a deposit and fails to appear in court at the time fixed in the citation, the defendant is deemed to have tendered a plea of no contest and submits to a forfeiture, penalty surcharge, jail surcharge, crime laboratories and drug law enforcement surcharge, and court costs as established under §1.58(8)(e) of this Municipal Code~~of $38~~, not to exceed the amount of the deposit. The notice shall also state that the court may decide to summon the defendant rather than accept the deposit and plea."

Section 6. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

Section 7. This ordinance shall be in force and take effect on January 1, 2027.

Adopted this ____ day of November, 2026.

CITY COUNCIL FOR THE CITY OF BELOIT

_____
Kevin Day, President

ATTEST:

_____
Rebecca Wallendal, City Clerk-Treasurer

PUBLISHED:_____
EFFECTIVE DATE:_____
01-611100-5231-_____
Court Cost Fee Updates = ORD 20261026 (26-1256)

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	Traffic Control for Intersections in Eagles Ridge Plats 5 and 6		
Date:	November **16**, 2026		
Presenter:	Bill Frisbee, Public Works Director	Department:	Public Works/Engineering

Overview/Background Information

Eagles Ridge Plats 5 and 6 are the newest development portion of the Eagles Ridge subdivision. Together they contain 73 lots. In the existing Eagles Ridge subdivision unsignalized intersections have no traffic control at 3-leg tee intersections and minor road stop control at 4-way intersections.

The MUTCD (Manual on Uniform Traffic Control Devices) sets forth a hierarchy of traffic control at non-signalized intersections starting with no traffic control, followed by yield control in one direction, then stop control in one direction and finally stop control in all directions.

The intersection of Night Hawk Drive/Hawks Pass is a 4-leg intersection. The intersection of Owl Run and Quail Run is also a 4-leg intersection. The intersection of Quail Run and Colley Road is a 3-leg tee intersection. Colley Road is a collector while Quail Run is a local road. All other intersections in these new plats are 3-leg tee intersections of two local roads where no traffic control is appropriate.

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

1. Eagles Ridge Plats 5 and 6 are the newest sections of the Eagles Ridge Subdivision located between Gateway Boulevard and Turtle Town Hall Road, north of Colley Road.
2. Since Colley Road and Quail Run is an intersection of a collector and a local road, the MUTCD indicates that minor road stop control should be considered because it is an intersection of two roads with different functional classifications. The minor road is Quail Run.
3. Since the intersection of Quail Run and Owl Run is a new intersection there is no crash history to consider. Engineering judgement indicates that minor road stop control should be considered to promote predictable intersection operation and reasonable driver expectancy. The Eagles Ridge subdivision utilizes minor road stop control at 4-leg intersections and introducing another type of control may cause driver confusion and situations where drivers expect other vehicles to stop when they are not required to do so. Owl Run is the minor road.
4. Since the intersection of Night Hawk Drive and Hawks Pass is a new intersection there is no crash history to consider. Engineering judgement indicates that minor road stop control should be considered to promote predictable intersection operation and reasonable driver expectancy. The Eagles Ridge subdivision utilizes minor road stop control at 4-leg intersections and introducing another type of control may cause driver confusion and situations where drivers expect other vehicles to stop when they are not required to do so. Night Hawk Drive is the minor road.
5. All other intersections in these plats are 3-leg tee intersections of two local roads. The Eagles Ridge Subdivision has many of these intersections that have no traffic control and function appropriately so no traffic control is proposed at these other intersections.
6. The Traffic Review Committee (TRC) voted unanimously to recommend approval of this ordinance.

Prior City Council Review

City Council approved these plats and associated development agreements.

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

Engineering recommends approval of the ordinance to amend the index of special locations to install stop signs at the following locations:

- On the east and west approaches of Night Hawk Drive at the intersection with Hawks Pass
- On the east and west approaches of Owl Run at the intersection with Quail Run
- On the north approach of Quail Run at the intersection with Colley Road

Fiscal/Budget Note

Signs will be installed by Public Works staff and the cost of the signs will be reimbursed by the developer in accordance with the development agreements.

Legal Review

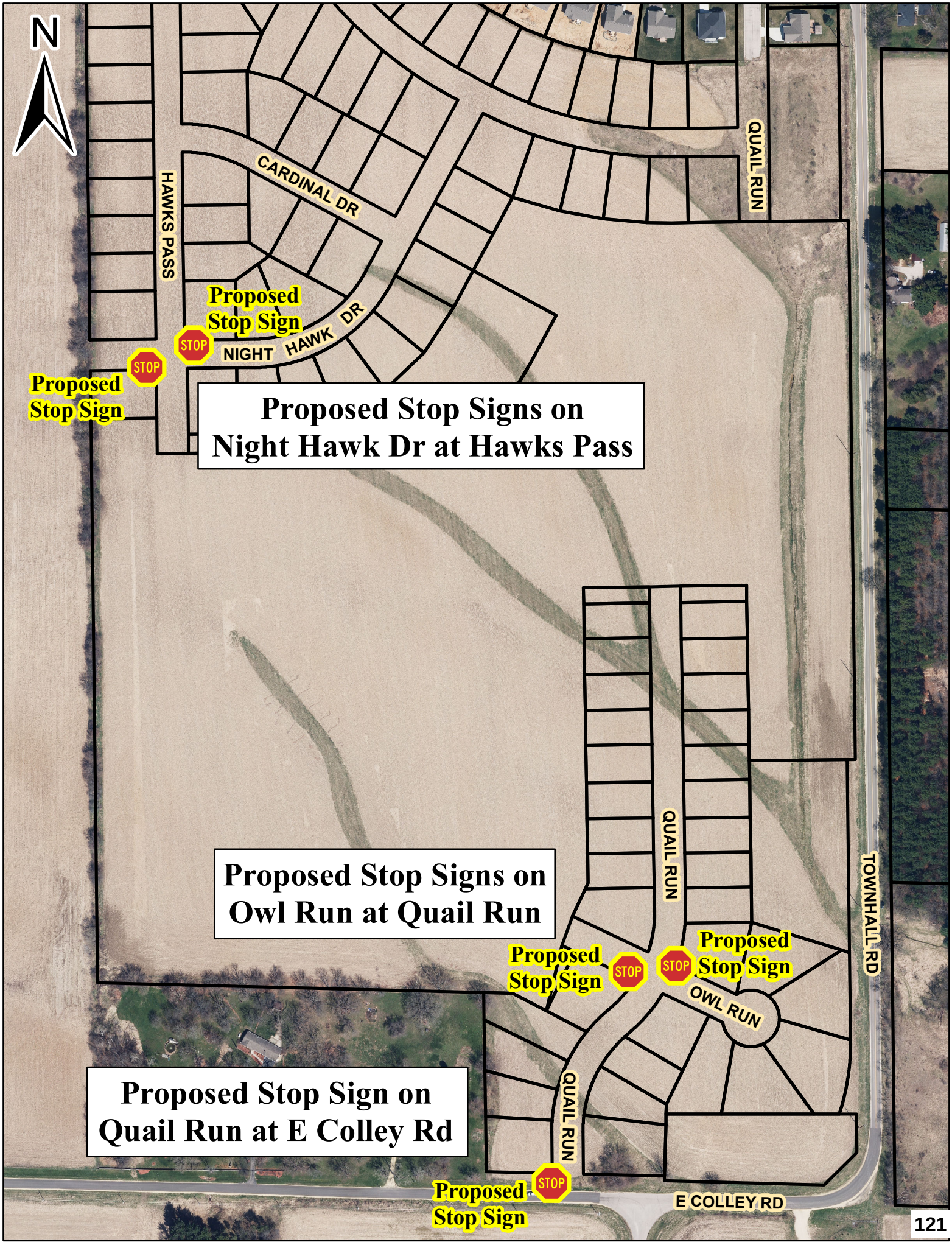
Legal Review: ☒ This action has had legal review ☐ No legal review is needed for this action

Write N/A if not applicable:

Attachments

Ordinance, Exhibit, Plat 5, Plat 6

Revised 08-19-2026


N
HAWKS PASS
CARDINAL DR
QUAIL RUN
Proposed
Stop Sign
STOP
NIGHT HAWK DR
Proposed
Stop Sign
STOP
Proposed Stop Signs on
Night Hawk Dr at Hawks Pass
QUAIL RUN
TOWNHALL RD
Proposed Stop Signs on
Owl Run at Quail Run
Proposed
Stop Sign
STOP
STOP
Proposed
Stop Sign
OWL RUN
QUAIL RUN
Proposed Stop Sign on
Quail Run at E Colley Rd
STOP
Proposed
Stop Sign
E COLLEY RD
121

EAGLES RIDGE PLAT NO. 5

E15

BEING A SUBDIVISION OF LOTS 2 AND 3 AS DESIGNATED UPON C.S.M. NO. 2162627, BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 28, TOWNSHIP 1 NORTH, RANGE 13 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BELOIT, ROCK COUNTY, WISCONSIN

ARC DESIGN RESOURCES INC.
5291 ZENITH PARKWAY
LOVES PARK, IL 61111
VOICE: (815) 484-4300
FAX: (815) 484-4303
www.arcdesign.com
Design Firm License No. 184 001334

N O R T H
0 60' 90' 120'

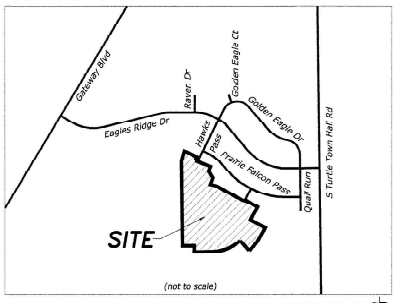
Bearings are based upon G.P.S. Observations and referenced to the Rock County Wisconsin Coordinate System. The East line of the Southeast Quarter of Section 28-1-13 bears South 0 degrees 41 minutes 44 seconds East as measured.

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified June 21, 2023

Department of Administration

VICINITY MAP



LAND AREA TABULATION

LOTS 100-137	490,940 S.F.	11.270 AC.
OUTLOT 7	81,847 S.F.	1.879 AC.
PUBLIC R.O.W. DEDICATION	149,488 S.F.	3.432 AC.
EAGLES RIDGE PLAT 5 TOTAL	722,275 S.F.	16.581 AC.

Subdivision Tie to Section Line as it runs along the Southerly line of Eagles Ridge Plat No. 4 (Not to scale)

EAGLES RIDGE PLAT NO. 4 Recorded September 1, 2020 in Volume 33 of Plats on Pages 46 - 47 as Document No. 2163675

HAWKS PASS PUBLIC RIGHT OF WAY HEREBY DEDICATED TO THE PUBLIC AREA = 89,436 SQ.FT., 1.53 AC.

CARDINAL DRIVE PUBLIC RIGHT OF WAY HEREBY DEDICATED TO THE PUBLIC AREA = 69,021 SQ.FT., 0.97 AC.

NIGHT HAWK DRIVE PUBLIC RIGHT OF WAY HEREBY DEDICATED TO THE PUBLIC AREA = 64,048 SQ.FT., 1.24 AC.

PRAIRIE FALCON PASS

NIGHT HAWK DRIVE

LOT 100 16,162 S.F. L 32.16' CD 32.15' CB S 18°02'03" W Δ 5°35'01" N 76°54'07" W 156.70

LOT 101 13,768 S.F.

LOT 102 11,201 S.F. L 11.60' CD 11.60' CB S 0°18'41" W Δ 2°00'50"

LOT 103 11,200 S.F.

LOT 104 11,200 S.F.

LOT 105 11,200 S.F.

LOT 106 11,200 S.F.

LOT 107 11,200 S.F.

LOT 108 11,200 S.F.

LOT 109 11,200 S.F.

LOT 110 14,280 S.F.

LOT 111 14,380 S.F.

LOT 112 14,616 S.F.

LOT 113 13,231 S.F.

LOT 114 13,346 S.F.

LOT 115 13,346 S.F.

LOT 116 13,346 S.F.

LOT 117 14,008 S.F.

LOT 118 12,320 S.F.

LOT 119 12,320 S.F.

LOT 120 12,320 S.F.

LOT 121 15,400 S.F.

LOT 122 12,600 S.F.

LOT 123 12,600 S.F.

LOT 124 13,787 S.F. L 24.78' CD 24.77' CB N 63°40'49" W Δ 4°18'06"

LOT 125 16,764 S.F.

LOT 126 12,505 S.F.

LOT 127 11,727 S.F.

LOT 128 10,810 S.F.

LOT 129 14,153 S.F.

LOT 130 11,200 S.F.

LOT 131 12,143 S.F.

LOT 132 13,750 S.F.

LOT 133 11,764 S.F.

LOT 134 13,441 S.F.

LOT 135 14,526 S.F.

LOT 136 12,600 S.F.

LOT 137 12,203 S.F.

OUTLOT 7 81,847 S.F. 1.879 Acres

CURVE C-1 Δ = 19°16'30" R = 670.00' L = 225.46' CB = S 37°57'39" W CD = 224.40' Tan. IN = S 28°19'14" W Tan. OUT = S 47°36'03" W

CURVE C-2 Δ = 41°42'12" R = 510.00' L = 371.21' CB = S 68°27'10" W CD = 363.07' Tan. IN = S 47°36'03" W Tan. OUT = S 89°18'16" W

CURVE C-3 Δ = 6°05'34" R = 330.00' L = 35.09' CB = S 23°52'20" W CD = 35.07' Tan. IN = S 26°55'07" W Tan. OUT = S 20°49'33" W

CURVE C-4 Δ = 29°00'57" R = 330.00' L = 167.12' CB = N 76°11'15" W CD = 165.34' Tan. IN = N 61°40'46" W Tan. OUT = S 89°18'16" W

CURVE C-5 Δ = 29°00'57" R = 270.00' L = 136.73' CB = S 76°11'15" W CD = 135.28' Tan. IN = N 89°18'16" E Tan. OUT = S 61°40'46" E

CURVE C-6 Δ = 60°59'03" R = 270.00' L = 287.38' CB = S 30°48'45" W CD = 274.01' Tan. IN = S 20°19'14" W Tan. OUT = S 89°18'16" W

CURVE C-7 Δ = 60°59'03" R = 330.00' L = 351.24' CD = N 50°48'45" E CD = 334.90' Tan. IN = N 89°18'16" E Tan. OUT = N 28°19'14" E

CURVE C-8 Δ = 21°31'17" R = 330.00' L = 123.95' CB = S 10°03'55" W CD = 123.23' Tan. IN = S 20°49'33" W Tan. OUT = S 0°41'44" E

CURVE C-9 Δ = 21°31'17" R = 270.00' L = 101.42' CB = N 10°03'55" E CD = 100.82' Tan. IN = N 0°41'44" W Tan. OUT = N 20°49'33" E

NOTE (A): The Location of 40' of Allowable Driveway for Lots near an Intersection.

1/4 COR. 28-1-13 Fd. 3/4" Rebar

S.E. COR. 28-1-13 Fd. 3/8" Rebar in 2 1/2" pipe

East Line of the Southeast Quarter of Section 28-1-13

LEGEND

◉	SET MONUMENT 1 1/4" REBAR, 24" LENGTH, 4.30 LBS PER FT.
•	SET MONUMENT 3/4" REBAR, 24" LENGTH, 1.5 LBS PER FT.
○	FOUND MONUMENT, SEE MAP FOR MATERIAL
R	RADIUS
CD	CHORD DISTANCE
CB	CHORD BEARING
L	ARC LENGTH
T	TANGENT LENGTH
Δ	CENTRAL ANGLE
N 15°52'36" E	MEASURED BEARING
586.78'	MEASURED DISTANCE
(N 45°52'36" E)	RECORD BEARING
(586.78')	RECORD DISTANCE
———	SECTION LINE
— — —	BUILDING SETBACK LINE
———	EASEMENT LINE
— — —	RIGHT-OF-WAY LINE
———	EXTERIOR BOUNDARY LINE
———	INTERIOR LOT LINE
LOT 12	LOT NUMBER
S.F.	SQUARE FEET
B.S.L.	BUILDING SETBACK LINE
	PORTION TO BE DEDICATED TO THE PUBLIC AS NEW RIGHT-OF-WAY
MBC	CLUSTER MAILBOX LOCATION AS APPROVED BY UNITED STATES POSTAL SERVICE
C.U.E.	CITY UTILITY EASEMENT FOR EXCLUSIVE CITY OF BELOIT USE
U.E.	UTILITY EASEMENT
D.U.E.	DRAINAGE AND UTILITY EASEMENT
S.M.E.	STORMWATER MANAGEMENT EASEMENT

NOTES

1. Driveway access is restricted within 20 feet of the intersection for Lots 105, 106, 118 and 119.

Given under my hand and seal this 22ND day of JUNE, 2023.

Lee S. Sprecher
Wisconsin Professional Land Surveyor No. 2672
Arc Design Resources, Inc.
5291 Zenith Parkway
Loves Park, IL 61111

COPYRIGHT 2023

SHEET 1 of 2
21708
Rev. 06/14/2023

EAGLES RIDGE PLAT NO. 6

BEING A SUBDIVISION OF PART OF LOT 1 OF CSM RECORDED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 125 AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 13 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF BELOIT, ROCK COUNTY, WISCONSIN

CSM No. 700731

ARC DESIGN RESOURCES INC.
5291 ZENITH PARKWAY
LOVES PARK, IL 61111
VOICE: (815) 484-4300
FAX: (815) 484-4303
www.arcdesign.com
Design Firm License No. 184-001334

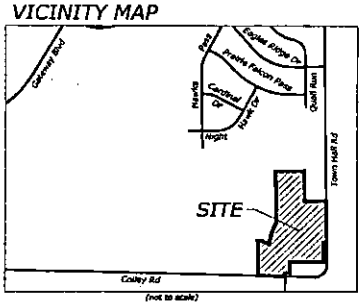
Bearings are based upon G.P.S. observations and referenced to the Rock County Wisconsin Coordinate System NAD83 (2011). The East line of the Southeast Quarter of Section 28-1-13 bears South 0 degrees 41 minutes 44 seconds East as measured.

OWNER
New Leaf Homes, LLC
6539 E. Riverside Blvd., Suite 110
Rockford, IL 61114

LAND AREA TABULATION

LOTS 139-170	448,545 S.F.	10.297 AC.
OUTLOTS 8-11	89,512 S.F.	2.055 AC.
PUBLIC R.O.W. DEDICATION	164,195 S.F.	3.769 AC.
EAGLES RIDGE PLAT 6 TOTAL	702,252 S.F.	16.121 AC.

VICINITY MAP



LEGEND

⊕	SET MONUMENT 1 1/4" REBAR, 24" LENGTH, 4.30 LBS PER FT.
•	SET MONUMENT 3/4" REBAR, 24" LENGTH, 1.5 LBS PER FT.
○	FOUND MONUMENT, SEE MAP FOR MATERIAL
R	RADIUS
CD	CHORD DISTANCE
CB	CHORD BEARING
L	ARC LENGTH
Δ	CENTRAL ANGLE
N 45°52'36" E	MEASURED BEARING
585.78'	MEASURED DISTANCE
(N 45°52'36" E)	RECORD BEARING
(585.78')	RECORD DISTANCE
	SECTION LINE
	BUILDING SETBACK LINE
	EASEMENT LINE
	RIGHT-OF-WAY LINE
	EXTERIOR BOUNDARY LINE
	INTERIOR LOT LINE
LOT 12	LOT NUMBER
S.F.	SQUARE FEET
B.S.L.	BUILDING SETBACK LINE
	PORTION TO BE DEDICATED TO THE PUBLIC AS NEW RIGHT-OF-WAY
MBC	CLUSTER MAILBOX LOCATION AS APPROVED BY UNITED STATES POSTAL SERVICE
C.U.E.	CITY UTILITY EASEMENT FOR EXCLUSIVE CITY OF BELOIT USE
U.E.	UTILITY EASEMENT
D.U.E.	DRAINAGE AND UTILITY EASEMENT
C.S.M.E.	CITY STORMWATER MANAGEMENT EASEMENT
STM.E.	STORM SEWER EASEMENT
C.SAN.E.	CITY SANITARY SEWER EASEMENT FOR EXCLUSIVE CITY OF BELOIT USE

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

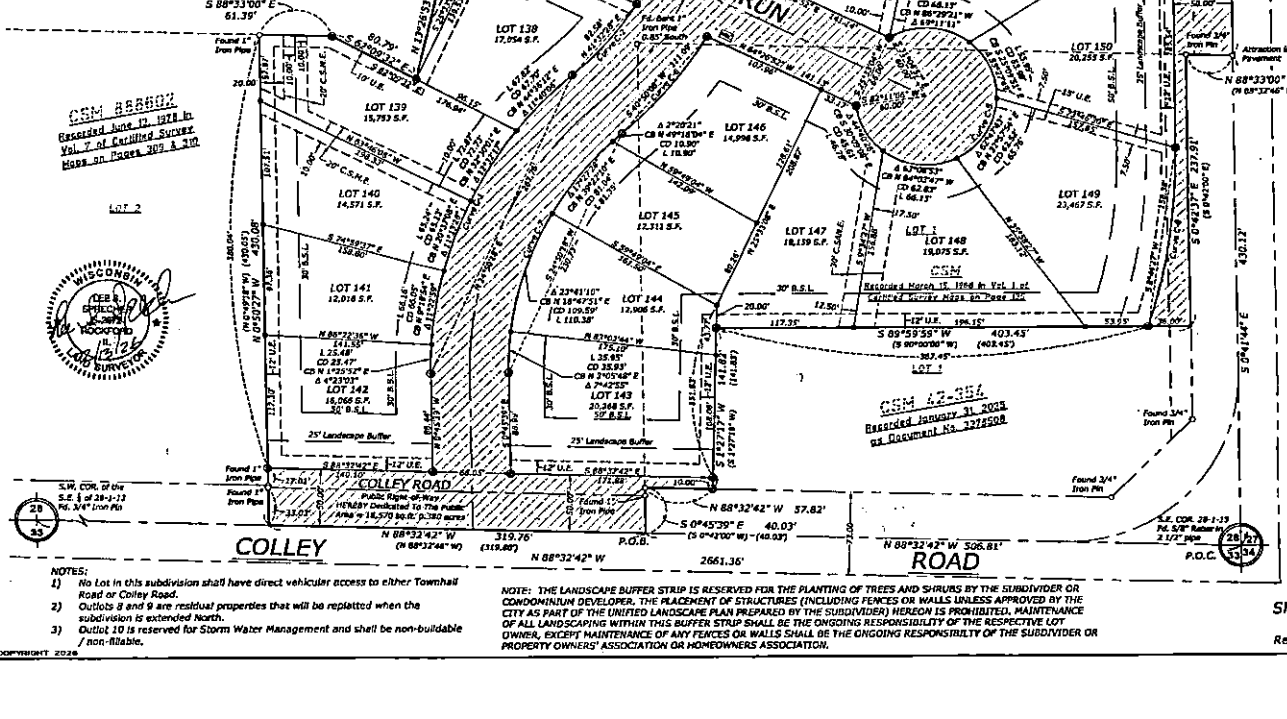
Certified February 12, 2026

Department of Administration

CSM 888602
Recorded June 12, 1978 in Vol. 7 of Certified Survey Maps on Pages 209 & 210

Lot 2

WISCONSIN DEB S. SPRECHER 5-2461 ROCKFORD IL SURVEYOR 08/13/25



NOTES:
1) No Lot in this subdivision shall have direct vehicular access to either Townhall Road or Colley Road.
2) Outlots 8 and 9 are residual properties that will be replatted when the subdivision is extended North.
3) Outlot 10 is reserved for Storm Water Management and shall be non-buildable / non-tillable.

NOTE: THE LANDSCAPE BUFFER STRIP IS RESERVED FOR THE PLANTING OF TREES AND SHRUBS BY THE SUBDIVIDER OR CONDOMINIUM DEVELOPER. THE PLACEMENT OF STRUCTURES (INCLUDING FENCES OR WALLS UNLESS APPROVED BY THE CITY AS PART OF THE UNIFIED LANDSCAPE PLAN PREPARED BY THE SUBDIVIDER) HEREON IS PROHIBITED. MAINTENANCE OF ALL LANDSCAPING WITHIN THIS BUFFER STRIP SHALL BE THE ONGOING RESPONSIBILITY OF THE RESPECTIVE LOT OWNER, EXCEPT MAINTENANCE OF ANY FENCES OR WALLS SHALL BE THE ONGOING RESPONSIBILITY OF THE SUBDIVIDER OR PROPERTY OWNERS' ASSOCIATION OR HOMEOWNERS ASSOCIATION.

COPYRIGHT 2026

SHEET 1 of 2
ARC 25008
Rev. 02/09/2026

ORDINANCE NO. 3928

AN ORDINANCE ESTABLISHING STOP SIGNS IN THE EAGLES RIDGE SUBDIVISION

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:

"Night Hawk Drive at Hawks Pass"

"Owl Run at Quail Run"

"Quail Run at Colley Road"

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

Adopted this ____ day of November, 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 Signs in Eagles Ridge Plats 5 and 6 (26-1270) 20261109

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	Traffic Control for Intersections in Elmwood Commons Plat 2		
Date:	November **16**, 2026		
Presenter:	Bill Frisbee, Public Works Director	Department:	Public Works/Engineering

Overview/Background Information

Elmwood Commons Plat 2 is a new 55-lot residential subdivision, located north of Elmwood Avenue and west of Robinson Drive. The subdivision includes five new public streets, including the extension of Kadlec Drive south to Elmwood Avenue. In the existing residential areas to the east and south of this subdivision unsignalized intersections typically have no traffic control at 3-leg tee intersections and minor road stop control at 4-way intersections. This can be seen in the attached vicinity map.

The MUTCD (Manual on Uniform Traffic Control Devices) sets forth a hierarchy of traffic control at non-signalized intersections starting with no traffic control, followed by yield control in one direction, then stop control in one direction and finally to stop control in all directions.

The intersection of Elmwood Avenue/Kadlec Drive is a 3-leg tee intersection. Elmwood Avenue is considered a collector street, and Kadlec Drive is a local road. The intersection of Kadlec Drive/E Elaine Drive is a 4-leg intersection. All other intersections in this subdivision are 3-leg tee intersections of two local roads where no traffic control is appropriate.

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

1. Elmwood Commons Plat 2 is a new subdivision development including public streets.
2. Since Elmwood Avenue and Kadlec Drive is an intersection of a collector and a local road, the MUTCD indicates that minor road stop control should be considered because it is an intersection of two roads with different functional classifications. The minor road is Kadlec Drive and should be stop controlled.
3. Since the intersection of Kadlec Drive and East Elaine Drive is a new intersection there is no crash history to consider. Engineering judgement indicates that minor road stop control should be considered to promote predictable intersection operation and reasonable driver expectancy. The surrounding area utilizes minor road stop control at 4-leg intersections and introducing another type of control may cause driver confusion and situations where drivers expect other vehicles to stop when they are not required to do so. East Elaine Drive is the minor road and should be stop controlled.
4. All other intersections in this subdivision are 3-leg tee intersections of two local roads. The surrounding area has many of these intersections that have no traffic control and function appropriately so no traffic control is proposed at these other intersections.
5. The Traffic Review Committee (TRC) voted unanimously to recommend approval of this ordinance.

Prior City Council Review

City Council approved this plat and associated development agreement.

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

Engineering recommends approval of the ordinance to amend the index of special locations to install stop signs at the following locations:

- On the north approach of Kadlec Drive at the intersection with Elmwood Avenue.
- On the east and west approaches of East Elaine Drive at Kadlec Drive.

Fiscal/Budget Note

Signs will be installed by Public Works staff and the cost of the signs will be reimbursed by the developer in accordance with the development agreement.

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, Vicinity Map, Plat 2

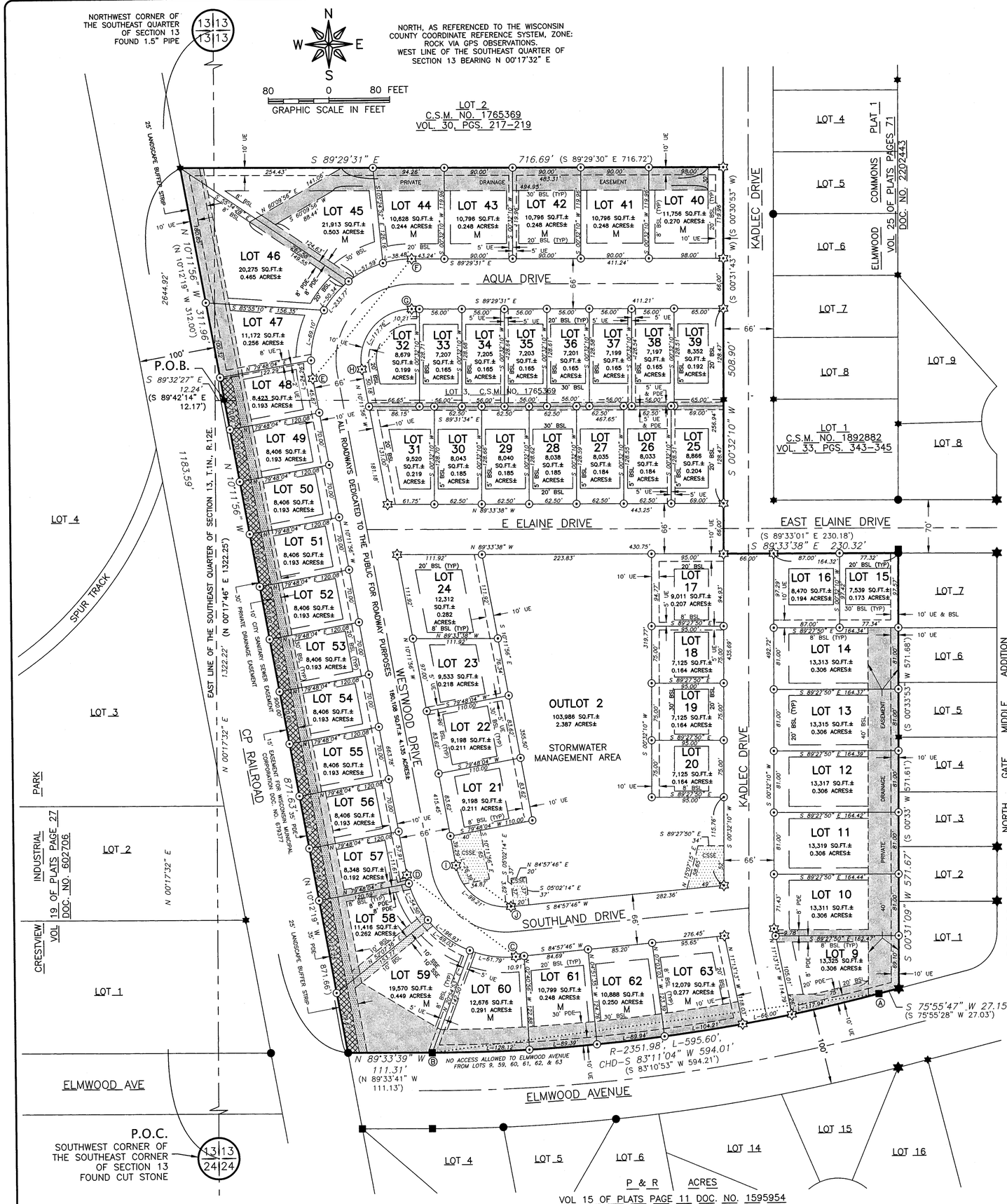
Revised 08-19-2026


N
Proposed Stop Signs on
E Elaine Dr at Kadlec Dr
STOP
Proposed Stop Sign
E ELAINE DR
Proposed Stop Sign
STOP
KADLEC DR
ROBINSON DR
Proposed Stop Sign on
Kadlec Dr at Elmwood Av
Proposed Stop Sign
STOP
ELMWOOD AV


VICINITY MAP
EXISTING TRAFFIC
CONTROL DEVICES
N
S BARTELLS DR
S PRAIRIE AV
W HART RD
KADLEC DR
N ROBINSON DR
SCOTTIES DR
E CAROLYN DR
E CAROLYN DR
N WOOD DR
N BUTLIN DR
KADLEC DR
POST RD
ELMWOOD COMMONS PLAT 2 AREA
E ELAINE DR
WOOD CT
BUTLIN CT
IVA CT
PRAIRIE AV
E BRIAR LA
ELMWOOD AV
E ELMWOOD AV
ROBINSON DR
WOOD DR
BUTLIN DR
IVA CT
LOMA DR
PIONEER DR
WINDSOR CT
BRAMBLE CT
MURPHY WOODS RD
SUNSHINE LA
VIRGINIA ST
SUMAC CT
STOP

FINAL PLAT OF
ELMWOOD COMMONS PLAT 2

PART OF THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 12 EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF BELOIT, ROCK COUNTY, WISCONSIN



SURVEYOR'S CERTIFICATE

I, Nicholas A. Grindey, a Professional Land Surveyor in the State of Wisconsin, hereby certify:

That I have surveyed, subdivided, and mapped the within described land, to be hereafter known and designated as "ELMWOOD COMMONS PLAT 2", that said subdivision of Lot 3 of Certified Survey Maps recorded September 20, 2006 in Volume 30, Pages 217, 218 and 219 of Certified Survey Maps, as Document No. 1765369, and part of Outlot 13-12 of the Assessor's Plat of Beloit Township, all situated in part of the Northwest Quarter and Southwest Quarter of the Southeast Quarter and part of the Northeast Quarter of the Southwest Quarter of Section 13, Town 1 North, Range 12 East, City of Beloit, Rock County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Southeast Quarter of said Section 13; thence North 00 degrees 17 minutes 32 seconds East along the west line of said Southeast Quarter of Section 13, a distance of 1322.22 feet; thence South 89 degrees 32 minutes 27 seconds East, a distance of 12.24 feet to the Southwest corner of said Lot 3 and the Point of Beginning;

thence North 10 degrees 11 minutes 56 seconds West along the west line of said Lot 3 and the easterly right of way line of the CP Railroad, a distance of 311.96 feet to the northwest corner of said Lot 3; thence South 89 degrees 29 minutes 31 seconds East along the north line of said Lot 3, a distance of 716.69 feet to the northeast corner of said Lot 3 and the west right of way line of Kadlec Drive; thence South 00 degrees 32 minutes 10 seconds West along the west right of way line of Kadlec Drive, a distance of 508.90 feet to the south right of way line of East Elaine Drive; thence South 89 degrees 33 minutes 38 seconds East along the south right of way line for East Elaine Drive, a distance of 230.32 feet to the west line of North Gate Middle Addition as recorded in the Office of the Register of Deeds for Rock County, Wisconsin, in Volume 25 of Plats, Page 33, Document No 773170; thence South 00 degrees 31 minutes 09 seconds West along the west line of said North Gate Middle Addition, a distance of 571.67 feet to the north right of way line of Elmwood Avenue; thence South 75 degrees 55 minutes 47 seconds West along the north right of way line of Elmwood Avenue, a distance of 27.15 feet to a tangent curve; thence Westerly along the north right of way line of Elmwood Avenue along a curve concave to the North having a radius of 2351.98 feet, an arc length of 595.60 feet, a chord bearing South 83 degrees 11 minutes 04 seconds West, and chord length of 594.01 feet; thence North 89 degrees 33 minutes 39 seconds West along the north right of way line of Elmwood Avenue, a distance of 111.31 feet to the easterly right of way line of the CP Railroad; thence North 10 degrees 11 minutes 56 seconds West along the easterly right of way line for the CP Railroad, a distance of 871.63 feet to the Place of Beginning, containing 839,026 square feet (19.261 acres), more or less.

That I have made such survey, land-division and plat by the direction of NG Prairie Corners Land, LLC, owner of said land.

That such plat is a correct representation of the exterior boundaries of the land surveyed and the division thereof.

That I have fully complied with provisions of chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Town of Beloit, in surveying, dividing and mapping the same.

Dated this 4TH day of February, 2026

Nicholas A. Grindey, Wisconsin Professional Land Surveyor No. S-2998
Current Expiration Date: January 31, 2028

WISCONSIN NICHOLAS A. GRINDEY S-2998 LENA, IL LAND SURVEYOR
2/4/26

NOTES:

1. CURVE TABLE ON SHEET 2.

TOTAL AREA
55 LOTS, 1 OUTLOT, & 5 ROADWAYS
839,026 SQUARE FEET±
19.261 ACRES±

CENTERLINE STREET LENGTHS CREATED

AQUA DRIVE	499.09'
E ELAINE DRIVE	470.58'
SOUTHLAND DRIVE	386.33'
WESTWOOD DRIVE	825.70'
KADLEC DRIVE	614.25'

PREPARED FOR:

NG KADLEC LAND, LLC
430 E GRAND AVE SUITE 103,
BELOIT, WI 53511
(608) 312–2296

THIS PLAT WAS PREPARED BY:

NICHOLAS A. GRINDEY,
WISCONSIN PROFESSIONAL
LAND SURVEYOR NO. S–2998
101 WEST STEPHENSON STREET
FREEPORT, ILLINOIS 61107
(815) 235–7643

LEGEND:

♦	DISK, FOUND
•	1/2" OD REBAR, FOUND
●	3/4" OD REBAR, FOUND
■	1–1/4" OD IRON ROD, FOUND
✱	1" OD PIPE, FOUND
✱	2" OD PIPE, FOUND
⊙	3/4" OD X 18" IRON BAR 1.50 LBS./LIN. FT., SET
☆	1 1/4" OD X 18" IRON BAR 3.65 LBS./LIN. FT., SET
———	BOUNDARY LINE
———	PARCEL LINE
— — —	SECTION LINE
— · — · —	CENTERLINE
(XXX)	RECORD INFORMATION
— — — —	BUILDING SETBACK LINE
BSL	BUILDING SETBACK LIMIT
- - - - -	EASEMENT LINE
UE	UTILITY EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
SSE	CITY SANITARY SEWER EASEMENT
CSSE	CITY STORM SEWER EASEMENT
M	MULTI–FAMILY LOT
(TYP)	TYPICAL



LOCATION MAP
NOT TO SCALE

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified January 29, 2026

Department of Administration

REVISED: 01/27/2026 – PER DEPARTMENT OF ADMNISTRATION COMMENTS

FEHR GRAHAM ENGINEERING & ENVIRONMENTAL ILLINOIS DESIGN FIRM NO. 184–003525
ILLINOIS IOWA WISCONSIN
101 W STEPHENSON ST, FREEPORT, IL 61032 P:815.235.7643

NG KADLEC LAND, LLC
DATE: 11/11/2025
FIELD WORK COMPLETED: 11/07/2024
FIELD: DLL DRAWN: NAG QA/QC:

JOB NUMBER: 24–1074

SHEET NUMBER: 1 of 2

M:\Drawings\C30\24\24-1074\24-1074_Final-Plat.dwg, 1
PLOT DATE: 1/29/26

© 2026 FEHR GRAHAM

ORDINANCE NO. 3929

AN ORDINANCE ESTABLISHING STOP SIGNS ON KADLEC DRIVE AT ELMWOOD AVENUE AND ON EAST ELAINE DRIVE AT KADLEC DRIVE

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:

"Kadlec Drive at Elmwood Avenue"

"East Elaine Drive at Kadlec Drive"

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

Adopted this ____ day of November, 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 Signs in Elmwood Commons Plat 2 (26-1269) 20261109

November 16, 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: November 16, 2026

_____
Kevin Day, President

Appointments

Joint Fire Commission

Adam Edmunds, appointment to the alternate position to a term ending April 30, 2031

Park, Recreation & Conservation Advisory Commission

Kauri Mejia, appointment to the Youth position to a term ending September 30, 2027

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)
Landmarks Commission (Vacancy for West Side resident, Vacancy for resident)
Municipal Golf Committee (Vacancy for youth)
Traffic Review Committee (2 Vacancies for residents)

CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic:	**RESOLUTION TO EXTEND THE DEADLINE FOR EXECUTION OF A DEVELOPMENT AGREEMENT FOR THE CREEK WOODS SUBDIVISION (NEXT GENERATION CONSTRUCTION)**		
Date:	**November 16, 2026**		
Presenter:	**Drew Pennington**	**Department:**	**Economic Development**

Overview/Background Information

On June 2, 2025, the City Council approved Resolution 2025-069 awarding $1,000,000 in New Market Rate Housing Grant funds to Next Generation Construction (NG Creek Woods Land, LLC) for the Creek Woods residential subdivision. The award was subject to several conditions, including the requirement to negotiate and execute a Development Agreement with the City.

The original deadline to execute the Development Agreement was January 1, 2026. The City Council has extended that deadline three times: Resolution 2025-170 (December 15, 2025): extended to June 1, 2026; Resolution 2026-059 (April 20, 2026): extended to October 1, 2026; and Resolution 2026-136 (September 21, 2026): extended to November 17, 2026.

City Staff and Next Generation are requesting a further extension to February 1, 2027 to finalize the Development Agreement.

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

1. The current deadline is November 17, 2026. Council action at this meeting is needed to extend the deadline before it lapses.
2. The City and Next Generation continue to negotiate the terms of the Development Agreement.
3. The grant is funded through the TIF Housing Program under Wis. Stat. § 66.1105(6)(g).
4. All other conditions of Resolutions 2025-069, 2025-170, 2026-059, and 2026-136 remain in full force and effect.

Prior City Council Review

June 2, 2025 – Resolution 2025-069: Awarded $1,000,000 in New Market Rate Housing Grant funds to Next Generation Construction (NG Creek Woods Land, LLC), conditioned on an executed Development Agreement by January 1, 2026.

December 15, 2025 – Resolution 2025-170: Extended the deadline to June 1, 2026.

April 20, 2026 – Resolution 2026-059: Extended the deadline to October 1, 2026.

September 21, 2026 – Resolution 2026-136: Extended the deadline to November 17, 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**

The project will develop vacant land adjacent to existing neighborhoods.

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
Adopt the attached Resolution to require execution of the Development Agreement by February 1, 2027. All other terms and conditions of Resolutions 2025-069, 2025-170, 2026-059, and 2026-136 shall remain in full force and effect.
Fiscal/Budget Note
No additional fiscal impact. The $1,000,000 allocation was previously approved through the TIF Housing Program and does not represent a tax increase.
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 2026-166

Revised 08-19-2026

RESOLUTION 2026-166

RESOLUTION TO EXTEND THE DEADLINE FOR EXECUTION OF A DEVELOPMENT AGREEMENT FOR THE CREEK WOODS SUBDIVISION (NEXT GENERATION CONSTRUCTION)

WHEREAS, the City Council previously extended the life of certain Tax Incremental Districts pursuant to Wis. Stat. § 66.1105(6)(g) to benefit affordable housing and improve the City's housing stock; and

WHEREAS, the City Council approved a Tax Incremental Financing (TIF) Housing Project Plan, which allocated $1,000,000 to be awarded as grants to residential developers to encourage the production of new market rate housing in the City; and

WHEREAS, pursuant to Resolution 2025-069, the City Council awarded $1,000,000 in New Market Rate Housing Grant funds to Next Generation Construction, doing business as NG Creek Woods Land, LLC (the "Developer"), for the Creek Woods subdivision, subject to conditions including execution of a Development Agreement with the City; and

WHEREAS, the City Council extended the deadline to execute the Development Agreement to June 1, 2026 by Resolution 2025-170, to October 1, 2026 by Resolution 2026-059, and to November 17, 2026 by Resolution 2026-136; and

WHEREAS, the Developer and the City staff join in a request for additional time to finalize the Development Agreement; and

WHEREAS, the City Council finds that extending the deadline will facilitate completion of the project in a manner consistent with the public purposes of the TIF Housing Program.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beloit does hereby grant an extension for the Developer to execute a Development Agreement with the City for the Creek Woods subdivision until February 1, 2027. Except as expressly modified herein, all other terms, conditions, and requirements of Resolutions 2025-069, 2025-170, 2026-059, and 2026-136 remain in full force and effect. The City Manager is authorized to take such actions as are reasonably necessary to implement this Resolution and to continue negotiations of the Development Agreement consistent with the terms of the TIF Housing Program.

Adopted this 16th of November, 2026.

CITY COUNCIL OF THE CITY OF BELOIT

_____

Kevin Day, President

Attest:

_____

Rebecca Wallendal, City Clerk-Treasurer