



AGENDA
BELOIT CITY COUNCIL REGULAR MEETING
City Hall Forum - 100 State Street, Beloit, WI 53511
6:00 PM
Tuesday, July 7, 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 Tuesday, July 7, 2026.

1. CALL TO ORDER AND CONFIRMATION OF QUORUM
2. PLEDGE OF ALLEGIANCE
3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
 - 3.a. Swearing in Ceremony for City Manager Daniel Ortiz Hernandez
 - 3.b. Recognition of Beloit Historical Society's America 250 essay contest participants (Adama)
4. PUBLIC HEARINGS
 - 4.a. Consideration of Resolution 2026-089 authorizing a Planned Unit Development (PUD) Master Land Use Plan for the properties located at 2209 and 2217 Hickory Drive (Christensen) Plan Commission recommendation for approval 7-0
[Attachment](#)
 - 4.b. Consideration of Ordinance No. 3916 amending the Zoning District Map of the City of Beloit for the properties located at 2209 and 2217 Hickory Drive (Christensen) Plan Commission recommendation for approval 7-0 First Reading
[Attachment](#)
 - 4.c. Consideration of Ordinance No. 3915 amending the Zoning District Map of the City of Beloit for the property located at 2501 Kadlec Drive (Christensen) Plan Commission recommendation for approval 7-0 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 regular meeting minutes of June 15, 2026 (Wallendal)
[Attachment](#)

- 6.b. Consider Resolution 2026-093 approving applicants for an Alcohol Beverage Operator's (Bartender's) License for years 2025-2027 (Wallendal)
[Attachment](#)
- 6.c. Consideration of Resolution 2026-090 approving the Extraterritorial Final Plat of Riverstone Subdivision Plat 4 in the Town of Beloit (Christensen) Plan Commission recommendation for approval 5-0
[Attachment](#)
- 6.d. Consideration of Resolution 2026-088 approving Free Bus Fare for riders attending the July 20, 2026 Housing Resources Fair (Bown)
[Attachment](#)
- 6.e. Consideration of Resolution 2026-094 approving the HOME-ARP Agreement for the Riverside Apartments Project (Christensen) Attachments to be uploaded when available
[Attachment](#)
- 6.f. Consideration of Resolution 2026-095 approving a Development Agreement between the City of Beloit and Beloit Riverside Apartments LLC (Krueger) Attachments to be uploaded when available
[Attachment](#)
- 6.g. Referral to ABLCC: An Application for a new Class "B" Fermented Malt Beverage (Beer) and Class "C" Wine License for Board of Trustees of Beloit College, d/b/a Beloit College - Strong Stadium located at 1417 Chapin St., Beloit, WI, Rongal Watson, Agent (Wallendal)
[Attachment](#)
- 6.h. Referral to ABLCC: An Application for a new Class "B" Fermented Malt Beverage (Beer) and Class "C" Wine License for Tarina Lister, d/b/a Intimate Affairs by Tarina located at 206 W Grand Ave, Beloit WI, Daiyon Davis, Agent (Wallendal)
[Attachment](#)
- 6.i. Referral to ABLCC: An Application for a new Class "B" Fermented Malt Beverage (Beer) and "Class B" Intoxicating Liquor License for Venenos Mexican Bar & Grill LLC, d/b/a Venenos Mexican Bar & Grill, located at 2745 Prairie Ave, Beloit WI, Mayra Esquivel, Agent (Wallendal)
[Attachment](#)
- 6.j. Referral to ABLCC: An Application for a new Class "B" Fermented Malt Beverage (Beer) and Class "C" Wine License for The Loft Wine Bar LLC located at 419 E Grand Ave., Beloit, WI, Christine Drake, Agent (Wallendal)
[Attachment](#)
- 6.k. Referral to Plan Commission: Ordinance No. 3918 amending the Zoning District Map of the City of Beloit for a portion of the property located at 625 Third Street (Christensen)
[Attachment](#)

7. LICENSES

8. ORDINANCES

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.

10. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

11. CITY MANAGER PRESENTATION

12. REPORTS FROM BOARDS AND CITY OFFICERS

12.a. Consideration of Resolution 2026-091 adopting the 2027 Community Development Block Grant (CDBG) Local Funding Priorities (Bown) Community Development Authority recommendation for approval 6-0

[Attachment](#)

12.b. The City Council may adjourn into closed session pursuant to §19.85(1)(e), Wis. Stats. for the purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; namely, to discuss an Intergovernmental Agreement between the Town of Beloit and the City of Beloit regarding an Intergovernmental Agreement for the full consolidation of Fire and EMS Services. The Council may reconvene into Open Session for possible action regarding the matter discussed in closed session. (Krueger)

12.c. At the request of Vice President Yusuf Adama, Councilor Jim White, and Councilor Sherry Blakeley the following item is being added to the agenda: Discussion Regarding Data Center Development and Potential Future Council Actions

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 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 БЕЛОИТ

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic:	Planned Unit Development (PUD) - Master Land Use Plan for 2209 and 2217 Hickory Drive.		
Date:	July 7, 2026		
Presenter:	Julie Christensen	Department:	Community Development

Overview/Background Information

Above The Peak Construction, LLC, on behalf of Sarah E. Nelson, has submitted an application for review and consideration of a Planned Unit Development (PUD) - Master Land Use Plan for the properties located at 2209 and 2217 Hickory Drive for the development of three duplexes and three detached garages. The applicant has also submitted a Zoning Map Amendment from R-3, Low-Density Multifamily Residential District, to PUD, Planned Unit Development District for the subject properties.

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

1. The subject properties are currently vacant. The applicant has proposed the development of three duplexes and three detached garages.
2. The applicant is seeking approval of a PUD to allow for multiple buildings on one lot and reduced setbacks, which are otherwise not allowed in the R-3, Low-Density Multifamily Residential District.
3. Additional details about the proposed development and the Planning Staff’s analysis are contained in the Report to the Plan Commission that follows the resolution in the agenda packet.
4. The Plan Commission reviewed this application on June 3, 2026 and voted (7-0) to recommend approval of this PUD - Master Land Use Plan, subject to 14 conditions recommended by Planning Staff as listed in Attachment A to Resolution 2026-089 - PUD Standards to Be Established.

Conformance with Strategic Plan

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Goal #1 - Safe and Healthy Neighborhoods | <input type="checkbox"/> Goal #4 - High Quality of Life |
| <input type="checkbox"/> Goal #2 - High Performing Organization | <input type="checkbox"/> Goal #5 - High Quality Infrastructure and Connectivity |
| <input checked="" type="checkbox"/> Goal #3 - Economic and Residential Growth | <input type="checkbox"/> 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

If approved, the resulting development would foster Economic Sustainability by allowing new housing development in the City of Beloit.

Policy Compliance

- | | |
|-------------------------------|---|
| Purchasing Policy Compliance: | <input type="checkbox"/> Complies with the City’s Purchasing Policy |
| | <input checked="" type="checkbox"/> No City procurement of goods or services is contemplated by this action |
| Grant Policy Compliance: | <input type="checkbox"/> Complies with the City’s Grant Policy |
| | <input checked="" type="checkbox"/> No City grant is contemplated by this action |
| Other City Policy Compliance: | <input checked="" type="checkbox"/> Complies with the applicable City Policy |
| | <input type="checkbox"/> No City Policy is applicable to this action |

Action Required/Recommendation

- City Council consideration and action on the proposed resolution.

Fiscal/Budget Note

If the PUD is approved, this development will increase the City’s tax base.

Legal Review
Legal Review: <input type="checkbox"/> This action has had legal review <input checked="" type="checkbox"/> No legal review is needed for this action
Write N/A if not applicable: N/A
Attachments
Resolution 2026-089 and Staff Report to the Plan Commission

Revised 04-26-2026

RESOLUTION 2026-089

RESOLUTION AUTHORIZING A PLANNED UNIT DEVELOPMENT (PUD) MASTER LAND USE PLAN FOR THE PROPERTIES LOCATED AT 2209 AND 2217 HICKORY DRIVE

WHEREAS, the application of Above the Peak Construction, LLC, on behalf of Sarah E. Nelson, for approval of a Planned Unit Development (PUD) - Master Land Use Plan for the properties located at 2209 and 2217 Hickory Drive having been considered by the City Council of the City of Beloit, Wisconsin at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the Planned Unit Development (PUD) – Master Land Use Plan for **2209 and 2217 Hickory Drive** for the following described premises:

LOTS 8 AND 9, EARLE MORRIS ADDITION, CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN, EXCEPTING THE NORTHWEST 87 FEET THEREOF. (A/K/A/ 2209 AND 2217 HICKORY DRIVE).

As a condition of approving the PUD – Master Land Use Plan, the City Council does hereby stipulate the conditions and restrictions upon the development that are identified in **Attachment A - PUD Standards to Be Established** which is attached hereto and incorporated herein, which are hereby deemed necessary for the public interest.

Approved this 7th day of July, 2026.

CITY COUNCIL OF THE CITY OF БЕЛОIT

Kevin Day, President

ATTEST:

Rebecca Wallendal, City Clerk-Treasurer

Attachment A - PUD Standards to Be Established

The PUD Master Land Use Plan for the properties located at 2209 and 2217 Hickory Drive shall comply with the PUD district standards of Section 5-300 established as follows:

- a. Allowed Uses: Allowed use for the PUD is a residential development to include:
 - Three duplexes
 - Three detached garages
- b. Density/Intensity and Lot Size: The overall PUD Master Land Use Plan includes the following maximum density/intensity and lot size standards and other site attributes:
 - Overall PUD area: 0.73 acres or 31,799 square feet
 - Total building footprint: 8,526 square feet
 - Maximum Density: 8.2

Minor dimensional or area changes within 5 percent of those indicated above as approved as part of the PUD Master Land Use Plan may be incorporated into Final PUD Plans.

- c. Setbacks: Buildings and other structures located on the periphery of the PUD shall be set back a minimum of 25 feet from the front, rear and west property lines and eight feet from the east property line.
- d. Height: The maximum building height is 26 feet for the duplexes and 17 feet for the garages. Minor dimensional changes within 5 percent of that approved as part of the PUD Master Land Use Plan may be incorporated into Final PUD Plans.
- e. Building Coverage: The maximum overall building coverage/footprint is 8,526 square feet. Overall building coverage, expressed as a percentage, is approximately 26.8 percent. Minor area changes within 5 percent of those indicated above are approved as part of the PUD Master Land Use Plan and may be incorporated into Final PUD Plans.
- f. Approval Procedures: The PUD is being reviewed under the procedures outlined in Section 2-400 of the Zoning Ordinance, beginning with review and approval of the Master Land Use Plan, followed by a rezoning to PUD district, and lastly with review and approval of Final PUD (Site) Plans. The Master Land Use Plan and Zoning Map Amendment are being processed concurrently, however no rezoning to the PUD district may occur until approval of a PUD Master Land Use Plan. Prior to issuance of a Building Permit, the applicant shall obtain PUD Final Plan/site plan and architectural approval, which shall include a detailed review of all site, grading, stormwater management, building, utility, landscape, signage and lighting plans, including Engineering-related comments noted in the Plan Commission report.

- g. Roadway Access: The site will utilize the existing driveway connection to Hickory Drive to serve all three duplexes and provide access to the garages. The existing driveways on the subject property will remain with established easements to continue to serve the neighboring property at 2231 Hickory Drive. Final location and design of the driveway will be determined during PUD Final Plan review and approved by the City Engineer, and may require additional easements or adjustments to existing easements. No direct access to Milwaukee Road shall be permitted.
- h. Open Space: Section 5-306 of the PUD ordinance requires that at least 15 percent (0.11 acres) of the gross land area shall be open space. The applicant has roughly 0.31 acres or 42 percent of the total PUD area planned for open space which currently exceeds the minimum requirement.
- i. Preservation of Natural Features: Mature trees on site (those that measure six inches in diameter four feet above grade) that are healthy and of a desirable species must be preserved to the maximum extent possible.

In addition to the PUD standards established above, the following additional conditions are established as part of PUD Master Land Use Plan approval:

- a. Off-Street Parking: A minimum of 9 stalls shall be provided on the property. The proposed PUD Master Land Use Plan includes 12 garage parking stalls.
- b. Utilities and Site Boundary: Existing and proposed easements shall be incorporated into the PUD Final Plans. New utility easements that may be required by the City Engineer shall be created and recorded as determined through City review of the Final PUD Plans.
- c. Landscaping: Foundation plantings around the duplexes and landscaping between the duplex structures and Hickory Drive shall be incorporated to screen the lower rear portions of the proposed buildings from Hickory Drive. Landscaping shall also be provided along the north sides of the proposed garages to screen the garages from Milwaukee Road. A landscape plan shall be submitted for City approval as part of PUD Final Plans.
- d. Development Agreement: Prior to issuance of full building permits for this project, the applicant shall enter into a Development Agreement with the City of Beloit. The Development Agreement shall outline the applicants' responsibilities with respect to relocating, extending, and/or constructing public facilities and infrastructure as necessary to accommodate this project.
- e. PUD Amendments and Modifications: Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this PUD – Master Land Use Plan. The Community Development Director may approve minor changes administratively and allow accessory structures and uses, or other

improvements that comply with and meet all of the standards and requirements of the City of Beloit Municipal Code.



REPORT TO THE PLAN COMMISSION

Plan Commission Meeting Date: June 3, 2026

Agenda Item: 4.b. and 4.c.

File Number: PUD-2026-05 and ZMA-2026-05

General Information

Applicant: Above the Peak Construction, LLC

Owner: Sarah E. Nelson

Address/Location: 2209 and 2217 Hickory Drive

Applicant's Request/Proposal: Above the Peak Construction, LLC, on behalf of Sarah E. Nelson, has submitted an application for review and consideration of a Zoning Map Amendment for the properties located at 2209 and 2217 Hickory Drive from R-3, Low-Density Multifamily Residential District, to PUD, Planned Unit Development District. The applicant has also submitted a Planned Unit Development (PUD) - Master Land Use Plan for the subject properties. This proposed development is for the construction of three duplexes and three detached garages, as shown on the attached PUD Master Land Use Plan exhibit. The primary reason for the PUD application is to allow for more than one building on a lot and reduced setback requirements. Proper notice of the proposal was provided including mailed notices to property owners within 150 feet of the parcels. No comments were received as of publishing this report.

Planned Unit Development (PUD) Process: A PUD is a type of special purpose zoning district and a type of development plan. PUD zoning districts are inextricably linked to PUD plans. No rights of development apply to a PUD zoning designation other than those of the approved PUD plan. PUDs are processed in three stages: Master Land Use Plan, Rezoning to PUD District, and Final PUD (Site) Plans. Master Land Use Plans and Zoning Map Amendments may be processed concurrently, provided that no rezoning to the PUD district may occur until approval of a PUD Master Land Use Plan.

Staff Analysis

Project Summary: The applicant has proposed the development of three new duplexes and three detached garages at 2209 and 2217 Hickory Drive. The proposed two-story duplexes will range from 1,548 to 1,554 square feet while the three garages will each be 1,170 square feet. The proposed site will include a driveway connection to Hickory Drive. Approximately 13,520 square feet, or 42.6 percent, of the site is proposed to be green space.

The Comprehensive Plan adopted in August 2024 designated the subject parcel as *Established Neighborhood* in support of already developed, predominately residential areas, with future building types to include single-family dwellings, accessory dwelling units (ADUs), two-family

dwelling, single-family attached units such as twin homes or townhomes, residential two, three, and four-unit flats, small-scale multi-family up to 4 units per building, and context appropriate, mid-scale multi-family structures. The proposed land use is consistent with the Comprehensive Plan.

Surrounding Zoning and Land Use: The properties immediately to the northeast along Hickory Drive are zoned R-3, Low-Density Multifamily Residential District. The property to the south is zoned PLI, Public Lands and Institutions District, for Leeson Park. The properties to the west are zoned R-R, Rural Residential, in the Town of Turtle. The properties to the north are zoned R-1A, Single-Family Residential District, in the City of Beloit and R-1, Residential One District, in the Town of Turtle.

Review Agent Comments: The proposed PUD was sent to the City of Beloit staff and utility contacts who provided the following comments below. These comments will be addressed at the PUD Final Plan stage if the PUD Master Land Use Plan and Rezoning to PUD are approved by City Council.

Engineering:

- Access easements should be provided for driveway connections through the property extending to the property to the east and be shown on the plans. Easement locations may need to be adjusted as determined during PUD Final Plan review.
- The proposed watermain to serve the development will need to be a public main. The proposed watermain will need to be designed following City of Beloit and State of Wisconsin specifications for public water infrastructure. A development agreement, public watermain easement, and plan and profile public infrastructure construction plans will be needed for the public watermain.
- A sanitary sewer easement will be needed along the property line adjacent to Hickory Drive. As the sewer is near the property line, a 10-foot-wide municipal sanitary sewer easement will be required along the southern property line.

PUD Master Land Use Plan Review Criteria: Applications for a PUD Master Land Use Plan may be approved if the following criteria are met:

1. **The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable zoning ordinance standards, based on the purpose and intent of this chapter.**

The site is currently vacant. The R-3 zoning is intended to accommodate low-density residential development with a maximum of 25 dwelling units per acre, which aligns with the proposed use, but multiple buildings on one lot would not be permitted. The proposal, as shown in the PUD Master Land Use Plan, includes three duplexes and three detached garages on one lot with reduced setbacks, which would not be permitted within the existing zoning. The proposed density is 8.2 units per acre, less than what is allowed in R-3 zoning.

2. **The PUD Master Land Use Plan complies with the PUD district standards of Section 5-300.**
The proposed PUD will comply with the standards of Section 5-300, which are established as detailed in **Attachment A – PUD Standards to Be Established**.

3. **The City and other service providers will be able to provide necessary public services, facilities, and programs to serve the development proposed, at the time the property is developed;**
Utilities, including sewer and water service, are available to serve the proposed development, with sewer along Hickory Drive and water along Milwaukee Road which can be extended to the site. The site is situated on Hickory Drive with ideal proximity to Milwaukee Road.

4. **The development is consistent with and implements the planning goals and objectives contained in the Comprehensive Plan and other adopted policy documents; and**
The proposed development is consistent with the general goals and objectives within the Comprehensive Plan. The development aligns well with the *Established Neighborhood* land use category as it provides housing with an approximate density of 8.2 units per acre. The two-unit residential development will provide needed housing options and increase the tax base within the City of Beloit.

5. **The PUD Master Land Use Plan is consistent with sound planning practice and the development will promote the general welfare of the community.**
The proposed PUD will contribute to the continued growth along the City’s Milwaukee Road corridor on a long vacant residential site originally platted more than 70 years ago. With the recommended conditions, the proposed development will be desirable for the City’s residential growth and incorporate sound planning practices.

Zoning Map Amendment Findings of Fact: Based on 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 subject property is an undeveloped vacant 0.73-acre residentially-zoned parcel adjacent to other residentially zoned parcels with frontage along Hickory Drive. Directly to the south of the subject properties is Leeson Park. Approximately 45 feet to the north of the subject parcel is Milwaukee Road, an arterial road providing access to commercial and residential uses within the area. This site is an appropriate location for the intended residential use.

2. **The zoning classification of property within the general area of the subject property.**
The proposed PUD parcel is currently zoned R-3, Low-Density Multifamily Residential District and is adjacent to primarily residential land uses. Properties within the general area are classified as R-3, Low-Density Multifamily Residential District; R-1A, Single-Family Residential District; and PLI, Public Lands and Institutions District in the City of Beloit, and R-R, Rural Residential, and R-1, Residential One District, in the Town of Turtle. The proposed

development is consistent with adjacent land uses, and the site is large enough to accommodate the proposed duplexes and detached garages.

3. The suitability of the subject property for the uses permitted under the existing zoning classification.

The property is suitable for the proposed use. Under the current R-3 zoning, the development would be limited to only one duplex on one lot, and the setbacks would limit the design of the site. However, 18 units would be allowed under the current R-3 zoning designation.

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

This area of the city is largely developed with existing residential uses, with the exception of the west parcel in the Town of Turtle that also remains vacant. The proposed development is consistent with the trend of development in the general area.

STAFF RECOMMENDATION – PUD MASTER LAND USE PLAN:

The Planning and Building Services Division recommends **approval** of the PUD – Master Land Use Plan for the properties located at 2209 and 2217 Hickory Drive, subject to the following condition:

1. The proposed PUD will comply with the standards of Section 5-300, which are established as detailed in **Attachment A – PUD Standards to Be Established**.

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 R-3, Low-Density Multifamily Residential District, to PUD, Planned Unit Development District, for the properties located at 2209 and 2217 Hickory Drive.

ATTACHMENTS: Attachment A – PUD Standards to Be Established, Location Map, City of Beloit Zoning Map, Town of Turtle Zoning Map, PUD Master Land Use Plan Exhibit, Elevation, Zoning Map Amendment Application, PUD Master Land Use Plan Application, Public Notice, and Mailing List.

Attachment A - PUD Standards to Be Established

The PUD Master Land Use Plan for the properties located at 2209 and 2217 Hickory Drive shall comply with the PUD district standards of Section 5-300 established as follows:

- a. Allowed Uses: Allowed use for the PUD is a residential development to include:
 - Three duplexes
 - Three detached garages
- b. Density/Intensity and Lot Size: The overall PUD Master Land Use Plan includes the following maximum density/intensity and lot size standards and other site attributes:
 - Overall PUD area: 0.73 acres or 31,799 square feet
 - Total building footprint: 8,526 square feet
 - Maximum Density: 8.2

Minor dimensional or area changes within 5 percent of those indicated above as approved as part of the PUD Master Land Use Plan may be incorporated into Final PUD Plans.

- c. Setbacks: Buildings and other structures located on the periphery of the PUD shall be set back a minimum of 25 feet from the front, rear and west property lines and eight feet from the east property line.
- d. Height: The maximum building height is 26 feet for the duplexes and 17 feet for the garages. Minor dimensional changes within 5 percent of that approved as part of the PUD Master Land Use Plan may be incorporated into Final PUD Plans.
- e. Building Coverage: The maximum overall building coverage/footprint is 8,526 square feet. Overall building coverage, expressed as a percentage, is approximately 26.8 percent. Minor area changes within 5 percent of those indicated above are approved as part of the PUD Master Land Use Plan and may be incorporated into Final PUD Plans.
- f. Approval Procedures: The PUD is being reviewed under the procedures outlined in Section 2-400 of the Zoning Ordinance, beginning with review and approval of the Master Land Use Plan, followed by a rezoning to PUD district, and lastly with review and approval of Final PUD (Site) Plans. The Master Land Use Plan and Zoning Map Amendment are being processed concurrently, however no rezoning to the PUD district may occur until approval of a PUD Master Land Use Plan. Prior to issuance of a Building Permit, the applicant shall obtain PUD Final Plan/site plan and architectural approval, which shall include a detailed review of all site, grading, stormwater management, building, utility, landscape, signage and lighting plans, including Engineering-related comments noted in the Plan Commission report.

- g. Roadway Access: The site will utilize the existing driveway connection to Hickory Drive to serve all three duplexes and provide access to the garages. The existing driveways on the subject property will remain with established easements to continue to serve the neighboring property at 2231 Hickory Drive. Final location and design of the driveway will be determined during PUD Final Plan review and approved by the City Engineer, and may require additional easements or adjustments to existing easements. No direct access to Milwaukee Road shall be permitted.
- h. Open Space: Section 5-306 of the PUD ordinance requires that at least 15 percent (0.11 acres) of the gross land area shall be open space. The applicant has roughly 0.31 acres or 42 percent of the total PUD area planned for open space which currently exceeds the minimum requirement.
- i. Preservation of Natural Features: Mature trees on site (those that measure six inches in diameter four feet above grade) that are healthy and of a desirable species must be preserved to the maximum extent possible.

In addition to the PUD standards established above, the following additional conditions are established as part of PUD Master Land Use Plan approval:

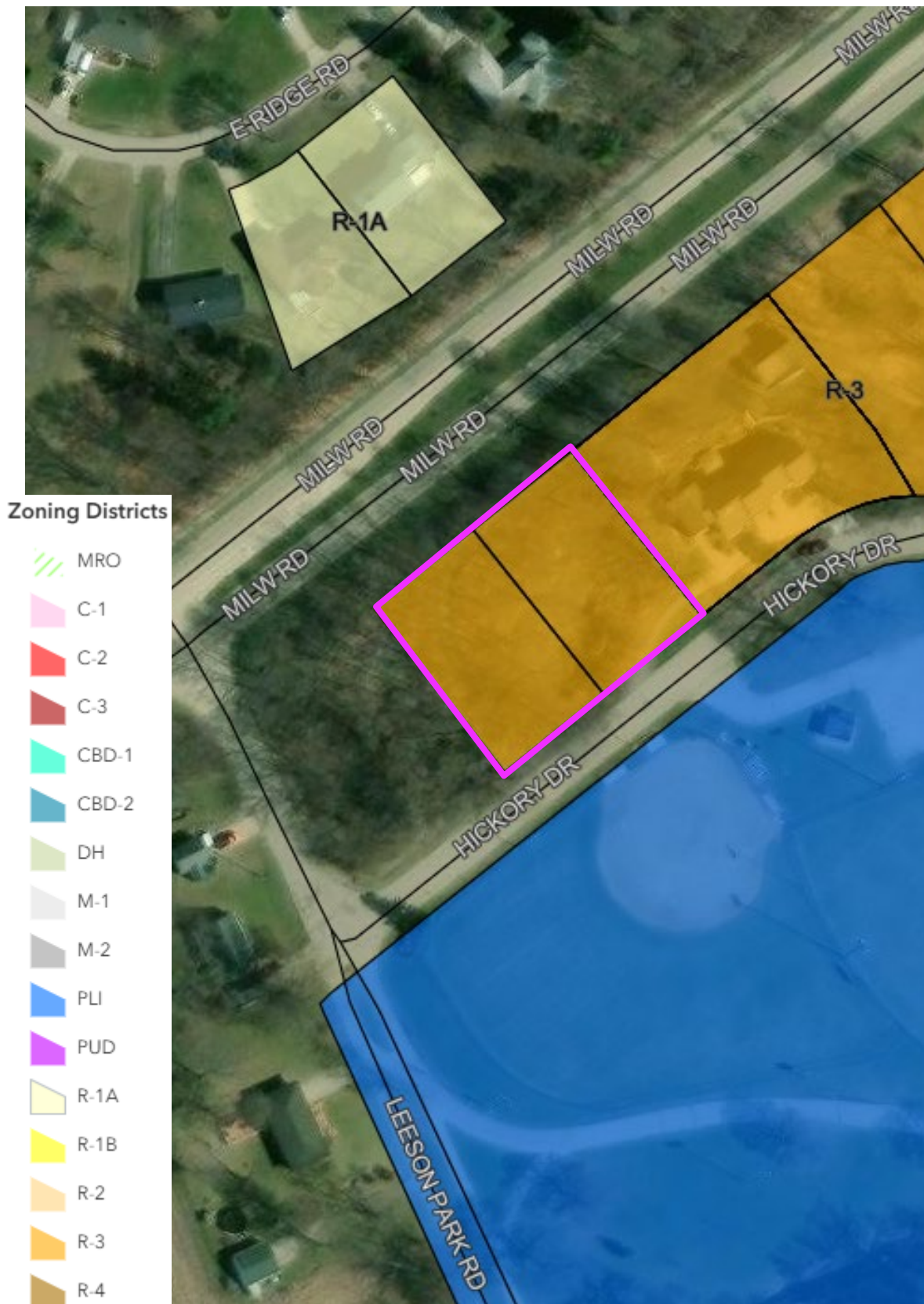
- a. Off-Street Parking: A minimum of 9 stalls shall be provided on the property. The proposed PUD Master Land Use Plan includes 12 garage parking stalls.
- b. Utilities and Site Boundary: Existing and proposed easements shall be incorporated into the PUD Final Plans. New utility easements that may be required by the City Engineer shall be created and recorded as determined through City review of the Final PUD Plans.
- c. Landscaping: Foundation plantings around the duplexes and landscaping between the duplex structures and Hickory Drive shall be incorporated to screen the lower rear portions of the proposed buildings from Hickory Drive. Landscaping shall also be provided along the north sides of the proposed garages to screen the garages from Milwaukee Road. A landscape plan shall be submitted for City approval as part of PUD Final Plans.
- d. Development Agreement: Prior to issuance of full building permits for this project, the applicant shall enter into a Development Agreement with the City of Beloit. The Development Agreement shall outline the applicants' responsibilities with respect to relocating, extending, and/or constructing public facilities and infrastructure as necessary to accommodate this project.
- e. PUD Amendments and Modifications: Any major changes in the adopted conditions or use of the property shall be approved by the Plan Commission and City Council by amending this PUD – Master Land Use Plan. The Community Development Director may approve minor changes administratively and allow accessory structures and uses, or other improvements

that comply with and meet all of the standards and requirements of the City of Beloit Municipal Code.

Location Map



City of Beloit Zoning Map



Town of Turtle Zoning Map

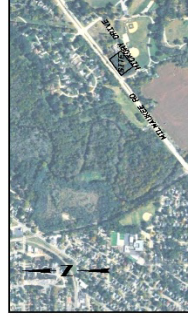


LEGEND:

- EASEMENT LINE
- BOUNDARY SETBACK LINE
- SURVEY POINT
- SURVEY POINT
- STORM SEWER
- STORM SEWER
- WATER MAIN
- WATER SERVICE
- PROPERTY LINE
- FENCE LINE
- CONSTRUCTION LIMITS
- PROPOSED SELF FENCE
- DRIVEWAY LINE
- CENTER LINE
- MILLION LINE
- AERIAL UTILITY WIRE (D)
- TELEPHONE LINE
- GAS LINE
- ELECTRIC LINE
- PROPOSED SURFACE DRAINAGE DIRECTION
- VISION FASABY
- DRAINAGE EASEMENT
- UTILITY EASEMENT
- W/THIN W/1
- AC AIR CONDITIONER
- ELECTRIC BOX
- ELECTRIC MESH
- SW SWL METER
- T TELEPHONE BOX
- SW SWL FASABY
- SW SWL
- UTILITY POLE

INDEX OF SHEETS

1. DIMENSION PLAN
2. DIMENSION PLAN / GENERAL NOTES & DETAILS
3. DIRECTIONAL DRILLING & UTILITY PLAN
4. SITE UTILITY, GRADING, DRAINAGE PLAN
5. EROSION CONTROL PLAN
6. ECP NOTES AND DETAILS
7. LANDSCAPE PLAN



LOCATION SKETCH
CONSTRUCTION PLANS
FOR

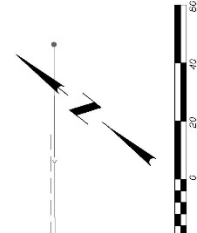
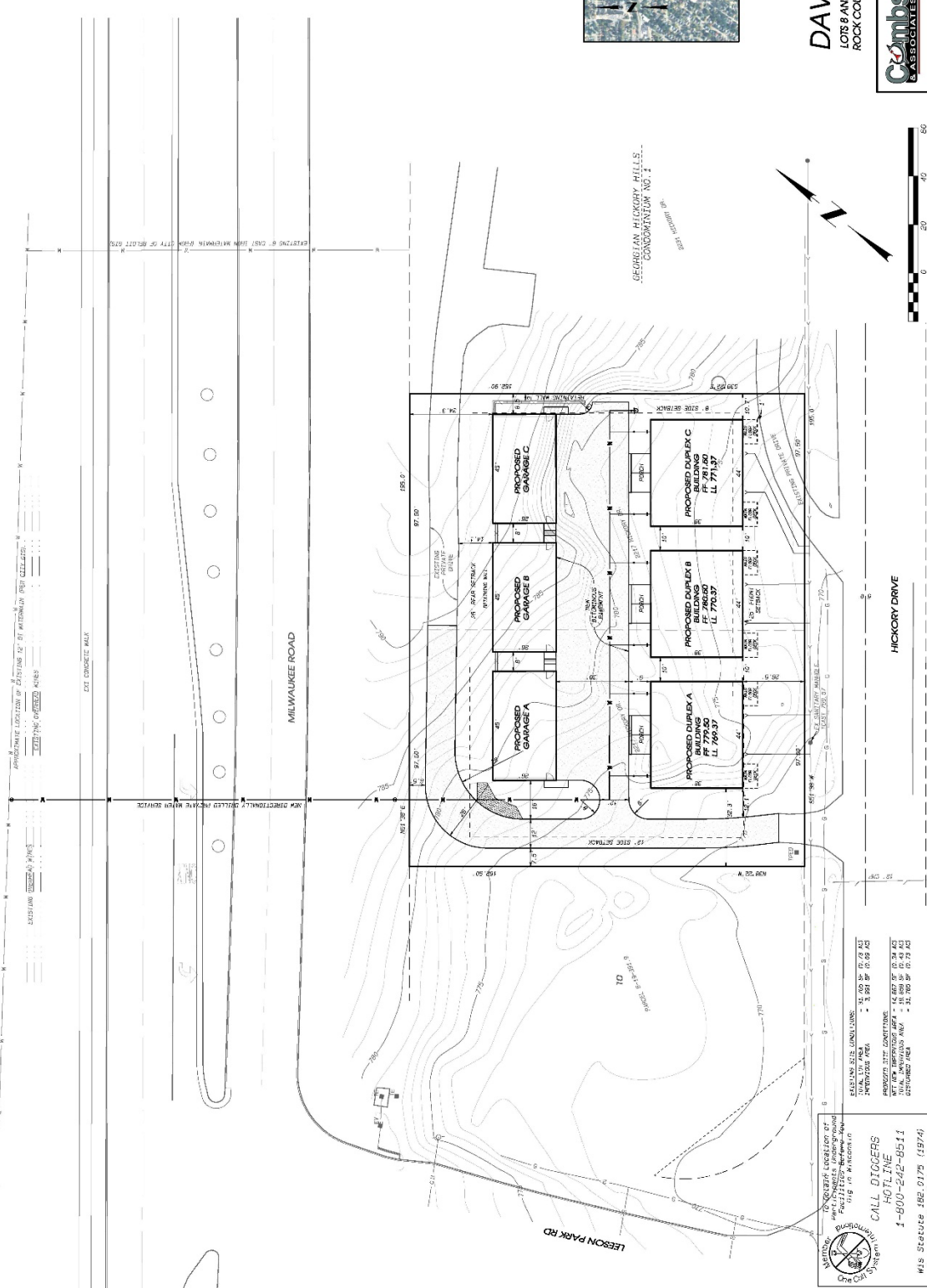
DAVID NELSON P.U.D.
LOTS 8 AND 9, EARLE MORRIS ADDITION, CITY OF BELOIT,
ROCK COUNTY, WISCONSIN, EXCEPTING THE NORTHWEST
CORNER OF SECTION 37 FEET THEREOF.

Combs & Associates
INCORPORATED
1221 2ND ST. S.W.
BELOIT, WI 53510
TEL: 608.735.6210
FAX: 608.735.6211
WWW.COMBSANDASSOCIATES.COM

DATE: 04/10/26
PROJECT: BFG
DRAWN BY: AFG
CHECKED BY: JES-185

DIMENSION PLAN

SHEET 1 OF 7



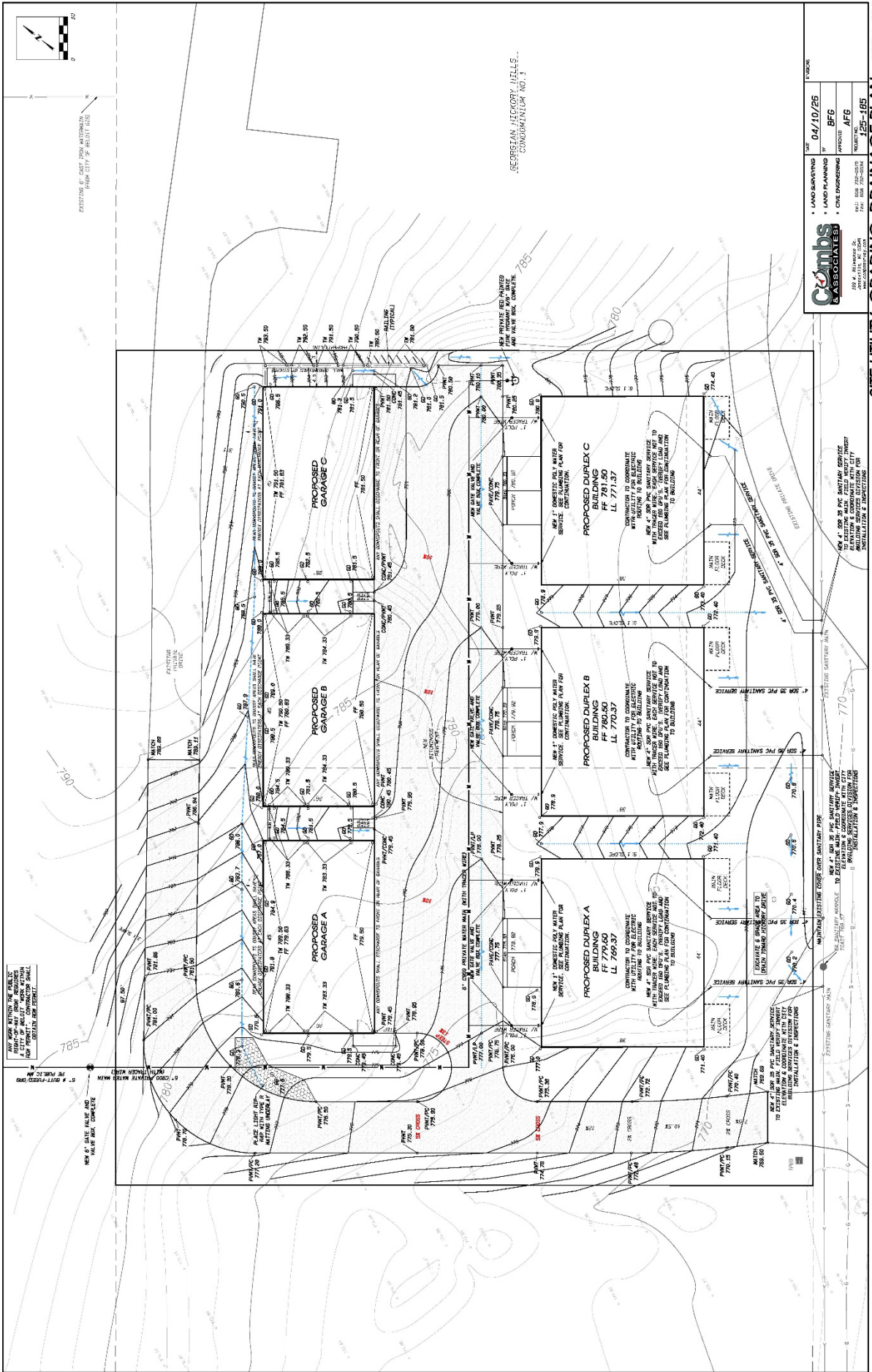
CALL DIGGERS HOTLINE
1-800-242-8511

Wis. Statute, §88.0175 (1974)
NOTICE: BEFORE YOU EXCAVATE

UNSATURATED VOLUME
TOTAL VOLUME
PERCENTAGE AREA

PROPOSED SITE COVERAGE
TOTAL VOLUME
PERCENTAGE AREA

UNSATURATED VOLUME
TOTAL VOLUME
PERCENTAGE AREA

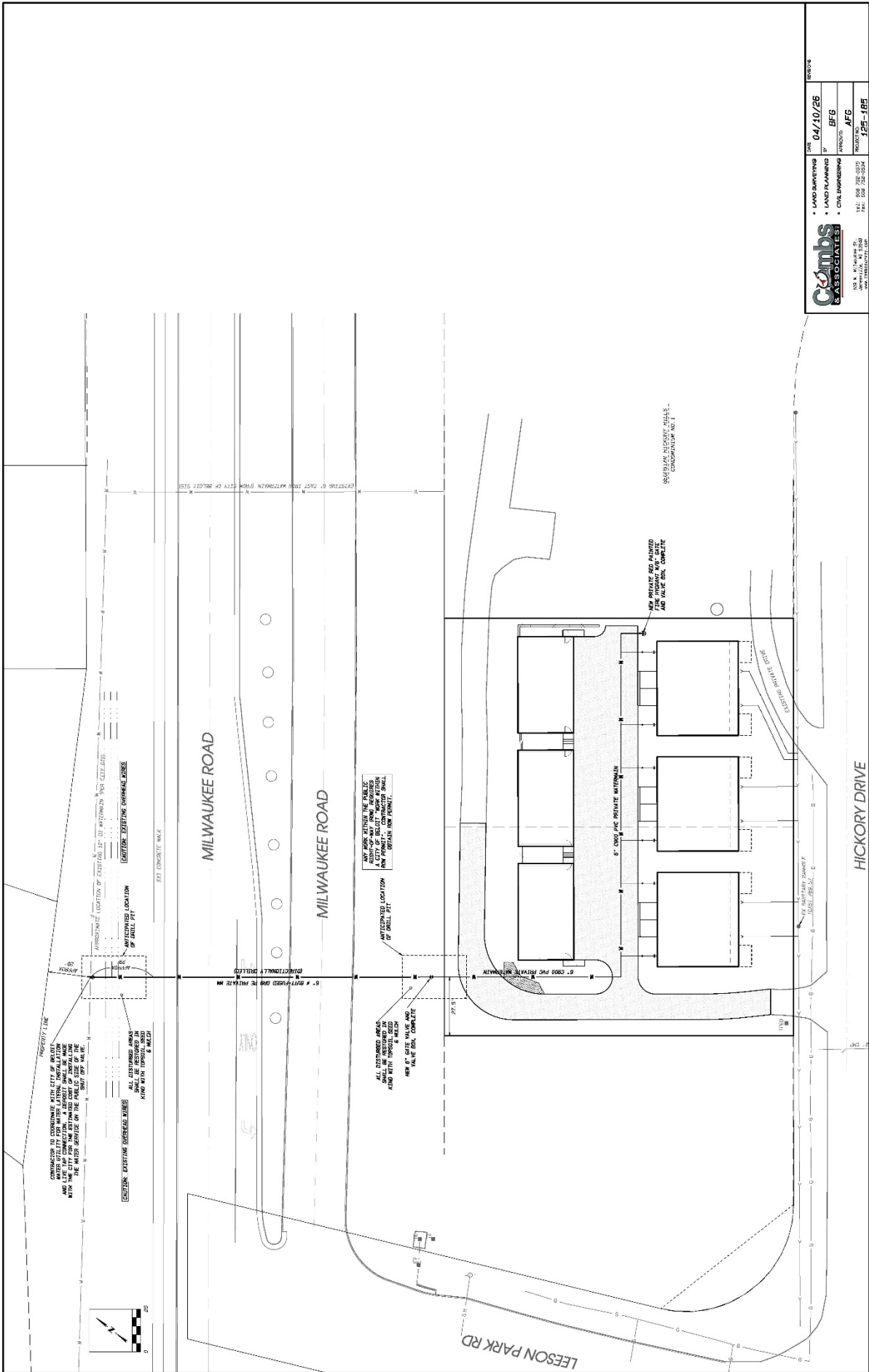


DATE: 04/10/25
 BY: BFC
 APPROVED: BFC
 PROJECT: 125-185
 SCALE: AS SHOWN
 SHEET 4 OF 7

Combs & Associates
 200 N. Lawrence St.
 Charlotte, NC 28202
 TEL: 704.375.2824
 FAX: 704.375.2824
 WWW.COMBSANDASSOCIATES.COM

SITE UTILITY, GRADING, DRAINAGE PLAN

NEW 4" DIA. 30 PC SANITARY SERVICE TO EXISTING AND NEW PRIVATE WASTEWATER TREATMENT PLANT WITH CITY REGULATIONS & PERMITS
 NEW 4" DIA. 30 PC SANITARY SERVICE TO EXISTING AND NEW PRIVATE WASTEWATER TREATMENT PLANT WITH CITY REGULATIONS & PERMITS
 NEW 4" DIA. 30 PC SANITARY SERVICE TO EXISTING AND NEW PRIVATE WASTEWATER TREATMENT PLANT WITH CITY REGULATIONS & PERMITS



Combs & Associates
 1941 E. 20th Street
 Des Moines, IA 50319
 Phone: 515.281.2222
 Fax: 515.281.2223

DATE: 04/10/26
 BY: BFG
 CHECKED: AFG
 PROJECT: LCP-188

REVISED: 04/10/26

DIRECTIONAL DRILLING PLAN SHEET 3 OF 7

PROPERTY LINE
 ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CITY OF DES MOINES HAS THE RIGHT OF WAY ON THE PUBLIC SIDE OF THE PROPERTY LINE.

CAUTION: EXISTING OVERHEAD LINES
 ALL OVERHEAD LINES SHALL BE RESTORED IN KIND WITH TOLERANCE & MATCH.

CAUTION: EXISTING OVERHEAD LINES
 APPROXIMATE LOCATION OF EXISTING 12" WATER MAIN WITH 45% SLOPE.

ANTICIPATED LOCATION OF DRILL PIT

EST. CONCRETE WALK

NEW 8" GATE VALVE AND VALVE BOX COMPLETE

ANTICIPATED LOCATION OF DRILL PIT

ALL UTILITIES SHOWN SHALL BE RESTORED IN KIND WITH TOLERANCE & MATCH

NEW PRIVATE RED PAINTED AND VALVE BOX COMPLETE

8" 6000 Pvc PRIVATE WATER MAIN

8" 6000 Pvc PRIVATE WATER MAIN

RESURFACE "HICKORY" SHALL BE COMPLETED W.O.1

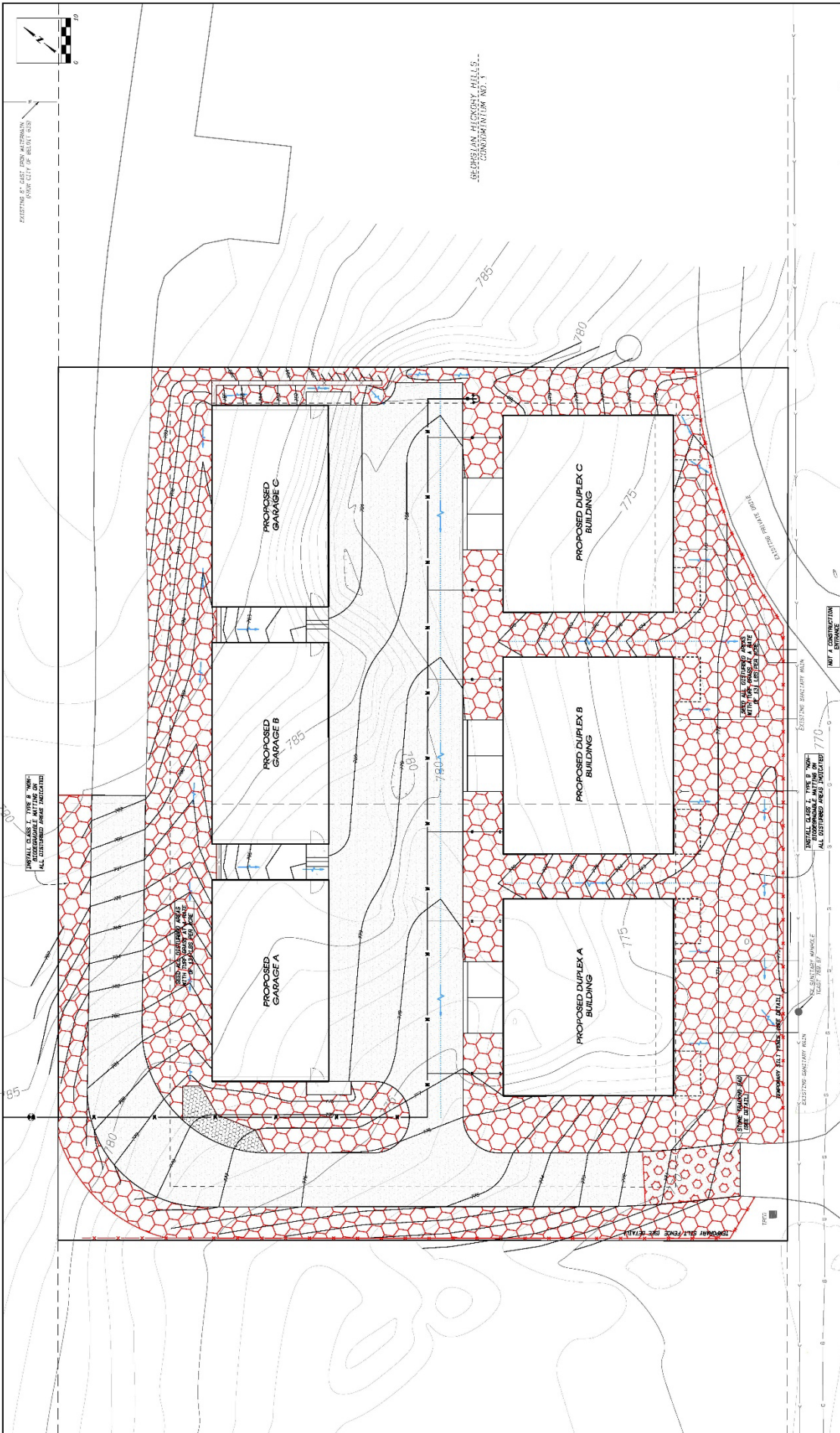
EXISTING STATE WATER MAIN

FOR ANTI-TANK JUMP OFF

HICKORY DRIVE

LEESON PARK RD

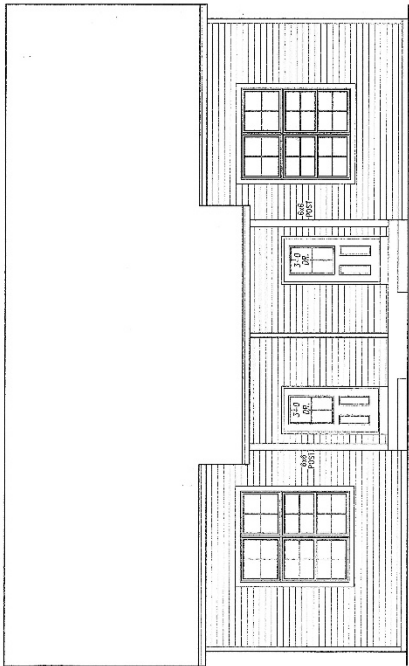




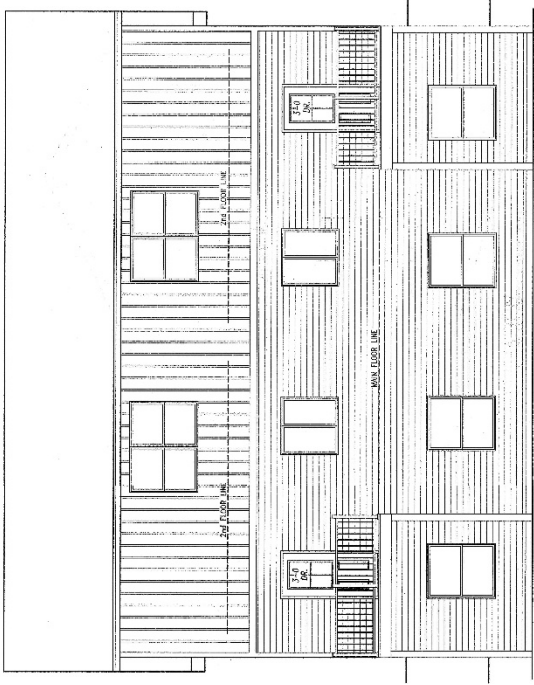
BRECKENRIDGE HICKORY HILLS
 CONTINGENT NO. 1

 500 S. HICKORY ST. WEST JEFFERSON, MO 64086	DATE	04/10/25
	LAND SURVEYOR	BFG
	LAND PLANNING	BFG
	CIVIL ENGINEERING	BFG
	PROJECT NO.	125-165

EROSION CONTROL PLAN SHEET 6 OF 7

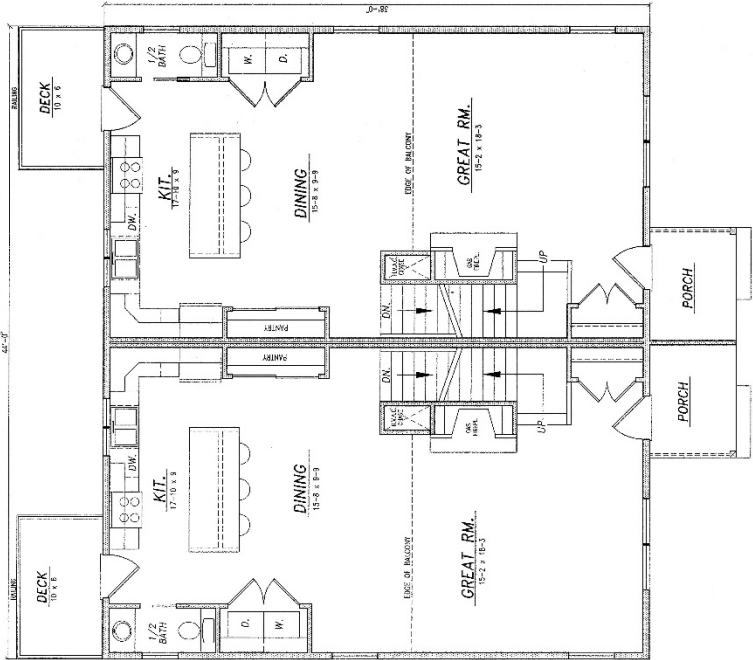


FRONT ELEVATION
SCALE: 1/4" = 1'-0"

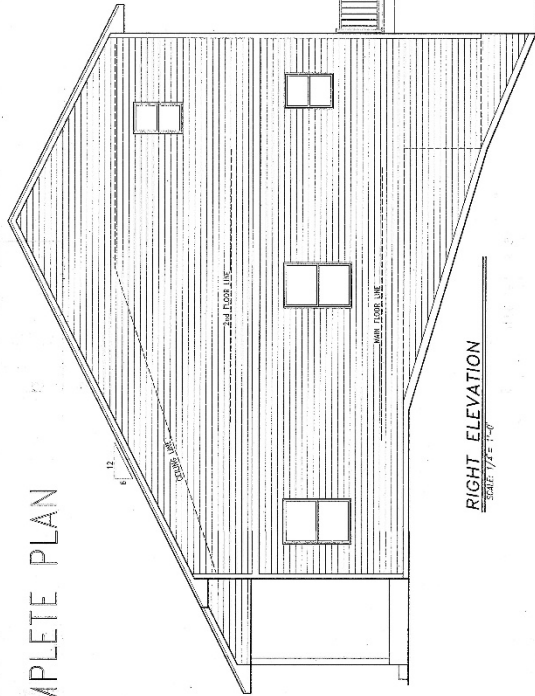


REAR ELEVATION
SCALE: 1/4" = 1'-0"

25% COMPLETE PLAN



MAIN FLOOR
SCALE: 1/4" = 1'-0"
836 SQ. FT. (EACH UNIT)



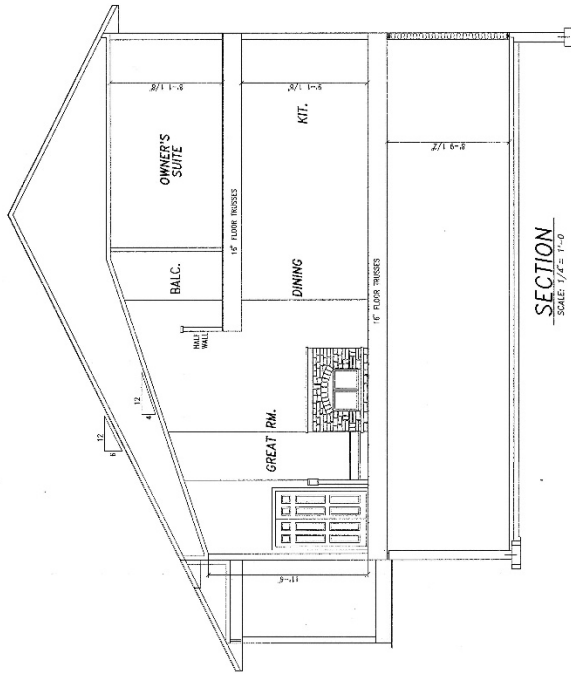
RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



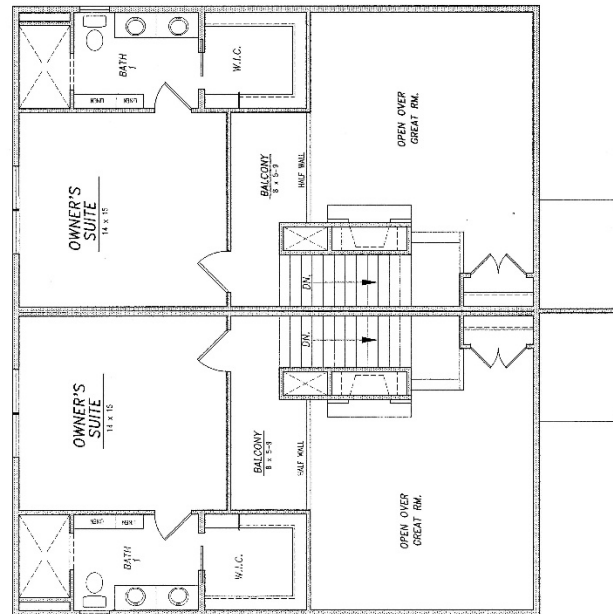
800-256-6674

DESIGNER:
Dave Nelson

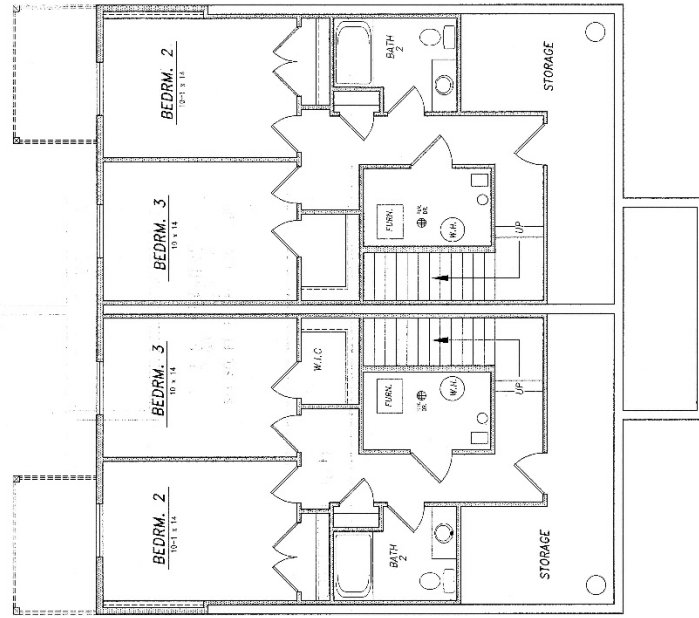
DATE:
4-12-85
WORK:
A1



SECTION
SCALE: 1/4" = 1'-0"




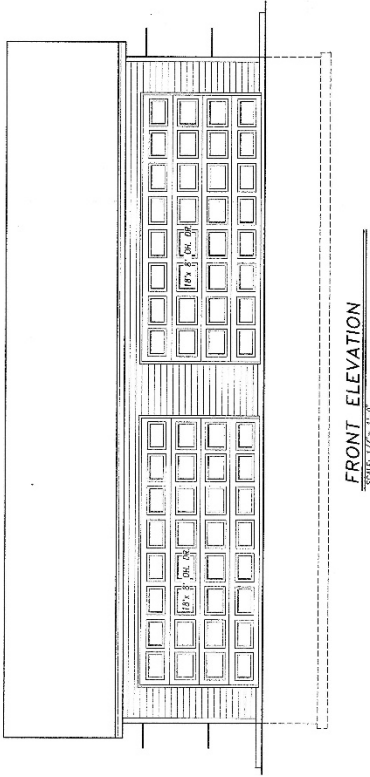
SECOND FLOOR
SCALE: 1/4" = 1'-0"
455 SQ. FT. (EACH UNIT)



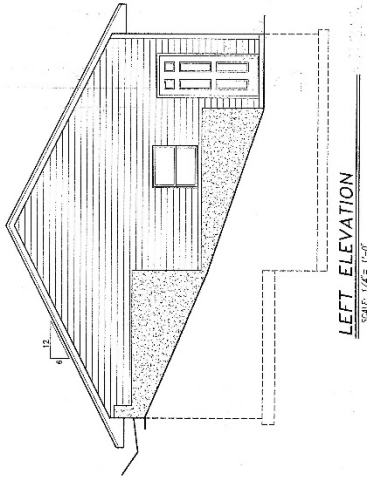
L.L. FRAMING
SCALE: 1/4" = 1'-0"
644 SQ. FT. FINISHED (EACH UNIT)

25% COMPLETE PLAN

 Tower Designs JANSVILLE, WI 53547 608-756-4874	DRAWN FOR: Dave Nelson	DATE: 4-18-10
	SHEET: A 2	REVISIONS:

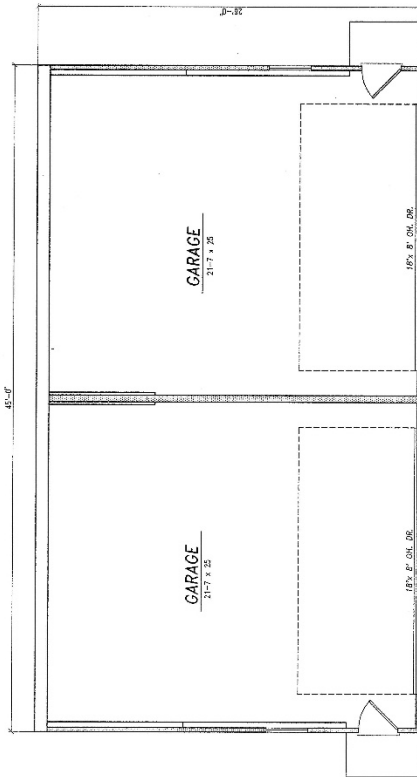


FRONT ELEVATION
SCALE: 1/4" = 1'-0"

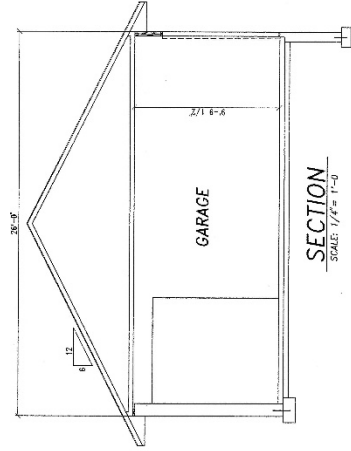


LEFT ELEVATION
SCALE: 1/4" = 1'-0"

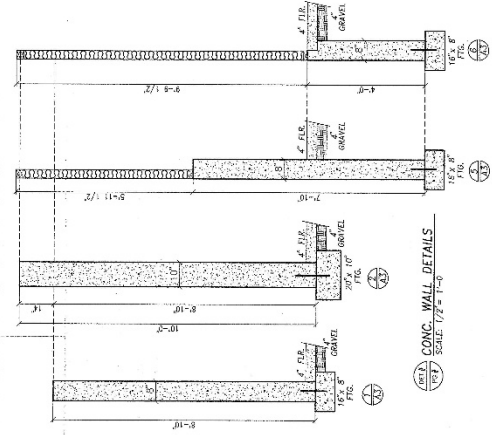
25% COMPLETE PLAN



GARAGE PLAN
SCALE: 1/4" = 1'-0"

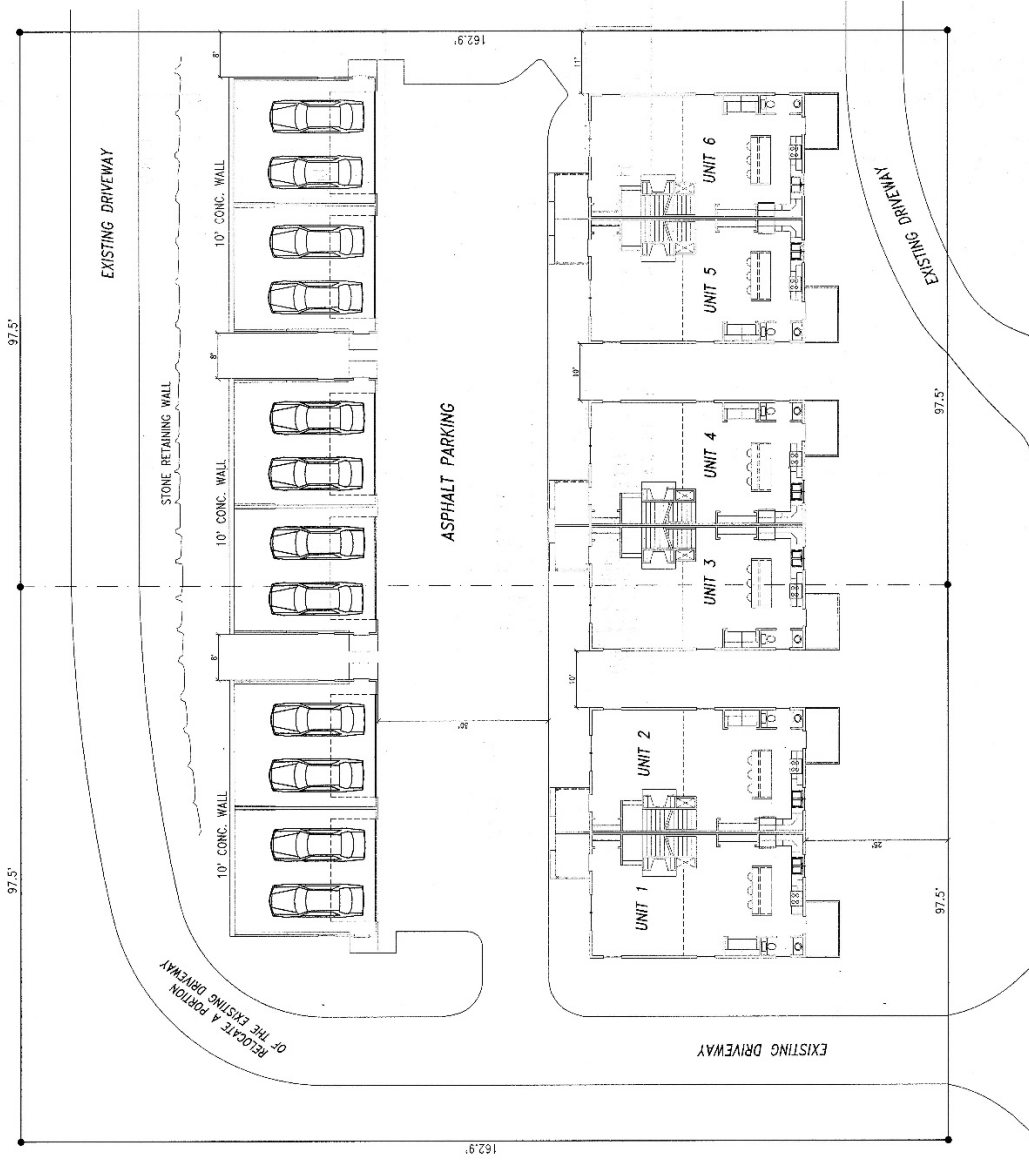


SECTION
SCALE: 1/4" = 1'-0"



CONC. WALL DETAILS
SCALE: 1/4" = 1'-0"

	DRAWN FOR Dave Nelson	DIVISION	DATE 4-18-88
	P.O. BOX 1010 JANESVILLE WI 53547 608-756-0774	SHEET A 3	



HICKORY DRIVE
 2209 HICKORY DR.
 SITE PLAN
 SCALE: 1" = 10'-0"

25% COMPLETE PLAN



DRAWN FOR:
Dave Nelson

DATE	4-12-99
REVISION	
SHEET	51

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: 2209 & 2217 Hickory Drive

2. Legal description: Lot: 9&8 Block: -- Subdivision: Earle Morris Addition

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

Property dimensions are: 195 feet by 162.90 feet = 31765.5 square feet.

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

3. Tax Parcel Number(s): 23060020 & 23060025

4. Owner of record: Sarah E. Nelson Phone: [REDACTED]

1743 Jackson Street, Beloit WI 53511

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

5. Applicant's Name: David Nelson (Above The Peak Construction, LLC)

1743 Jackson Street Beloit WI 53511

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

(Office Phone #)

(Cell Phone #)

(E-mail Address)

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

Change zoning district classification from: R-3 to: PUD

All existing uses on this property are: Vacant except 2 paved access drives serving
2231 Hickory Drive.

7. All the proposed uses for this property are:

Principal use(s): Multi-family residential (3 duplexes = 6 units) including
3 detached garage structures.

Secondary use(s): _____

Accessory use(s): _____

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

(X) Owner

() Leasehold, Length of lease: _____

() Contractual, Nature of contract: _____

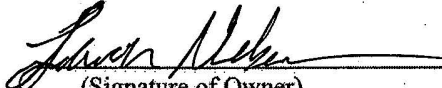
() Other, explain: _____

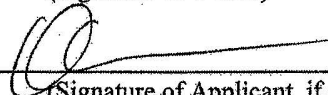
9. Individual(s) responsible for compliance with conditions (if any), if request is granted:

Name(s): David Nelson (Above The Peak Construction, LLC) Phone: 608-751-9241
1743 Jackson Street, Beloit WI 53511
 (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.

 / Sarah Nelson / 5-22-26
 (Signature of Owner) (Print name) (Date)

 / David Nelson / 4-29-26
 (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: 500.00 Meeting Date: _____
OC 3457
 Application accepted by: _____ Date: _____

CITY of BELOIT

Planning & Building Services Division

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

PUD - Master Land Use Plan Application

(Please Type or Print)

File Number: _____

1. Address of subject property: 2209 & 2217 Hickory Drive

2. Legal description: Lots 8 & 9, Earle Morris Addition

If necessary attach a copy of the complete legal description.

3. Area of parcel in square feet or acres: 31765.5 sf

4. Tax Parcel Number(s): 23060020 & 23060025

5. Owner of record: Sarah E. Nelson Phone: [REDACTED]

1743 Jackson Street, Beloit WI 53511

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

6. Applicant's Name: David Nelson (Above The Peak Construction, LLC)

1743 Jackson Street, Beloit WI 53511

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

[REDACTED] / [REDACTED] [REDACTED]
(Office Phone #) (Cell Phone #) (E-mail Address)

7. All existing use(s) on this property are: Vacant except paved access lanes.

8. The applicant requests review and approval of a PLANNED UNIT DEVELOPMENT /
Master Land Use Plan: in a(n) PUD Zoning District.

9. A Preapplication Conference was held on: _____.

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

Principal use(s): Multi-family residential (3 duplexes = 6 units)

Secondary use(s): _____

11. State how the proposed development differs from the type of development that would
be permitted under the existing zoning regulations. Multiple buildings allowed on a
single property.

12. Describe how the proposed development provides greater benefits to the City of Beloit
than an otherwise permitted development. Higher density residential housing.

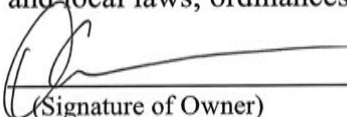
13. Project timetable: Start date: June 1, 2026 Completion date: June 1, 2027

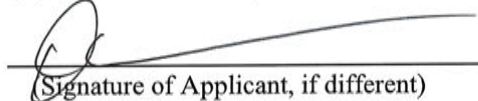
14. I/We) represent that I/we have a vested interest in this property in the following manner:

- Owner
- Leasehold, length of lease: _____
- Contractual, nature of contract: _____
- Other, explain: _____

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

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

 / Sarah E. Nelson / 4-29-26
 (Signature of Owner) (Print name) (Date)

 / David Nelson / 4-29-26
 (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 one copy of a scaled drawing showing the layout of the proposed development in accordance with all code requirements, and the application fee.

To be completed by Planning Staff

Filing fee: \$500.00 Amount paid: 500.00 Meeting date: _____
CR 3457

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

May 27, 2026

To Whom It May Concern:

Above the Peak Construction, LLC, on behalf of Sara E. Nelson, has submitted an application for review and consideration of a Planned Unit Development (PUD) - Master Land Use Plan for the properties located at **2209 and 2217 Hickory Drive**. The applicant has also submitted an application to permanently zone the subject properties as PUD, Planned Unit Development District. The request is for the development of three duplexes included three detached garages.

The following public hearings will be held regarding these applications:

City Plan Commission: Wednesday, June 3, 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, July 7, 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 Molly Lambert at 100 State Street or via email to planning@beloitwi.gov. You may also call (608) 368-7192 to provide your comments over the phone.

Mailing List

Owner

Aubree's Estates, LLC

Owner Address

624 Williams St, Janesville WI 53545

ORDINANCE NO. 3916

**AN ORDINANCE AMENDING THE
ZONING DISTRICT MAP OF THE CITY OF БЕЛОIT**

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 R-3, Low-Density Multifamily Residential District, to PUD, Planned Unit Development District:

LOTS 8 AND 9, EARLE MORRIS ADDITION, CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN, EXCEPTING THE NORTHWEST 87 FEET THEREOF. (A/K/A/ 2209 AND 2217 HICKORY DRIVE).

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-_____

CITY OF БЕЛОИТ

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic:	Ordinance No. 3916 amending the Zoning District Map for 2209 and 2217 Hickory Drive.		
Date:	July 7, 2026		
Presenter:	Julie Christensen	Department:	Community Development

Overview/Background Information

Above The Peak Construction, LLC, on behalf of Sarah E. Nelson, has submitted an application for review and consideration of a Zoning Map Amendment for the properties located at 2209 and 2217 Hickory Drive from R-3, Low-Density Multifamily Residential District, to PUD, Planned Unit Development District. The applicant has also submitted an application for a Planned Unit Development (PUD) - Master Land Use Plan for the subject properties.

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

1. The subject properties are currently vacant. The applicant has proposed the development of three duplexes and three detached garages.
2. The applicant is seeking approval of a PUD to allow for multiple buildings on one lot and reduced setbacks, which are otherwise not allowed in the R-3, Low-Density Multifamily Residential District.
3. The City’s Comprehensive Plan recommends *Established Neighborhood* for the subject property, which includes already developed, predominately residential areas, with a mix of housing types and, where appropriate in context to the existing neighborhood and building format, small-scale neighborhood-oriented mixed-use development. The proposed land use is consistent with the Comprehensive Plan.
4. The Plan Commission reviewed this application on June 3, 2026 and voted (7-0) to recommend approval of Ordinance No. 3916.

Conformance with Strategic Plan

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Goal #1 - Safe and Healthy Neighborhoods | <input type="checkbox"/> Goal #4 - High Quality of Life |
| <input type="checkbox"/> Goal #2 - High Performing Organization | <input type="checkbox"/> Goal #5 - High Quality Infrastructure and Connectivity |
| <input checked="" type="checkbox"/> Goal #3 - Economic and Residential Growth | <input type="checkbox"/> 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**

If approved, the resulting development would foster Economic Sustainability by allowing new housing development in the City of Beloit.

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

The resulting development contemplated if the rezoning is approved will increase the City’s tax base.

Legal Review
Legal Review: <input type="checkbox"/> This action has had legal review <input checked="" type="checkbox"/> No legal review is needed for this action
Write N/A if not applicable: N/A
Attachments
Ordinance No. 3916 and Staff Report to the Plan Commission

Revised 04-26-2026

ORDINANCE NO. 3916

**AN ORDINANCE AMENDING THE
ZONING DISTRICT MAP OF THE CITY OF БЕЛОIT**

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 R-3, Low-Density Multifamily Residential District, to PUD, Planned Unit Development District:

LOTS 8 AND 9, EARLE MORRIS ADDITION, CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN, EXCEPTING THE NORTHWEST 87 FEET THEREOF.

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-_____

Please see the PUD Master Land Use Plan item for the full Staff Report to Plan Commission.

CITY OF БЕЛОИТ

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic:	Ordinance No. 3915 amending the Zoning District Map for 2501 Kadlec Drive.		
Date:	July 7, 2026		
Presenter:	Julie Christensen	Department:	Community Development

Overview/Background Information

Fehr Graham, on behalf of Next Generation Construction, LLC, has submitted an application for review and consideration of a Zoning Map Amendment for 2501 Kadlec Drive from R-2, Two-Family Residential District, to R-1B, Single-Family Residential District.

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

1. The property owner is requesting to rezone the parcel from R-2, Two-Family Residential District, to R-1B, Single-Family Residential District, to ensure consistency with the zoning of the Elmwood Commons subdivision.
2. The current R-2 zoning requires a larger lot size, lot width, and front and street side setbacks than R-1B, which affects the developer's ability to develop the lots with homes similar to those planned for Elmwood Commons.
3. The City's Comprehensive Plan recommends *Established Neighborhood* for the subject property, which includes already developed, predominately residential areas, with a mix of housing types and, where appropriate in context to the existing neighborhood and building format, small-scale neighborhood-oriented mixed-use development. The proposed land use is consistent with the Comprehensive Plan.
4. The subject property is located at the northeast corner of Kadlec Drive and Elaine Drive and northeast of the Elmwood Commons subdivision, and is also the subject of a proposed Certified Survey Map (CSM) to divide the existing large lot into two single family residential lots meeting the R-1B District area and dimensional standards.
5. The Plan Commission reviewed this application on June 3, 2026 and voted (7-0) to recommend approval of Ordinance No. 3915.

Conformance with Strategic Plan

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Goal #1 - Safe and Healthy Neighborhoods | <input type="checkbox"/> Goal #4 - High Quality of Life |
| <input type="checkbox"/> Goal #2 - High Performing Organization | <input type="checkbox"/> Goal #5 - High Quality Infrastructure and Connectivity |
| <input checked="" type="checkbox"/> Goal #3 - Economic and Residential Growth | <input type="checkbox"/> 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

R-1B zoning will foster Economic Sustainability by allowing two additional single-family homes to be built in the City of Beloit.

Policy Compliance

- | | |
|-------------------------------|---|
| Purchasing Policy Compliance: | <input type="checkbox"/> Complies with the City's Purchasing Policy |
| | <input checked="" type="checkbox"/> No City procurement of goods or services is contemplated by this action |
| Grant Policy Compliance: | <input type="checkbox"/> Complies with the City's Grant Policy |
| | <input checked="" type="checkbox"/> No City grant is contemplated by this action |
| Other City Policy Compliance: | <input checked="" type="checkbox"/> Complies with the applicable City Policy |
| | <input type="checkbox"/> No City Policy is applicable to this action |

Action Required/Recommendation

- City Council consideration and 1st reading of the proposed Ordinance. The applicant has requested that the City Council suspend the rules and take action on this Ordinance on July 7, 2026.

Fiscal/Budget Note

The resulting proposed housing development would increase the City's tax base.

Legal Review
Legal Review: <input type="checkbox"/> This action has had legal review <input checked="" type="checkbox"/> No legal review is needed for this action
Write N/A if not applicable: N/A
Attachments
Ordinance No. 3915 and Staff Report to the Plan Commission

Revised 04-26-2026

ORDINANCE NO. 3915

**AN ORDINANCE AMENDING THE
ZONING DISTRICT MAP OF THE CITY OF БЕЛОIT**

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 R-2, Two-Family Residential District, to R-1B, Single-Family Residential District:

LOT 1, CERTIFIED SURVEY MAP, RECORDED JUNE 1, 2010, IN VOLUME 33, PAGES 343 TO 345 TO CERTIFIED SURVEY MAPS ON ROCK COUNTY, WISCONSIN, AS DOCUMENT #189882, BEING PART OF OUT LOT 13-12, ASSESSOR'S PLAT OF THE TOWN OF БЕЛОIT, LOCATED IN SW 1/4 OF THE SE 1/4 OF SECTION 13, T1N, R12E, CITY OF БЕЛОIT, WISCONSIN.

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: June 3, 2026

Agenda Item: 4.a.

File Number: ZMA-2026-04

General Information

Applicant: Fehr Graham

Owner: Next Generation Construction, LLC

Address/Location: 2501 Kadlec Drive

Applicant's Request/Proposal: Fehr Graham, on behalf of Next Generation Construction, LLC, has submitted an application for review and consideration of a Zoning Map Amendment for the property located at 2501 Kadlec Drive from R-2, Two-Family Residential District to R-1B, Single-Family Residential District.

Staff Analysis

Existing Site Conditions: The vacant subject property is located at the northeast corner of Kadlec Drive and Elaine Drive adjacent to the Elmwood Commons subdivision and is also the subject of a proposed Certified Survey Map (CSM) to divide the existing large lot into two single family residential lots exceeding the R-1B District area and dimensional standards.

Request Details: The applicant wishes to rezone this parcel to R-1B, Single-Family Residential District, with plans to develop single-family houses on each of the two proposed lots in conjunction with the Elmwood Commons subdivision. The current R-2, Two-Family Residential District, zoning requires larger front and street side setbacks than what is needed in order to accommodate the proposed houses. The R-2 District requires 30-foot front and street side setbacks; whereas, the R-1B District allows 20-foot front and street side setbacks. The proposed R-1B, Single-Family Residential District, zoning is primarily intended to accommodate single-family detached dwellings on moderate-size lots, at typical densities of 3 to 7.25 units per acre. The property is planned for *Established Neighborhood* in the current Comprehensive Plan, which specifies R-1B, Single-Family Residential District, zoning is a compatible use in this land use category. As such, a Comprehensive Plan Amendment is not needed in order to rezone this property to R-1B, Single-Family Residential District.

Surrounding Uses: To the west of the subject property is the Elmwood Commons subdivision, which is zoned R-1B, Single-Family Residential District, and PUD, Planned Unit Development District. R-3, Low-Density Multifamily Residential District zoned parcels with two-unit residential

uses are located to the southeast. To the north and east are parcels zoned R-1A, Single-Family Residential District.

City of Beloit Comprehensive Plan: The Comprehensive Plan recommends *Established Neighborhood* for the subject property, which includes *already developed, predominately residential areas, with future building types to include single-family dwellings, accessory dwelling units (ADUs), two-family dwellings, single-family attached units such as twin homes or townhomes, residential two, three, or four-unit flats, small-scale multi-family up to 4 units per building, and context appropriate, mid-scale multi-family structures.* Therefore, this proposed Zoning Map Amendment is consistent with the Comprehensive Plan, as required by Section 66.1001(3) of Wisconsin Statutes

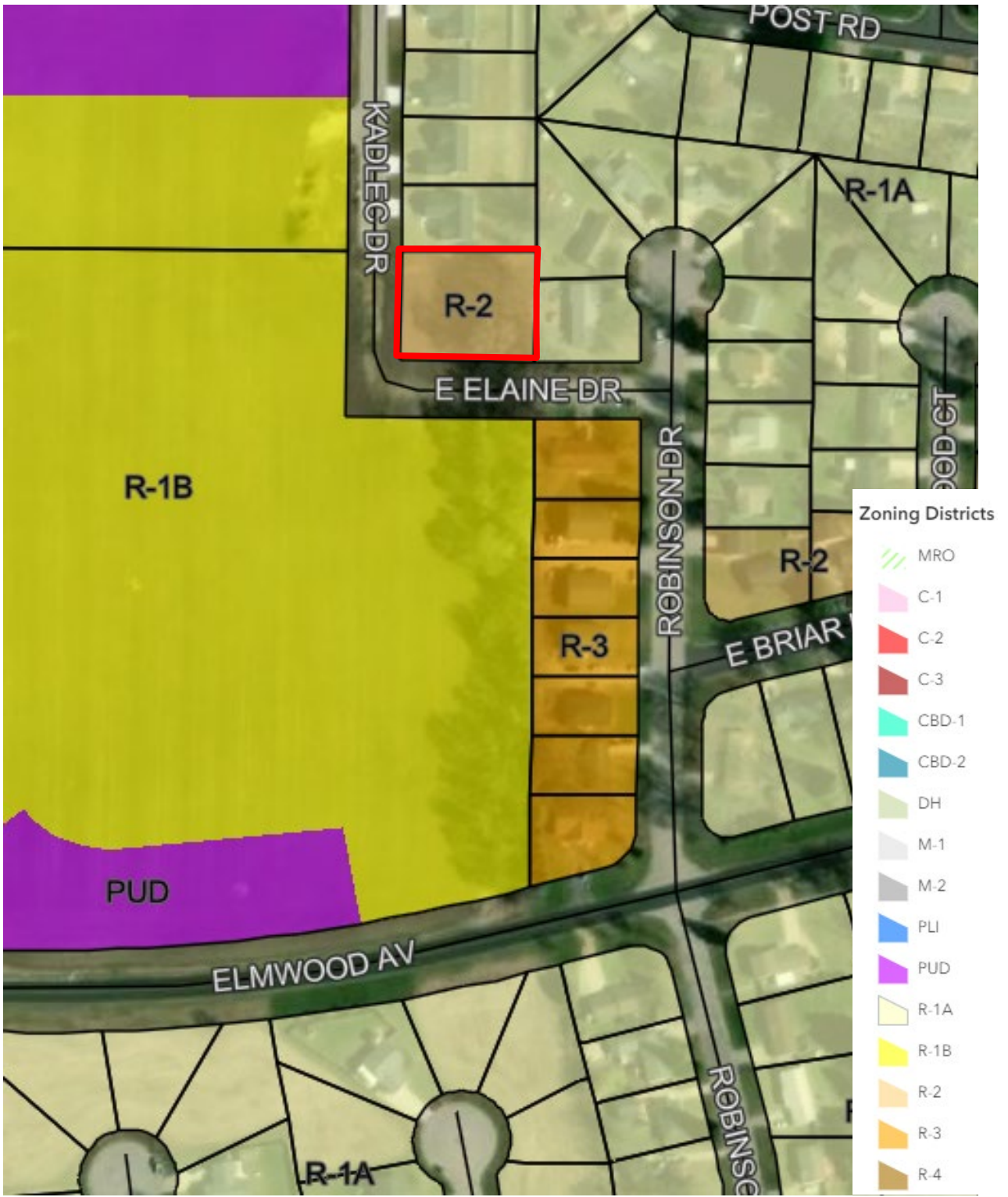
Zoning Map Amendment Findings of Fact: Based on Section 2-304 of the Zoning Ordinance, the Plan Commission shall make a recommendation based on the following considerations:

1. **The existing use of property within the general area of the subject property.**
The existing uses within the general area of the subject properties are single-family, two-family, and multi-family residential. The subject property is vacant.
2. **The zoning classification of property within the general area of the subject property.**
The zoning classifications within the area of the subject property include R-1B and PUD for Elmwood Commons, R-3 for two-unit residential uses, and R-1A for single-family residences. Further north is zoned PUD, Planned Unit Development District, for multi-family residential uses.
3. **The suitability of the subject property for the uses permitted under the existing zoning classification.**
Under the current R-2 zoning district classification, development of residential units requires larger front and side yard setbacks that do not accommodate the proposed homes for these lots. These planned homes are consistent with those planned for Elmwood Commons, which is also largely zoned R-1B for planned single-family residential uses.
4. **The trend of development and zoning map amendments in the general area of the subject property.**
This area of the City is largely developed with vacant land to the west and south zoned R-1B and PUD for mixed residential uses within Elmwood Commons, which was rezoned in 2025.

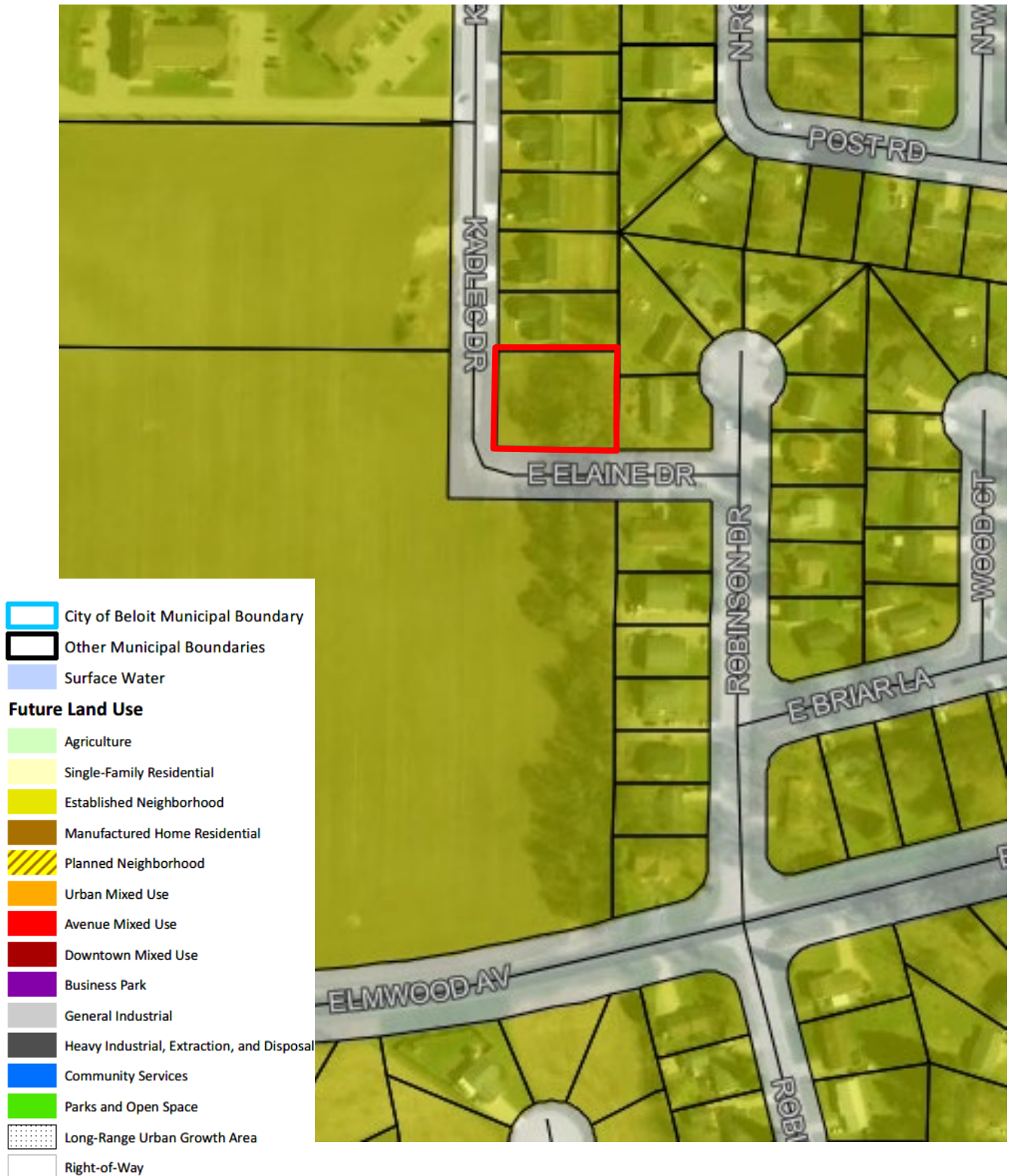
STAFF RECOMMENDATION – ZONING MAP AMENDMENT:

The Planning and Building Services Division recommends approval of a Zoning Map Amendment to change the zoning district classification from R-2, Two-Family Residential District, to R-1B, Single-Family Residential District, for the property located at 2501 Kadlec Drive.

ATTACHMENTS: Zoning Map, Application, Public Notice, Mailing List, and Ordinance
City of Beloit Zoning Map



Future Land Use Map



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: 2501 Kadlec Dr.

2. Legal description: Lot: 1 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: _____ acres.

3. Tax Parcel Number(s): 11340590

4. Owner of record: Next Generation Construction, LLC Phone: [REDACTED]

430 East Grand Ave. Beloit WI 53511
(Address) (City) (State) (Zip)

5. Applicant's Name: Fehr Graham

200 Prairie Street, Suite 208 Rockford IL 61107
(Address) (City) (State) (Zip)

[REDACTED] / [REDACTED] / [REDACTED]
(Office Phone #) (Cell Phone #) (E-mail Address)

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

Change zoning district classification from: R-2 to: R-1B

All existing uses on this property are: Vacant land

7. All the proposed uses for this property are:

Principal use(s): Residential (Single Family)

Secondary use(s): _____

Accessory use(s): _____

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



- (x) Owner
- () Leasehold, Length of lease: _____
- () Contractual, Nature of contract: _____
- () Other, explain: _____

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

Name(s): <u>Zach Knutson</u>		Phone: [REDACTED]	
<u>430 East Grand Ave.</u>	<u>Beloit</u>	<u>WI</u>	<u>53511</u>
(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.

	/	<u>Zach Knutson</u>	/	<u>04/29/2026</u>
(S: Verified by signNow 04/29/2026 21:28:19 UTC e4056d5c71c6480e8e0c)		(Print name)		(Date)
	/	<u>Brian Wells</u>	/	<u>April 29, 2026</u>
(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

May 27, 2026

To Whom It May Concern:

Fehr Graham, on behalf of Next Generation Construction, LLC, is requesting a Zoning Map Amendment to rezone **2501 Kadlec Drive** in the City of Beloit from a Two-Family Residential District to a Single-Family Residential District (R-2 to R-1B). The following public hearings will be held regarding these applications:

The following public hearings will be held regarding these applications:

City Plan Commission: Wednesday, June 3, 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, July 7, 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 Molly Lambert at 100 State Street or via email to planning@beloitwi.gov. You may also call (608) 368-7192 to provide your comments over the phone.

Owner

Jerald A. Swanson

Sandra M. Tess

Juan C. Perez-Lavariega

James Di Ciaula

Ng Land Development Company LLC

Mark R. Martin

Nestor Fabricio Paz

Owner Address

2644 Robinson Dr, Beloit WI 53511

2638 Robinson Dr, Beloit WI 53511

2632 Robinson Dr, Beloit WI 53511

2661 Kadlec Dr, Beloit WI 53511

430 E Grand Ave Ste 103, Beloit WI 53511

2679 Kadlec Dr, Beloit WI 53511

1746 E Elaine Dr, Beloit WI 53511



PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 6:00 PM
June 15, 2026

1) **CALL TO ORDER AND CONFIRMATION OF QUORUM**

Present: Kevin Day, Yusuf Adama, Nancy V. Forbeck, Kevin Leavy, Marty Densch, Sherry Blakeley, Jim White
Absent: None

2) **PLEDGE OF ALLEGIANCE**

3) **SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS**

- 3.a Proclamation 2026-016 Recognizing Juneteenth and Rising Queens was presented to Tracy Dumas of Rising Queens. [Attachment](#)
- 3.b Proclamation 2026-017 Recognizing Juneteenth and The Elite Ladies of Beloit was presented to Gayle Listenbee of Elite Ladies and Vanessa Beckman of YWCA. [Attachment](#)

4) **PUBLIC HEARINGS**

- 4.a Public hearing to solicit input on public housing, community development, housing, and homeless needs in the City of Beloit for incorporation in the 2027 Annual Plan (Bown/Gile)
[Attachment](#)

Kevin Leavy recused himself. Grants Administrator Brian Gile presented. President Day opened the public hearing. No one spoke. President Day closed the public hearing. Kevin Leavy rejoined the meeting.

5) **PUBLIC COMMENTS**

Lynda Wallis, Beloit - opposed to data center development in Beloit.
Aimee Streadwick, Beloit (email) – support for 18-month data center moratorium
Theron Seitz, Beloit (email) - support for 18-month data center moratorium
Shelley Strommen, Town of Rock (email) - support for 18-month data center moratorium
Jenny Hoople, Beloit (email) - support for 18-month data center moratorium
Brittany Keyes, Beloit (email) - support for 18-month data center moratorium
Willow Wallis, Beloit (email) - support for 18-month data center moratorium

6) **CONSENT AGENDA**

Motion by Kevin Leavy, seconded by Marty Densch, to adopt the consent agenda as presented. Motion carried.

- 6.a Consider the approval of the regular meeting minutes of June 1, 2026
[Attachment](#)
- 6.b Consider the approval of the special meeting minutes of June 1, 2026
[Attachment](#)

- 6.c Consider Resolution 2026-086 approving applicants for an Alcohol Beverage Operator's (Bartender's) License for years 2025-2027. File 9126 [Attachment](#)
- 6.d Referral to Plan Commission: Extraterritorial Final Subdivision Plat of Riverstone Subdivision Plat 4 in the Town of Beloit [Attachment](#)

7) **LICENSES**

- 7.a Consideration of Resolution 2026-083 approving renewals of Alcohol Beverage Licenses for license period July 1, 2026 - June 30, 2027. File 9135 [Attachment](#)
Motion by Kevin Leavy, seconded by Nancy V. Forbeck, to adopt Resolution 2026-083 as presented. Motion carried.
- 7.b Consideration of Resolution 2026-084 approving late renewals of Alcohol Beverage Licenses for license period July 1, 2026 - June 30, 2027. File 9135 [Attachment](#)
Motion by Nancy V. Forbeck, seconded by Jim White, to adopt Resolution 2026-084 as presented. Motion carried.

8) **ORDINANCES - None**

9) **APPOINTMENTS**

- 9.a Appointments [Attachment](#)
Motion by Nancy V. Forbeck, seconded by Kevin Leavy, to adopt the appointments as presented. Motion carried.

10) **COUNCILOR ACTIVITIES AND UPCOMING EVENTS**

Kevin Leavy - no report
Nancy Forbeck - I met with the Blooming Bunch who plant flowers at the Riverfront.
Yusuf Adama - I enjoyed the public music at Riverside Park. Happy Juneteenth, please enjoy the events.
Jim White - I attended the badge pinning of new police officers. Happy Juneteenth
Densch - Krueger pool opened today and summer park activities are happening throughout the city, please enjoy.
Blakeley - no report
Day - I also attended the badge pinning, congratulations to the new officers. Touch a Truck is coming up, great event for families

11) **CITY MANAGER PRESENTATION - None**

12) **REPORTS FROM BOARDS AND CITY OFFICERS**

- 12.a 2025 Annual Comprehensive Financial Statement Presentation (Miller) [Attachment](#)
Finance Director Miller presented, followed by Justin Hoglund of Baker Tilley.
- 12.b Consideration of Resolution 2026-085 Approving the 2025 Compliance Maintenance Annual Report. File 8044 [Attachment](#)
Public Works Director Frisbee presented.
Motion by Nancy V. Forbeck, seconded by Sherry Blakeley, to adopt Resolution 2026-085 as presented. Motion carried.
- 12.c Consideration of Resolution 2026-087 authorizing an application for a Firehouse Subs Public Safety Grant Program. File 8772 [Attachment](#)
Interim Fire Chief Farley presented.
Motion by Nancy V. Forbeck, seconded by Kevin Leavy, to adopt Resolution 2026-087 as presented. Motion carried.

- 13) ADJOURNMENT
Motion by Yusuf Adama, seconded by Nancy V. Forbeck, to adjourn at 7:09 p.m. Motion carried.

Rebecca Wallendal, City Clerk-Treasurer

www.beloitwi.gov

Date approved by City Council:[Insert date here]

DRAFT

CITY OF БЕЛОИТ

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic:	Proposed Resolution Considering the Applications for Alcohol Beverage Operator’s (Bartender’s) Licenses for license period July 1, 2025- June 30, 2027.		
Date:	July 7, 2026		
Presenter:	Rebecca Wallendal	Department:	City Clerk-Treasurer

Overview/Background Information

Applicants for an Alcohol Beverage Operator’s (Bartender’s) License must apply (or renew) on a biennial basis. This process requires an application, proof that a responsible beverage server training course was completed, payment of the applicable fee and submission to a background check by the Beloit Police Department.

State law requires the City Council to act on all licenses prior to issuance. The attached resolution includes applicants received from, June 11, 2026 - June 30, 2026.

Key Issues

1. The applicants being recommended for approval or denial have completed the following steps:
 - a. Submitted a complete application and proof of responsible beverage server training, shown ID, paid applicable fees and submitted to a background investigation.
 - b. Upon completion of the background investigation, the Police Department provides a recommendation for approval or denial to the Clerk-Treasurer.
 - c. Applications recommended for denial are sent a letter stating the reasons for the recommendation of denial and the opportunity to appeal to the City Council. Applications recommended for approval and those that do not appeal are placed on the master list and submitted to City Council every two weeks for consideration.
 - d. Upon Council action, City Clerk-Treasurer provides the necessary follow-up by issuing the license or sending a letter to the applicant stating the reason(s) for denial.
2. Section 125.17(1), Wis. Stats., requires the governing body to approve qualified applicants prior to issuance of the license.
3. This list includes applicants taken between, June 11, 2026 - June 30, 2026
 - a. Recommended for Approval- 7 applicant(s) are recommended for approval.
 - b. Recommended for Denial- 0 applicants recommended for denial.
4. 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.

Conformance with Strategic Plan

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

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

Sustainability

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

N/A

Action Required/Recommendation

Staff recommends approval of the resolution.

Fiscal Note/Budget Impact

Each applicant pays \$50 for a license ending June 30, 2027.

Attachments

Resolution, List of applicants.

Revised 03-09-2022

RESOLUTION 2026-093

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 7th day of July, 2026.

CITY COUNCIL FOR THE CITY OF BELOIT

Kevin Day, Council President

ATTEST:

Rebecca Wallendal, City Clerk-Treasurer

Applicants Recommended for Approval Through June 30th, 2026:

Cruz, Angela M	Grand Slam
Drake, Jaclyn C	The Carom Room
Duffy, Trina R	Grand Ave Pub
Fink, Lisa M	Lucy's #7 Burger Bar
Jorgensen, Ciara M	Speedway #4087
Reyes, Liliana P	Walgreens #11528
Thompson, Kaili A	N/A

Year to Date Total: 586

Applicants recommended for Denial through June 30th, 2026:

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic:	Extraterritorial Final Subdivision Plat of Riverstone Subdivision Plat 4 in the Town of Beloit		
Date:	July 7, 2026		
Presenter:	Julie Christensen	Department:	Community Development

Overview/Background Information

NG Riverstone Land, LLC has submitted the attached Final Plat named Riverstone Subdivision Plat 4 for a 23.351-acre property located north of Millar Drive and south of Kelsey Road in the Town of Beloit.

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

1. The subdivision of land requires approval of a Preliminary Plat, followed by approval of a detailed Final Plat, which must substantially conform to the layout of the Preliminary Plat. A recorded Final Plat actually creates the lots, and may include the entire Preliminary Plat area or phases. The Preliminary Plat of Riverstone Subdivision was approved by Plan Commission on July 20, 2022.
2. As shown on the attached plat, the applicant has proposed the extension of Haborn Drive north of Boulder Run Drive, the extension of Shore Drive, the extension of Boulder Run Drive, and the development of two new streets, South Bedrock Drive and West Hank Lane.
3. The plat includes 54 new single-family lots with an average lot area of 14,399 square feet. The subject property is zoned R-1, Single-Family Residential District, in the Town of Beloit.
4. The proposed development will be served by public water (City Water Utility) and sewer (Town Sewer Service Area). The plat is within the City’s extraterritorial plat review jurisdiction, and within the Beloit Turner School District.
5. According to Section 12.04 of the Subdivision Ordinance, a Final Plat requires review by the Plan Commission prior to City Council consideration.
6. The Plan Commission reviewed this item on June 17, 2026 and voted (5-0) to recommend approval of this Final Plat, subject to two conditions as shown on the attached Resolution.

Conformance with Strategic Plan

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Goal #1 - Safe and Healthy Neighborhoods | <input checked="" type="checkbox"/> Goal #4 - High Quality of Life |
| <input type="checkbox"/> Goal #2 - High Performing Organization | <input checked="" type="checkbox"/> Goal #5 - High Quality Infrastructure and Connectivity |
| <input checked="" type="checkbox"/> Goal #3 - Economic and Residential Growth | <input type="checkbox"/> Goal #6 - Enhanced Communications and Engagement |

Sustainability

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

This development complies with Economic Sustainability by making decisions in an economically and fiscally responsible way to further the health of the local economy.

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 action on the proposed Resolution.

Fiscal/Budget Note
N/A
Legal Review
Legal Review: <input type="checkbox"/> This action has had legal review <input checked="" type="checkbox"/> No legal review is needed for this action
Write N/A if not applicable: N/A
Attachments
Resolution 2026-090, Staff Report to the Plan Commission, and Plat with Updated Street Names

Revised 04-26-2026

RESOLUTION 2026-090

**RESOLUTION APPROVING THE EXTRATERRITORIAL FINAL PLAT
OF RIVERSTONE SUBDIVISION PLAT 4 IN THE TOWN OF BELOIT**

WHEREAS, NG Riverstone Land, LLC, has submitted a 54-lot Final Plat of Riverstone Subdivision Plat 4 located in the Town of Beloit; and

WHEREAS, the City of Beloit Plan Commission has reviewed and recommended approval of this Final Plat; and

WHEREAS, this Final Plat substantially conforms to the Preliminary Plat approved by the City of Beloit Plan Commission on July 20, 2022; and

WHEREAS, the City Council of the City of Beloit has reviewed the proposed Final Plat of Riverstone Subdivision Plat 4, which pertains to the following described land:

OUTLOT 6 OF RIVERSTONE SUBDIVISION - PLAT 3, BEING PART OF THE NORTHWEST QUARTER AND SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND GOVERNMENT LOTS 1 AND 2 OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 12 EAST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF BELOIT, ROCK COUNTY, WISCONSIN.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves the Final Plat of **Riverstone Subdivision Plat 4** in the Town of Beloit, subject to the following conditions:

1. All of the conditions of approval of the Preliminary Plat remain in full force and effect.
2. The applicant shall record the Final Plat with the Rock County Register of Deeds within one year of approval, and shall provide City staff with a copy of the recorded plat.

Approved this ___ day of _____, 20____.

CITY COUNCIL OF THE CITY OF BELOIT

Kevin Day, President

ATTEST:

Rebecca Wallendal, City Clerk-Treasurer



REPORT TO THE PLAN COMMISSION

Plan Commission Meeting Date: June 17, 2026

Agenda Item: 4.a.

File Number: FS-2026-03

General Information

Applicant: NG Riverstone Land, LLC

Owner: NG Riverstone Land, LLC

Address/Location: Millar Drive and Kelsey Road in the Town of Beloit

Applicant's Request: Approval of a Final Subdivision Plat called Riverstone Subdivision - Plat 4 (54 single-family lots)

Staff Analysis

Plat Approval Process: NG Riverstone Land, LLC has submitted the attached Final Plat of Riverstone Subdivision Plat 4 for 23.351 acres located north of Millar Drive and south of Kelsey Road in the Town of Beloit. The subdivision of land requires approval of a Preliminary Plat, followed by approval of a detailed Final Plat, which must substantially conform to the layout of the Preliminary Plat. A recorded Final Plat actually creates the lots, and may include the entire Preliminary Plat area or phases. The Preliminary Plat of Riverstone Subdivision was approved by the Plan Commission on July 20, 2022. The proposed Riverstone Subdivision Plat 4 is a portion of the approved Preliminary Plat of Riverstone Subdivision.

Proposed Lots: As shown on the attached plat, the applicant has proposed 54 new single-family lots with an average lot area of 14,399 square feet. This property is subject to Town of Beloit zoning. The proposed development will be served by public water (City Water Utility) and sewer (Town Sewer Service). The plat is located within the School District of Beloit Turner. The applicant has proposed the extension of Haborn Drive north of Boulder Run Drive, the extension of Shore Drive, the extension of Boulder Run Drive, and the development of two new streets, Skylar Drive and Walter Lane.

Surrounding Uses: As shown on the attached Location Map, the Rock River is to the east of the subject property, and residential uses are to the north, south, and west. Adjacent residential uses along the north side of Kelsey Road west of Haborn Drive and at the southeast corner of Kelsey Road and Afton Road are in the City of Beloit. Southwest of the subject property is zoned B-2, Local Business District, in the Town of Beloit. The City does not exercise extraterritorial zoning jurisdiction and cannot control uses outside of the City.

City of Beloit Comprehensive Plan and Strategic Plan: The Future Land Use Map of the City's Comprehensive Plan recommends *Established Neighborhood* for the subject property. However, land use and density cannot be regulated outside of the City limits.

Review Agent Comments: A copy of the application and Final Plat were sent to the City of Beloit staff and utility contacts.

- **City of Beloit Engineering Division Comments:**
Construction plans for proposed water infrastructure to serve the subdivision have been submitted to and approved by City of Beloit Engineering. As-built plans for water infrastructure, including water service locations, would also need to be provided upon completion of construction.
- **City of Beloit Fire Department Comments:**
The use of Boulder Run Lane for the road that runs east/west at its north end and then north/south at the end furthest south may create inconsistent addressing that could be confusing to emergency responders. Also ensure that the court turn around meets service vehicle turning radii.

Note that the City does not have the legal authority to require that the turnaround meets a specific vehicle turning radii, nor require anything related to addressing in the Town. No other comments were received.

STAFF RECOMMENDATION:

The Planning and Building Services Division recommends **approval** of the Final Plat of Riverstone Subdivision Plat 4 located north of Millar Drive and south of Kelsey Road in the Town of Beloit, subject to the following conditions:

1. All of the conditions of approval of the Preliminary Plat remain in full force and effect.
2. The applicant shall record the Final Plat with the Rock County Register of Deeds within one year of approval, and shall provide City staff with a copy of the recorded plat.

ATTACHMENTS: Location Map, Final Plat, and Application.

**FINAL PLAT OF
RIVERSTONE SUBDIVISION – PLAT 4**
OUTLOT 6 OF RIVERSTONE SUBDIVISION – PLAT 3, BEING PART OF THE
NORTHWEST QUARTER AND SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER AND GOVERNMENT LOTS 1 AND 2 OF SECTION 23, TOWNSHIP 1
NORTH, RANGE 12 EAST OF THE FOURTH PRINCIPAL MERIDIAN,
TOWN OF BELOIT, ROCK COUNTY, WISCONSIN

SURVEYORS 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 "RIVERSTONE SUBDIVISION – PLAT 4", that said subdivision is Outlot 6 of Riverstone Subdivision – Plat 3, as recorded on February 19, 2026 to the Register of Deeds Office of Rock County, Wisconsin, in Volume 33, Pages 1835-1836, and Government Lots 1 and 2 of Section 23, Township 1 North, Range 12 East, of the 4th P.M., Town of Beloit, Rock County, Wisconsin.

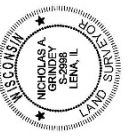
That I have made such survey, land division and plat by the direction of NG Riverstone Land, LLC, owner of said land.

That each 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 _____ day of _____, 2026.

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

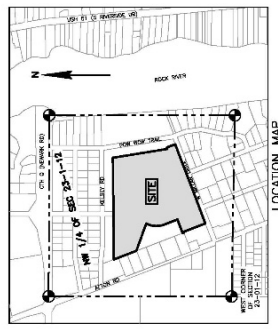


TOTAL AREA
LOT 9 & 10: 1.00 ACRES
LOT 11: 1.00 ACRES
21,351 SQUARE FEET

There are no objections to this plat with respect to Sections 236.19, 236.16, 236.20 and 236.21 (1) and (2), Wisconsin Statutes, or by the County Planning Agency.

Certified _____ 2026

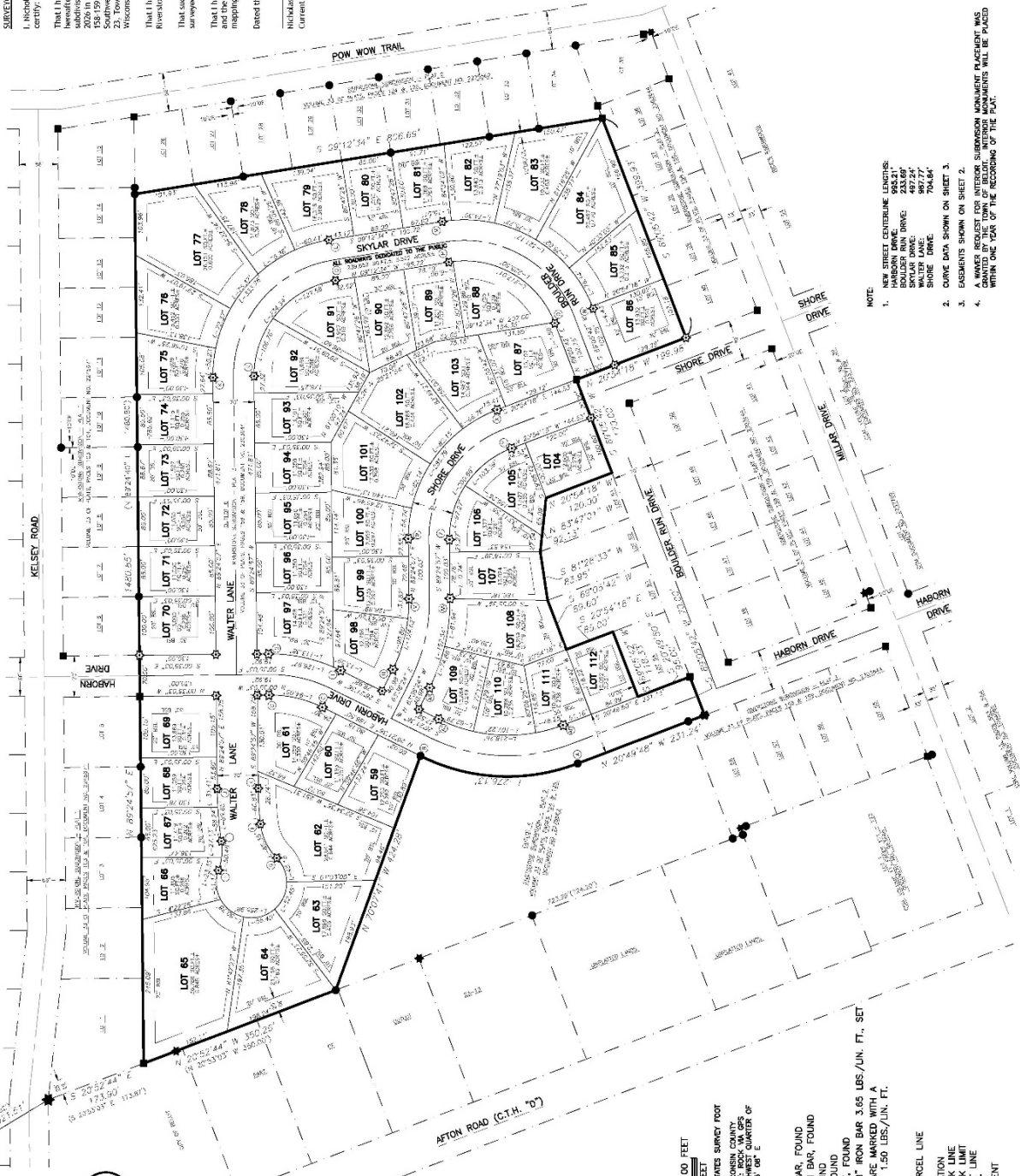
Department of Administration



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
Survey License No. 19-000000

NG RIVERSTONE LAND, LLC
101 W STEPHENSON ST., PREPLOT, L.E. 0102 737.232.7433

DATE: 5/27/2026
FIELD WORK COMPLETED: 2/17/2025
JOB NUMBER: 25-750
SHEET NUMBER: 1 OF 3



- NOTE:
- NEW STREET CENTERLINE LENGTHS:
HARBORN DRIVE: 243.60'
BOULDER RUN DRIVE: 497.24'
SKYLAR DRIVE: 1,139.55'
SHORE DRIVE: 704.64'
 - CURVE DATA SHOWN ON SHEET 3
 - EGMENTS SHOWN ON SHEET 2
 - CHANGES TO THIS PLAT OF BELOIT, WISCONSIN MONUMENTS WILL BE PLACED WITHIN ONE YEAR OF THE RECORDING OF THE PLAT.

NORTHWEST CORNER
FOUND PAINTED SINK
IN PAVEMENT
22123
22123

POINT OF
COMMENCEMENT
WEST CORNER OF
SECTION 23
FOUND MOUNTAIN
MONUMENT
22123
22123

PREPARED FOR:
NG RIVERSTONE LAND, LLC
430 E GRAND AVE SUITE 103,
BELOIT, WI 53511
(608) 312-2298

THIS PLAT WAS PREPARED BY:
NICHOLAS A. GRINDEY,
WISCONSIN PROFESSIONAL
LAND SURVEYOR NO. S-2998
101 WEST STEPHENSON STREET
BELOIT, WI 53511
(815) 235-7643



100 0 100 FEET
GRAPHIC SCALE IN FEET

DISTANCE UNITS BASED ON THE UNITED STATES SURVEY FOOT
CURVE AS REFERENCED TO THE WISCONSIN COUNTY
SURVEYING SYSTEM. ALL DISTANCES ARE BASED ON
OBSERVATIONS. WEST LINE OF THE NORTHWEST QUARTER OF
SECTION 23 BEARING N 07° 05' 00" E

- LEGEND:
- 3/4" OD IRON BAR, FOUND
 - 1/2" OD IRON BAR, FOUND
 - ◆ 1" OD PIPE, FOUND
 - ★ 1.5" OD PIPE, FOUND
 - ☆ 2-1/2" OD PIPE, FOUND
 - ⊙ 1 1/4" OD X 18" IRON BAR 3.65 LBS./LIN. FT., SET
 - ⊙ ALL OTHER LOT CORNERS ARE MARKED WITH A 3/4" OD X 30" IRON BAR, 1.50 LBS./LIN. FT.

—	BOUNDARY LINE
---	LOT/PARCEL LINE
---	SECTION LINE
(XXX)	RECORD INFORMATION
---	BUILDING SETBACK LINE
---	UTILITY EASEMENT LINE
---	UTILITY EASEMENT LINE
---	DE DRAINAGE EASEMENT

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FINAL PLAT OF
RIVERSTONE SUBDIVISION – PLAT 4
 OUTLOT 6 OF RIVERSTONE SUBDIVISION – PLAT 3, BEING PART OF THE
 NORTHWEST QUARTER AND SOUTHWEST QUARTER OF THE NORTHWEST
 QUARTER AND GOVERNMENT LOTS 1 AND 2 OF SECTION 23, TOWNSHIP 1
 NORTH, RANGE 12 EAST OF THE FOURTH PRINCIPAL MERIDIAN,
 TOWN OF BELOIT, ROCK COUNTY, WISCONSIN

LOCAL COUNTY PLANNING AND DEVELOPMENT COMMITTEE
 The date hereon is **RIVERSTONE SUBDIVISION - PLAT 4** is recorded this _____ day of _____, 2020, in witness whereof
 Chapter 4 of the Rock County Ordinance.

Rock County Planning, Economic and Community Development Department

LOCAL COUNTY PLANNING AND DEVELOPMENT COMMITTEE
 Nicholas Reinger, Rock County Treasurer

 City of _____, 2020.

STATE OF WISCONSIN
 Nicholas Reinger, Rock County Treasurer

 City of _____, 2020.

CITY OF BELOIT
 Nicholas Reinger, Rock County Treasurer

 City of _____, 2020.

STATE OF WISCONSIN
 Nicholas Reinger, Rock County Treasurer

 City of _____, 2020.

CITY OF BELOIT
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STATE OF WISCONSIN
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 City of _____, 2020.

STATE OF WISCONSIN
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 City of _____, 2020.

CITY OF BELOIT
 Nicholas Reinger, Rock County Treasurer

 City of _____, 2020.

STATE OF WISCONSIN
 Nicholas Reinger, Rock County Treasurer

 City of _____, 2020.

CITY OF BELOIT
 Nicholas Reinger, Rock County Treasurer

 City of _____, 2020.

CORPORATE OWNERS CERTIFICATE
 NG Riverstone Land, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner of the land described in the foregoing description, does hereby certify that the person named herein as the owner of the land described in the foregoing description is the owner of the land described in the foregoing description.

NG Riverstone Land, LLC does hereby certify that the map is readable in accordance with the laws of the State of Wisconsin. The map is submitted to the Planning, Economic and Community Development Department of the Town of Beloit, City of Beloit, and Rock County Planning, Economic and Community Development Agency.

STATE OF WISCONSIN
 NG Riverstone Land, LLC has caused these presents to be signed by each of its owners, its authorized officers, and its authorized agents, and it is hereby certified that the above Recourder's name and correct copy of the original is attached to the City Council of the City of Beloit.

CITY OF BELOIT
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CURVE TABLE

CURVE	STARTS	ENDS	CHORD BEARING	CHORD LENGTH	CHORD ANGLE	TANGENT N	TANGENT E	PANGENT OUT
A-B	335.87	278.52	N 07°54'15" E	49.97	57°02'15"	N 71°02'45" E	N 29°40'17" E	29°40'17"
B-C	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
C-D	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
D-E	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
E-F	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
F-G	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
G-H	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
H-I	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
I-J	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
J-K	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
K-L	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
L-M	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
M-N	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
N-O	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
O-P	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
P-Q	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
Q-R	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
R-S	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
S-T	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
T-U	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
U-V	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
V-W	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
W-X	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
X-Y	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"
Y-Z	278.52	278.52	S 89°59'44" W	0.00	0°00'00"	N 89°59'44" E	S 89°59'44" W	0°00'00"

RECORDING DATA
 A.D. 2020 AT _____ O'CLOCK _____ A.M. AND _____ DAY OF _____ OF PLATS.
 RECORDED IN VOLUME _____ PAGES _____ OF PLATS.
 DOCUMENT NO. _____
 REGISTER OF DEEDS _____



There are no objections to this plat with respect to Sections 226.16, 226.20 and 226.21 (and 22), Wisconsin Statutes, or by the County Planning Agency.
 Certified _____, 2020
 Department of Administration

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL
 LICENSE NO. 104-100000
 101 W. STEPHENSON ST. FREEPORT, IL 61032-2413-235-7843
 ILLINOIS
 IOWA
 WISCONSIN
NG RIVERSTONE LAND, LLC
 DATE: 5/27/2020
 FIELD WORK COMPLETED: 17/16/2020
 JOB NUMBER: 20-008
 SHEET NUMBER: 3 OF 3
 DRAWING NO: 04720

CITY of BELOIT
Neighborhood Planning Division

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

Application for a Final Subdivision or Condominium Plat

(Please Type or Print)

File Number: _____

1. Proposed subdivision name: Riverstone Subdivision - Plat 4

2. Address of property: Millar Drive

3. Tax Parcel Number(s): 004 2300005 & 004 2300004

4. Property is located in (circle one): City of Beloit of Town of Turtle Beloit Rock or LaPrairie
In the NW Quarter of Section 23, Township 1 North, Range 12 East of the 4th P.M.

5. Owner of record: NG RiverstoneLand, LLC Phone: [REDACTED]
430 East Grand Avenue, Suite 103, Beloit, WI 53511
(Address) (City) (State) (Zip)

6. Applicant's Name: NG RiverstoneLand, LLC
430 East Grand Avenue, Suite 103, Beloit, WI 53511
(Address) (City) (State) (Zip)
_____/ [REDACTED] / [REDACTED]
(Office Phone #) (Cell Phone #) (E-mail Address)

7. Present zoning classification is: R-1 (Single-Family Residential District)

8. Is the proposed use permitted in this zoning district: Yes

9. THE FOLLOWING ITEMS MAY NEED TO BE COMPLETED AND/OR ATTACHED:
- Copy of Preliminary Plat to Utility Providers:** A written statement confirming that the developer submitted copies of the approved preliminary plat to all utility providers as per section 12.03(2).
 - Covenants and Deed Restrictions:** copies of any covenants or deed restrictions.
 - Development Agreement & Fee:** a copy of a Final Draft or Approved Development Agreement;
 - Contract:** A contract for construction of required utilities and public improvements **or**;
 - A Bond;** guarantying the contract for construction **or**;
 - Letter from the City Engineer;** stating that the developer has constructed the required improvements and the City has found they are acceptable to the City Engineer **and**;
 - Final Plat Map;** 10 copies as required by section 12.04(1) including all information required by section 12.04(2) of the Subdivision Ordinance.

The applicant's signature below indicates the information contained in this application and on all accompanying documents is true and correct. The undersigned does hereby respectfully make application for and petition the City Plan Commission and City Council to review and approve the Preliminary Subdivision Plat for the purpose stated herein. The undersigned also agrees to abide by all applicable federal, state and local laws, rules, and regulations.

[Signature] / Zachary R Knutson, Manager / 05/05/2026
(Signature of applicant) (Print name of applicant) (Date)

This application must be submitted at least **30 days** prior to the Plan Commission meeting date.

Review fee: **\$300 plus \$15 per lot; \$100 Development Agreement Fee** Amount paid: _____
Scheduled meeting date: _____
Application accepted by: _____ Date: _____

**FINAL PLAT OF
RIVERSTONE SUBDIVISION – PLAT 4**
OUTLOT 6 OF RIVERSTONE SUBDIVISION – PLAT 3, BEING PART OF THE
NORTHWEST QUARTER AND SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER AND GOVERNMENT LOTS 1 AND 2 OF SECTION 23, TOWNSHIP 1
NORTH, RANGE 12 EAST OF THE FOURTH PRINCIPAL MERIDIAN,
TOWN OF BELOIT, ROCK COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Nicholas A. Grindley, 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 "RIVERSTONE SUBDIVISION - PLAT 4", that said subdivision of Outlot 6 of Riverstone Subdivision - Plat 3, as recorded on February 19, 2019, and the subdivision of Government Lots 1 and 2 of Section 23, Township 1 North, Range 12 East, of the 4th P.M., being part of the Northwest Quarter and Southwest Quarter of the Northwest Quarter and Government Lots 1 and 2 of Section 23, Township 1 North, Range 12 East, of the 4th P.M., Town of Beloit, Rock County, Wisconsin.

That I have made such survey, land division and plat by the direction of MG Riverstone 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 the provisions of chapter 706 of the Wisconsin Statutes and the subdivision regulations of the Town of Beloit. In surveying, dividing and mapping the same.

Dated this _____ day of _____, 2026.

Nicholas A. Grindley, Wisconsin Professional Land Surveyor No. S-2988
Current Expiration Date: January 31, 2028

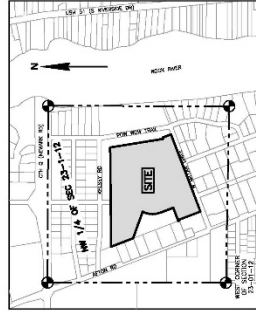


TOTAL AREA
24 LOTS & 4 ROWWAYS
23,351 SQUARE FEET
23.351 ACRES

There are no objections to this plat with respect to Sections 234.15, 234.16, 234.20 and 234.21 (1) and (2), Wisconsin Statutes, or by the County Planning Agency.

Certified: _____ 2026

Department of Administration

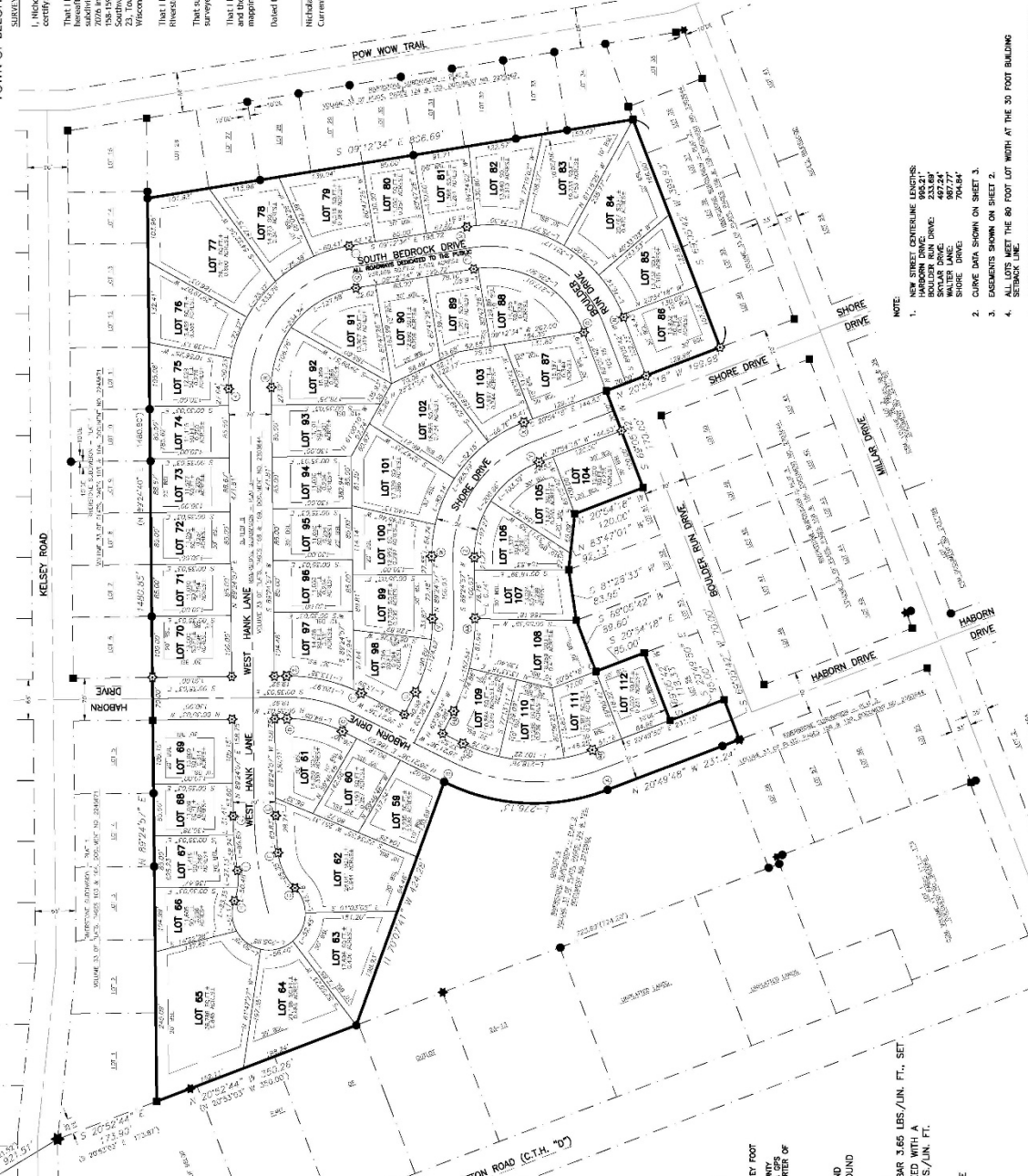


LOCATION MAP
NOT TO SCALE

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
LAND SURVEYING DIVISION
101 W. WASHINGTON ST., FREDERICK, WI 53120-2335, USA
ILLINOIS IOWA WISCONSIN
PHONE: (608) 785-2474 FAX: (608) 785-2475
WWW.FEHRGRAHAM.COM

MG RIVERSTONE LAND, LLC
DATE: 6/11/2026
JOB NUMBER: 24-0028
FIELD WORK COMPLETED: 12/19/2025
FIELD DATE: DOWNTOWN, WI 53102

SHEET NUMBER:
1 OF 3



NOTE

- NEW STREET CENTERLINE LENGTHS:
HARBORN DRIVE: 985.21'
SHORE DRIVE: 427.84'
WALTER LANE: 987.77'
SHORE DRIVE: 704.64'
- CURVE DATA SHOWN ON SHEET 3.
- EASEMENTS SHOWN ON SHEET 2.
- ALL LOTS MEET THE 80 FOOT LOT WIDTH AT THE 30 FOOT BUILDING SETBACK LINE.
- EXISTING MONUMENTS FOR INTERIOR SUBDIVISION MONUMENT PLACEMENT WAS OBTAINED BY THE TOWN OF BELOIT. INTERIOR MONUMENTS WILL BE PLACED WITHIN ONE YEAR OF THE RECORDING OF THE PLAT.

NORTHWEST CORNER OF SECTION 23 FOUND PARCEL CORNER MONUMENT IN PLACEMENT
15114
22123
22123

POINT OF COMMENCEMENT WEST CORNER OF SECTION 23 FOUND MONUMENT
22123
22123

PREPARED FOR:
MG RIVERSTONE LAND, LLC, 103, BELoit, WI 53511 (608) 312-2299
THIS PLAT WAS PREPARED BY:
NICHOLAS A. GRINDLEY, PROFESSIONAL LAND SURVEYOR NO. S-2988 101 WEST STEPHENSON STREET BELoit, WI 53511 (608) 785-7843

GRAPHIC SCALE IN FEET
100 0 100 FEET
DISTANCE UNITS BASED ON THE UNITED STATES SURVEY FOOT
KNOWN AS REFERENCED TO THE WISCONSIN COUNTY COORDINATE REFERENCE SYSTEM, ZONE ROCK VIA GPS OBSERVATION DATA COLLECTED ON 08/01/2025 AT SECTION 23 BEARING N 07° 00' 00" E

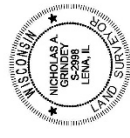
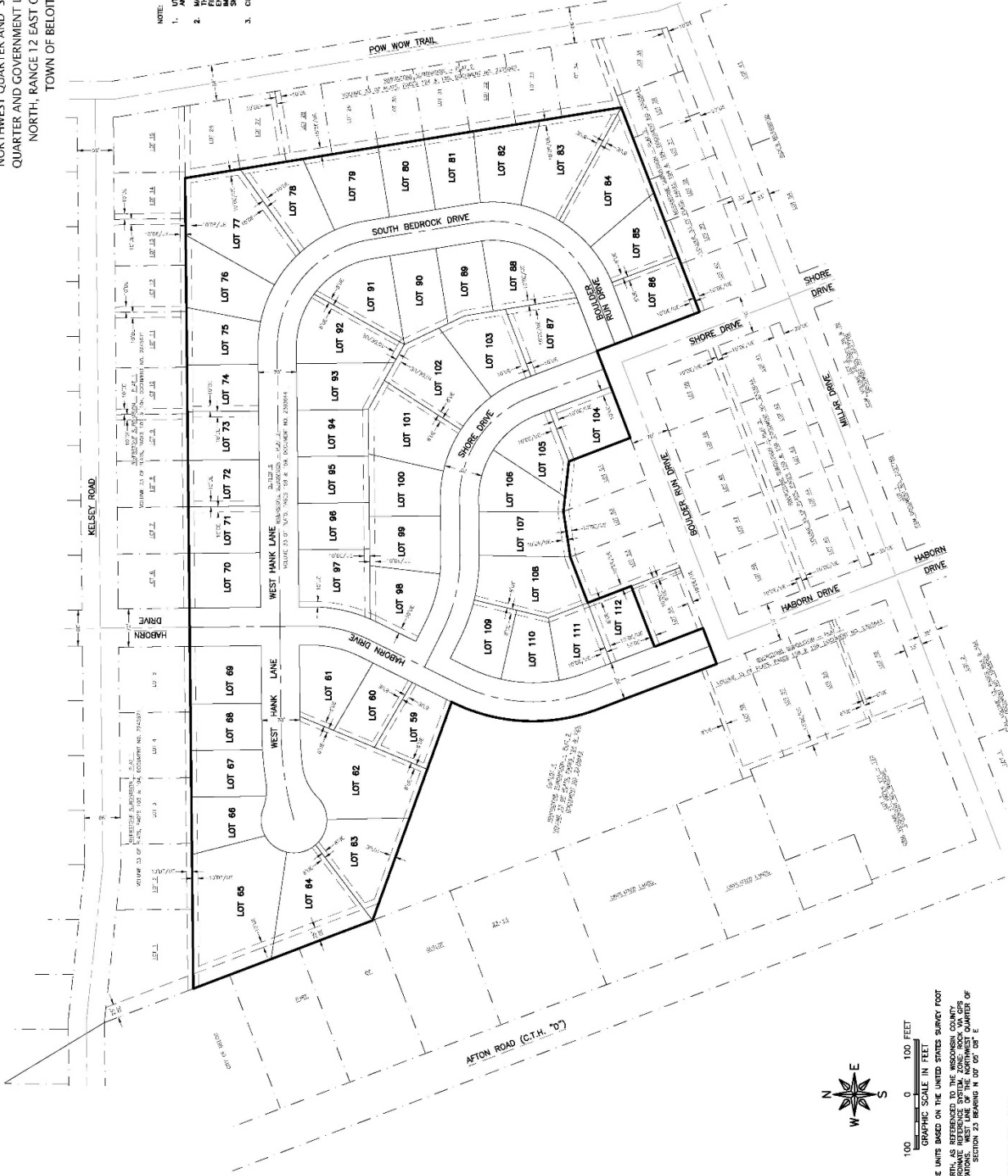
LEGEND:
● 3/4" OD IRON BAR, FOUND
■ 1-1/4" OD IRON BAR, FOUND
▲ 1" OD PIPE, FOUND
◆ 2-1/2" OD PIPE, FOUND
○ 1" OD IRON BAR, FOUND
□ 3/4" OD X 30" IRON BAR, 1.50 LBS./LIN. FT.
--- BOUNDARY LINE
--- EXISTING LOT/PARCEL LINE
--- RECORD INFORMATION
--- BUILDING SETBACK LIMIT
--- UTILITY EASEMENT
--- DE DRAINAGE EASEMENT
--- (XXX) BSL
--- UE
--- DE

15114
22123
22123

PLAT 4 OF 4
DATE: 6/11/2026
JOB NUMBER: 24-0028
FIELD WORK COMPLETED: 12/19/2025
FIELD DATE: DOWNTOWN, WI 53102

FINAL PLAT OF
RIVERSTONE SUBDIVISION – PLAT 4
 OUTLOT 6 OF RIVERSTONE SUBDIVISION – PLAT 3, BEING PART OF THE
 NORTHWEST QUARTER AND SOUTHWEST QUARTER OF THE NORTHWEST
 QUARTER AND GOVERNMENT LOTS 1 AND 2 OF SECTION 23, TOWNSHIP 1
 NORTH, RANGE 12 EAST OF THE FOURTH PRINCIPAL MERIDIAN,
 TOWN OF BELOIT, ROCK COUNTY, WISCONSIN

- NOTE:
- UTILITY EASEMENTS AS SET FORTH ARE FOR THE USE OF PUBLIC BODIES AND PUBLIC UTILITIES HAVING RIGHTS TO SERVE THE PLATTED AREA.
 - THE PLANNING BOARD HAS REVIEWED THE PLAT AND DETERMINED THAT THE PLAT COMPLIES WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND THE ZONING ORDINANCE. THE PLANNING BOARD'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE PLANNING BOARD'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.
 - CURVE DATA SHOWN ON SHEET 3.



There are no objections to this plat with respect to Sections 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wisconsin Statutes, as by the County Planning Agency.

Certified: _____, 2026

Department of Administration

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL
 LICENSE NUMBER: 104-102283

ILLINOIS
 IOWA
 WISCONSIN

LOT: W-231826250, ST. BEVERAGE, E. 6103, 28433333, 1943

NG RIVERSTONE LAND, LLC

DATE: 6/11/2026
 FIELD WORK COMPLETED: 12/16/2025
 FIELD DUL: DRAWN: MAA, CA/CC:

JOB NUMBER:
 237-253

SHEET NUMBER:
 2 OF 3



100 0 100 FEET

GRAPHIC SCALE IN FEET

DISTANCE UNITS BASED ON THE UNITED STATES SURVEY FOOT

ADJUSTED TO THE NATIONAL HORIZONTAL DATUM OF 1983 (NAD 83) USING THE NAD 83 TO NAD 2011 TRANSFORMATION. THE NAD 83 TO NAD 2011 TRANSFORMATION IS BASED ON THE NAD 83 TO NAD 2011 TRANSFORMATION. THE NAD 83 TO NAD 2011 TRANSFORMATION IS BASED ON THE NAD 83 TO NAD 2011 TRANSFORMATION.

SECTION 23, TOWNSHIP 1 NORTH, RANGE 12 EAST OF THE FOURTH PRINCIPAL MERIDIAN, TOWN OF BELOIT, ROCK COUNTY, WISCONSIN

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic:	Consideration of Resolution 2026-088, Approving Free Bus Fare for Riders Attending the 2026 Housing Resources Fair		
Date:	July, 7, 2026		
Presenter:	Teri Bown	Department:	Community Development

Overview/Background Information

The City of Beloit Equal Opportunities Commission (EOC) facilitated the development and coordination of a Housing Resources Fair, bringing together local housing providers, financial institutions, legal assistance organizations, nonprofit agencies, and community partners to provide residents with information on rental assistance, homeownership opportunities, fair housing resources, financial counseling, and community support services. The event will provide attendees with direct access to housing professionals, educational resources, and local programs designed to promote housing stability and increase awareness of available housing opportunities. This event is free to the public.

The Housing Resources Fair directly advances several recommendations identified in the 2024-2029 Analysis of Impediments to Fair Housing (AI) by increasing public awareness of fair housing rights, connecting residents with housing counseling and financial education, promoting homeownership opportunities, and providing information on rental assistance and other housing resources. The event also supports multilingual community outreach and strengthens partnerships among housing providers, legal services, financial institutions, and community organizations, helping to reduce barriers to fair housing access and improve housing stability for Beloit residents.

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

1. The Housing Resources Fair is scheduled for July 20, 2026 from 4:00pm - 6:30pm at Beloit Public Library.
2. Beloit Transit System (BTS) is requesting approval to provide free rides on its in-town fixed-route service for individuals traveling to and from the Housing Resources Fair.
3. BTS Bus Fares are as follows:
 - Regular = \$1.50
 - Senior, disabled, veteran = \$0.75
 - Students = \$0.50

Conformance with Strategic Plan

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

- | | |
|---|--|
| <input type="checkbox"/> Goal #1 - Safe and Healthy Neighborhoods | <input checked="" type="checkbox"/> Goal #4 - High Quality of Life |
| <input type="checkbox"/> Goal #2 - High Performing Organization | <input checked="" type="checkbox"/> Goal #5 - High Quality Infrastructure and Connectivity |
| <input checked="" type="checkbox"/> Goal #3 - Economic and Residential Growth | <input checked="" type="checkbox"/> Goal #6 - Enhanced Communications and Engagement |

Sustainability

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

This request supports social and economic sustainability by connecting residents with services that promote housing stability and equitable access to housing opportunities. These efforts help strengthen neighborhoods and foster long-term community well-being.

Policy Compliance

- | | |
|-------------------------------|---|
| Purchasing Policy Compliance: | <input type="checkbox"/> Complies with the City's Purchasing Policy |
| | <input checked="" type="checkbox"/> No City procurement of goods or services is contemplated by this action |
| Grant Policy Compliance: | <input type="checkbox"/> Complies with the City's Grant Policy |
| | <input checked="" type="checkbox"/> No City grant is contemplated by this action |
| Other City Policy Compliance: | <input type="checkbox"/> Complies with the applicable City Policy |
| | <input checked="" type="checkbox"/> No City Policy is applicable to this action |

Action Required/Recommendation

City staff recommends approval of Resolution 2026-088.

Fiscal/Budget Note

The potential loss in fare revenue will be minimal.

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, Fee Schedule for Beloit Transit System, and Housing Resources Fair flyer

Revised 04-26-2026

RESOLUTION 2026-088

**RESOLUTION APPROVING FREE BUS FARE
FOR RIDERS ATTENDING THE JULY 20, 2026 HOUSING RESOURCES FAIR**

WHEREAS, the Master Fee Schedule of the City of Beloit establishes the fares for the Beloit Transit System (BTS), including fares for adult, youth, and senior riders; and

WHEREAS, the City of Beloit Equal Opportunities Commission (EOC) has facilitated the coordination of a Housing Resources Fair, to be held on July 20, 2026 at the Beloit Public Library, to provide residents with information on housing resources, rental assistance, homeownership opportunities, fair housing, financial counseling, and community support services; and

WHEREAS, the Housing Resources Fair supports implementation of the City's 2024-2029 Analysis of Impediments to Fair Housing by increasing public awareness of fair housing rights, expanding access to housing resources and counseling, and connecting residents with organizations that promote equitable access to housing opportunities; and

WHEREAS, the EOC and Beloit Transit System desire to eliminate transportation barriers by providing fare-free transportation on its in-town fixed-route service to individuals traveling to and from the Housing Resources Fair, thereby improving access to this community event while promoting the safety, convenience, and accessibility of public transportation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby approves waiving the City Route Fees for Beloit Transit System outlined in the City of Beloit Master Fee Schedule and attached as Attachment A, for individuals traveling to and from the Housing Resources Fair on July 20, 2026, allowing passengers to ride at no charge for the purpose of attending the event, and authorizes the City Manager to effectuate the intent of this Resolution and protect the interests of the City, and to do all other things necessary and appropriate to implement and carry out the purposes of this Resolution.

Approved this 7th day of July, 2026.

CITY COUNCIL OF THE CITY OF БЕЛОIT

Kevin Day, President

ATTEST:

Rebecca Wallendal, City Clerk-Treasurer

Community Development - Transit

For questions or additional information: Phone: (608) 364-2870 E-Mail: makinenr@beloitwi.gov

Category/ Program	Fee Name	Unit	Fee Fee subject to tax, where applicable	Authority for Fee	Effective Date of Fee	Notes
BELOIT- JANESVILLE EXPRESS (BJE) FEES	Beloit – Janesville (BJE): Cash Fare - One Way	Each	\$3.50 Base Fare \$1.75 Senior/Disabled	Resolution – December 18, 2017	1/1/2018	<p>Senior Fare/Rate is offered to passengers 65 years of age and older.</p> <p>Disabled Fare/Rate is offered to passengers presenting a Medicare card and/or qualifying proof of disability(ies).</p>
	Paratransit Fare	Each	\$7.00			
	Beloit – Janesville (BJE): To Blackhawk Tech Cash Fare - One Way	Each	\$2.25 Base Fare \$1.10 Senior/Disabled			
	Beloit – Janesville (BJE): Ten Ride Pass-One Way	Each	\$30.00 Base Rate \$17.50 Senior/Disabled			
	Beloit – Janesville (BJE): To Blackhawk Tech Ten Ride Pass-One Way	Each	\$20.00			
CITY ROUTE FEES	City Route: Cash Fares	Each	\$1.50 Base Fare \$.75 Senior/Disabled/Veterans \$.50 K-12 Student	Resolution No. 2025-111 August 18, 2025	8/25/2025	<p>Senior Fare/Rate is offered to passengers 65 years of age and older.</p> <p>Disabled Fare/Rate is offered to passengers presenting a Medicare card and/or qualifying proof of disability(ies).</p> <p>Veteran Fare/Rate is offered to passengers presenting qualifying proof they have served in the active military, naval, or air service and discharged or released under conditions other than dishonorable.</p> <p>Student Fare/Rate is offered to passengers with proof of enrollment in K-12 at a public, private, charter, or home school, typically between the ages of 5 and 18. *****</p> <p>Weekly Fare Cap: For riders paying through the WisGO cashless fare system, fares are capped at the value of 9 rides per week, from 3:00 AM Monday to 2:59 AM the following Monday.</p> <p>Monthly Fare Cap: For riders paying through the WisGO cashless fare system, fares are capped at the value of 32 rides per month, from 3:00 AM on the 1st of the month to 2:59 AM on the 1st of the following month.</p>
	Paratransit Fare	Each	\$3.00			
	City Route: Passes - Ten Ride Punch Pass	Each	\$12.00			
	City Route: Tokens - Pack of 10 Tokens	Each	\$12.00			
	City Route: Tokens - Pack of 20 Tokens	Each	\$23.00			
	City Route: Tokens - Pack of 50 Tokens	Each	\$55.00			
	City Route: Vending Machine - 4 tokens	Each	\$5.00			
	City Route: Vending Machine - 8 tokens	Each	\$10.00			
	City Route: Vending Machine - 17 tokens	Each	\$20.00			
	City Route: Student Semester Pass	Each	\$85.00			
	Senior Fair	Each	Fee waived			

HOUSING RESOURCES FAIR

JULY 20, 2026 | BELOIT PUBLIC LIBRARY
605 ECLIPSE BLVD BELOIT, WI
4:00PM TO 6:00PM

Looking for housing resources, rental assistance, homeownership information, or community support services? Join us for a free community event connecting residents with local housing experts and service providers.

PRESENTORS



and many more community partners such as...



Refreshments will be Provided

EVENT ORGANIZED BY THE CITY OF BELOIT EQUAL
OPPORTUNITY COMMISSION AND COMMUNITY
ACTION

GONZALEZB@BELOITWI.GOV

608.364.6738

100 STATE STREET BELOIT, WI 53511

FERIA DE RECURSOS DE VIVIENDA

20 DE JULIO, 2026 | BELOIT PUBLIC LIBRARY
605 ECLIPSE BLVD BELOIT, WI
4:00 P.M.–6:00 P.M.

¿Busca recursos de vivienda, asistencia para el alquiler, información sobre cómo adquirir una vivienda o servicios de apoyo comunitario? Acompáñenos en un evento comunitario gratuito que conecta a los residentes con expertos locales en vivienda y proveedores de servicios.

PRESENTADORES



y muchos más socios comunitarios, tales como...



Se ofrecerá bocados

EVENTO ORGANIZADO POR LA COMISIÓN DE
IGUALDAD DE OPORTUNIDADES Y LA
ORGANIZACIÓN DE ACCIÓN COMUNITARIA DE LA
CIUDAD DE BELOIT.

 GONZALEZB@BELOITWI.GOV

 608.364.6738

 100 STATE STREET BELOIT, WI 53511

CITY OF БЕЛОИТ

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: HOME-ARP Agreement between the Rock County HOME Consortium; City of Beloit; Beloit Riverside Apartments, LLC; ACC Housing Development, LLC; and Lutheran Social Services of Wisconsin and Upper Michigan, Inc.

Date: July 7, 2026

Presenter: Julie Christensen

Department:

Community Development

Overview/Background Information

The Rock County HOME Consortium, which includes the Cities of Beloit and Janesville and Rock County, was awarded \$2,442,156 in HOME American Rescue Program dollars to provide homelessness assistance and supportive services. In 2022, the City entered into an Intergovernmental Agreement which awarded HOME-ARP funds to the Sixth Street project and two projects in Janesville. Since all three developments were denied tax credits, the Agreement indicated that the Consortium would select projects through a Request for Proposals process. This process has ultimately resulted in the Riverside Apartments project being awarded \$829,632 in HOME-ARP funds.

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

1. The Rock County HOME Consortium has approved the award of \$829,632 for the Riverside Apartments Project. \$679,632 will be used to construct 55 affordable rental units on the property located at 1865 Riverside Drive. \$150,000 will be awarded for supportive service funding.
2. There will be six units designated as HOME-ARP units for qualifying populations which include individuals and families who are homeless, individuals and families at risk of homelessness, individuals or families fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, and other populations for whom assistance would prevent homelessness or address the greatest risk of housing instability.
3. \$150,000 will be designated for supportive services to be provided by Lutheran Social Services, one of the responsible entities under this agreement. These services include housing search and counseling services, life skills training, mental health services, outreach services, case management, credit repair, landlord/tenant liaison services, and housing counseling.
4. Construction is expected to begin in July 2026 and be completed by the end of June 2027. Units are expected to be occupied in July 2027. There is a 15-year affordability period on a project of this size. The City has taken on all grant responsibilities for this project.
5. All funds must be expended by the end of 2029.

Conformance with Strategic Plan

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Goal #1 - Safe and Healthy Neighborhoods | <input type="checkbox"/> Goal #4 - High Quality of Life |
| <input type="checkbox"/> Goal #2 - High Performing Organization | <input type="checkbox"/> Goal #5 - High Quality Infrastructure and Connectivity |
| <input checked="" type="checkbox"/> Goal #3 - Economic and Residential Growth | <input type="checkbox"/> Goal #6 - Enhanced Communications and Engagement |

Sustainability

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

This development complies with Economic Sustainability by making decisions in an economically and fiscally responsible way.

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 of Resolution 2026-094 approving the HOME-ARP Agreement for the Riverside Apartments Project.

Fiscal/Budget Note

All City funds contributed to this project are either grant funds or TIF Housing funds.

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 has reviewed the HOME-ARP Grant Agreement and Resolution 2026-094, a five-party agreement between the Rock County HOME Consortium, City of Beloit, Beloit Riverside Apartments, LLC, ACC Housing Development, LLC, and Lutheran Social Services of Wisconsin and Upper Michigan.

Under the Agreement, the Owner, Developer, and LSS indemnify and hold harmless the Consortium and City; the City is not an indemnitor. Developer and LSS are required to carry workers' compensation and unemployment compensation coverage and a blanket fidelity bond equal to total Agreement funding, with proof submitted to the City. The Agreement carries a 15-year affordability period, requires funds to be expended by the end of 2029, and is governed by Wisconsin and federal law. Resolution 2026-094 authorizes the City Manager to execute the Agreement, with authority for the City Attorney to make non-material revisions to protect the City's interests before execution. No unresolved legal concerns were identified; approval as presented is recommended.

Attachments

Resolution 2026-094 and HOME-ARP Agreement

Revised 04-26-2026

RESOLUTION 2026-094

**RESOLUTION APPROVING A HOME-ARP GRANT AGREEMENT BETWEEN
THE CITY OF БЕЛОIT, ROCK COUNTY HOME CONSORTIUM,
БЕЛОIT RIVERSIDE APARTMENTS LLC, ACC HOUSING DEVELOPMENT LLC,
AND LUTHERAN SOCIAL SERVICES OF WISCONSIN AND UPPER MICHIGAN**

WHEREAS, the City of Janesville, the City of Beloit and the Rock County entered into a Mutual Cooperation Agreement under the HOME-ARP which defines the purpose, provisions, terms, and conditions upon which the HOME-ARP will be administered; and

WHEREAS, HOME-ARP funds are to be used to provide affordable rental housing, supportive services, and non-congregate shelter for qualifying populations as defined in HUD Notice CPD-21-10, including individuals and families experiencing homelessness, at risk of homelessness, fleeing domestic violence, dating violence, sexual assault, stalking, or human trafficking, or other populations where assistance would prevent homelessness; and

WHEREAS, the Developer has proposed building 55 affordable rental units, of which six (6) will be HOME-ARP units for qualifying populations at 1865 Riverside Drive, Beloit, WI, and to provide supportive services for 24 individuals living in those HOME-ARP units.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beloit, Rock County, Wisconsin, approves the attached HOME-ARP Grant Agreement between the Rock County HOME Consortium, City of Beloit, Beloit Riverside Apartments, LLC, ACC Housing Development, LLC, and Lutheran Social Services of Wisconsin and Upper Michigan.

BE IT FURTHER RESOLVED, that the City Manager of the City of Beloit be, and is hereby, authorized to execute the HOME-ARP Grant Agreement on behalf of the City of Beloit in substantially the form attached hereto, and authorizes the City Manager to execute said agreement or other document(s) on behalf of the City of Beloit, with such final revisions, corrections, and non-material 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, and to do all other things necessary and appropriate to implement and carry out the purposes of this Resolution.

Adopted this 7th day of July, 2026.

CITY COUNCIL OF THE CITY OF БЕЛОIT

Kevin Day, President

ATTEST:

Rebecca Wallendal, City Clerk-Treasurer

**HOME-ARP GRANT AGREEMENT
GRANT AGREEMENT BETWEEN THE ROCK COUNTY HOME
CONSORTIUM, CITY OF БЕЛОIT, БЕЛОIT RIVERSIDE APARTMENTS, LLC,
ACC Housing Development, LLC, AND LUTHERAN SOCIAL SERVICES OF
WISCONSIN AND UPPER MICHIGAN**

This Agreement is made by and between the **Rock County HOME Consortium**, 18 N. Jackson St., Janesville, WI, 53547 (hereinafter “Consortium”), **City of Beloit**, 100 State Street, Beloit, WI 53511 (hereinafter “City”, **Beloit Riverside Apartments, LLC**, 719 Jupiter Drive, Madison, Wisconsin 53718 (hereinafter “Owner”), **ACC Housing Development, LLC**, 719 Jupiter Drive, Madison, Wisconsin 53718 (hereinafter “ACC” or “Developer”) and **Lutheran Social Services of Wisconsin and Upper Michigan, Inc.**, 6737 W. Washington Street, Suite 2275, West Allis, WI 53214, (hereinafter “LSS”).

WHEREAS, the City of Janesville (hereinafter “Consortium”) is the Lead Agency of the Rock County HOME Consortium and has applied for and received funds from the U.S. Department of Housing and Urban Development under the HOME-American Rescue Plan (HOME-ARP) Program, CFDA 14.239; and

WHEREAS, the City of Janesville, the City of Beloit and the County of Rock County entered into a Mutual Cooperation Agreement under the HOME-ARP which defines the purpose, provisions, terms, and conditions upon which the HOME-ARP will be administered; and

WHEREAS, HOME-ARP funds are to be used to provide affordable rental housing, supportive services, and non-congregate shelter for qualifying populations as defined in HUD Notice CPD-21-10, including individuals and families experiencing homelessness, at risk of homelessness, fleeing domestic violence, dating violence, sexual assault, stalking, or human trafficking, or other populations where assistance would prevent homelessness; and

WHEREAS, the Developer has proposed building 55 affordable rental units, of which six (6) will be HOME-ARP units for qualifying populations at 1865 Riverside Drive, Beloit, WI, and to provide supportive services to 24 individuals living in those HOME-ARP units.

WHEREAS, the Consortium has reviewed the project, determined that it is consistent with the HOME-ARP Allocation Plan and CPD-21-10 requirements, and approved a forgivable loan in the amount of Eight Hundred and Twenty Nine Thousand and Six hundred and Thirty Two dollars and 00/100 Dollars (\$829,632) for the activities described herein;

NOW, THEREFORE, in consideration of the mutual promises, the sufficiency and value of which are hereby acknowledged, the parties hereto agree as set forth in Articles A through G, which are annexed and made a part hereof.

**ROCK COUNTY HOME CONSORTIUM
CITY OF JANESVILLE**

Unique Entity Identifier (UEI): M8LJHE6AJU15

By: _____
Jennifer Petruzzello Date
Neighborhood and Community Services Director

By: _____
Lorena Stottler Date
City Clerk Treasurer

CITY OF BELOIT

Unique Entity Identifier (UEI):

By: _____
Daniel Ortiz Hernandez Date
City Manager

By: _____
Rebecca Wallendal Date
City Clerk Treasurer

BELOIT RIVERSIDE APARTMENTS, LLC

Unique Entity Identifier (UEI): _____

By: Beloit Riverside Apartments MM, LLC, its Managing Member

By: ACC Housing Development, LLC, its Manager

By: _____
Scott Frank, Manager Date

ACC HOUSING DEVELOPMENT, LLC

Unique Entity Identifier (UEI): S6ANN5UGSTK7

By: _____
Scott Frank, Manager Date

LUTHERAN SOCIAL SERVICES OF WISCONSIN AND UPPER MICHIGAN

Unique Entity Identifier (UEI): P8A4N1A17JD3

By: _____
Tara Treglowne Date
Chief Operating Officer

**ATTACHMENT A:
Scope of Services / Statement of Work/Use of HOME-ARP Funds**

1. Purpose:

The Consortium agrees to provide up to **\$829,632** in HOME-ARP funding for the Riverside Apartments Project. The Developer shall use **\$679,632** for the construction of 55 affordable rental units at **1865 Riverside Drive, Beloit, WI**. The development will include 25 one-bedroom, 14 two-bedroom, and 16 three-bedroom units, of which **six (6)** will be designated as HOME-ARP units for qualifying populations. LSS will provide supportive services to residents of the HOME-ARP units. Supportive service funding in the amount of **\$150,000** shall support these services through 2029.

2. Eligible Uses:

Funds may be used only for construction and development costs necessary to meet 24 CFR § 92.251 property standards, HUD Housing Quality Standards, local building codes, applicable accessibility requirements, and for the supportive services described in Section 3.

3. Supportive Services:

LSS shall provide on-site or coordinated supportive services to qualifying households residing in the HOME-ARP units. Services shall be provided to a minimum of **twenty-four (24)** qualifying population participants. LSS shall document and report quarterly on households assisted, including race and ethnicity, household size, and household type. Each assisted household shall be counted once per reporting period, consistent with HOME-ARP requirements.

Supportive services may be provided to individuals and families who meet the definition of a qualifying population and are not already receiving these services through another program. Participants are eligible for supportive services while living in a HOME-ARP-assisted unit and during the period of performance under this Agreement.

LSS shall maintain documentation sufficient to demonstrate that all supportive services charged to HOME-ARP were provided to eligible participants. At a minimum, documentation shall include service type, date of service, staff provider, time spent, and the participant served. Aggregate and household-level records shall be retained as required by HOME-ARP recordkeeping standards.

LSS may provide any of the following supportive services to eligible individuals: Consistent with the requirements in this section:

(C) Housing Search and Counseling Services

Eligible costs include:

- Development of a housing search plan

- Housing search and tenant counseling
- Securing utilities and arranging moves
- Outreach to and negotiation with owners
- Assistance with rental applications and lease understanding
- Assessment of housing for HOME-ARP compliance
- Mediation with owners and landlords
- Credit counseling and assistance in obtaining credit reports
- • Other eligible housing counseling services under 24 CFR § 5.100 and § 5.111

Note: When housing services are incidental to broader case management, they are not considered “housing counseling” for certification purposes.

(D) Life Skills Training

Eligible costs include training in budgeting, money management, household management, conflict resolution, shopping, nutrition, and use of public transportation.

(E) Mental Health Services

Eligible services include:

- Outpatient treatment provided by licensed professionals
- Crisis intervention, counseling, and therapy
- Psychotropic medication management
- Therapeutic approaches addressing multiple issues

(F) Outreach Services

Eligible services include:

- Engagement and assessment
- Crisis counseling and immediate support
- Addressing urgent physical needs (e.g., meals, clothing, toiletries)
- Connecting participants to mainstream programs
- Publicizing available services
- Outreach worker transportation and communication costs

(G) Case Management

Eligible services include:

- Initial evaluation and eligibility documentation
- Counseling and service coordination
- Accessing federal, state, and local benefits
- Monitoring progress and conducting re-evaluations
- Safety planning for victims of domestic violence, sexual assault, stalking, or human trafficking

- Individualized housing and service planning

(H) Credit Repair

Eligible services include budgeting assistance, money management, access to credit reports, and resolution of credit issues. Debt payment or modification is not eligible.

(I) Landlord/Tenant Liaison Services

Eligible services include:

- Landlord outreach
- Inspections and rent reasonableness studies
- Application fee and security deposit assistance, with certain limitations
- Coordination with other eligible supports

(J) Housing Counseling

Eligible costs include staff salaries and overhead of HUD-certified agencies providing services listed in 24 CFR part 214, including pre-purchase homebuyer counseling.

4. Compliance Requirements:

Owner, Developer, and LSS shall comply at all times with all applicable HOME-ARP Program Regulations, Executive Orders, statutes, OMB Circulars, and related federal requirements, including any future revisions. While certain requirements are highlighted in this Agreement for emphasis, Owner, Developer, and LSS are responsible for remaining fully informed of all applicable regulations with respect to their respective roles and obligations hereunder and ensuring that all HOME-ARP-assisted units comply with those requirements.

5. Target Population:

HOME-ARP units shall be leased exclusively to qualifying populations as defined in CPD-21-10. LSS shall maintain written tenant selection policies and procedures consistent with fair housing requirements.

Qualifying populations include:

- individuals and families who are homeless, as defined at 24 CFR § 91.5;
- individuals and families at risk of homelessness, as defined at 24 CFR § 91.5;
- individuals or families fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and
- other populations for whom assistance would prevent homelessness or address the greatest risk of housing instability.

6. Tenant Selection and Referral Methods:

LSS shall fill all HOME-ARP-assisted units through referrals consistent with CPD-21-10. Referrals shall be made primarily through the Rock County Continuum of Care Coordinated Entry (CE) system. If CE cannot provide a sufficient number of eligible applicants, LSS may maintain a project-specific waiting list, administered chronologically or according to approved preferences. All tenant selection and referral methods must comply with fair housing, civil rights, and nondiscrimination requirements at 24 CFR § 5.105(a).

Eligibility is based solely on meeting one of the HOME-ARP definitions of qualifying populations. Initial income determinations are not required unless needed to calculate rent contributions or to meet another funding source requirement. LSS shall maintain written documentation verifying each household's qualifying-population status at initial occupancy, consistent with CPD-21-10.

7. Tenant Protections:

Lease term: The initial lease term shall be one (1) year.

Prohibited lease terms: Tenant leases may not include federally prohibited clauses described at 24 CFR § 92.253(b).

Continued eligibility: A qualifying household retains eligibility to occupy a HOME-ARP unit regardless of income increases or changes in qualifying-population status. Compliance is maintained so long as the household meets the qualifying definition at initial occupancy.

Termination of tenancy: An owner may not terminate or refuse to renew the lease of a HOME-ARP tenant except for serious or repeated lease violations, violations of applicable law, or other good cause. An increase in income does not constitute good cause. A household is considered unable to pay rent if it cannot pay more than 30 percent of its income toward rent, based on an income determination within the past 30 days. The owner must provide written notice at least thirty (30) days before termination or non-renewal, specifying the grounds for the action.

8. Designating HOME-ARP Units:

HOME-ARP units in this project are designated as floating units. The specific units must be identified no later than initial occupancy. During the affordability period, substitutions may occur as needed to maintain the required number of HOME-ARP units, provided each replacement unit is comparable in size, bedroom count, and features.

Floating units retain compliance regardless of tenant income changes. When a floating unit is vacated, that unit—or the next available comparable unit—must be rented to a qualifying household. If a household's income exceeds 80% CMI, the

owner is encouraged, but not required, to rent the next available unit to a qualifying household.

9. Affordable Housing Requirements and Maximum Rent Limits:

HOME-ARP units must comply with one of the following designation categories:

(A) LOW:

- Household income \leq 50% CMI at initial occupancy
- Income limit: Very Low-Income Limit from adjusted HOME-ARP limits
- Rent limit: LOW HOME-ARP rent limit (rent + utility allowance)
- HOME-ARP units for qualifying populations may not exceed the LOW HOME rent limits

(B) SUB:

- Household income \leq 30% CMI at initial occupancy
- Income limit: 30% Income Limits from adjusted HOME income limits
- Rent limit: The rent with utility allowance cannot be more than half of the 65% HOME rent limit

The rent for a HOME-ARP unit may not exceed the lesser of the LOW HOME-ARP rent limit or the HUD Fair Market Rent (FMR). The rental expectations for qualifying population units must be factored appropriately to include individuals who may be making zero income.

In all cases, rent may not exceed 30 percent of adjusted income for a household at or below 50 percent of the area median income, adjusted for bedroom size. HUD publishes HOME-ARP rent limits annually.

If utilities are paid by the tenant, rents must be reduced by the applicable utility allowance. The written lease should indicate the utilities that the tenant and owner are each individually responsible for. The Owner must document utility allowances annually, using the PHA schedule unless an alternative method is approved. Documentation of the utility allowance schedule used and the annual effective date shall be submitted to the City and maintained in the project compliance file.

The Owner shall verify HOME-ARP rent limits annually and shall provide the City with documentation demonstrating that HOME-ARP rents, including utility allowance deductions, do not exceed the applicable limits.

**ATTACHMENT B:
Period of Performance and Schedule**

Performance Period: May 1, 2026 – December 31, 2029, unless extended in writing by the Consortium and City. Construction is expected to conclude with occupancy by **June 30, 2027**. Supportive services will be provided to individuals residing in HOME-ARP-assisted units from initial lease-up through **December 31, 2029**.

Reporting Period	Accomplishments/Work Completed (estimated dates only)
Q2 2026 (4/1/26 – 6/30/26)	Execution of written Agreement: June Excavation: 6/1/26 – 6/15/26 Foundation: 6/15/26 – Wed 7/8/26
Q3 2026 (7/1/26 – 9/30/26)	Underground MEPs: Thu 7/9/26 – Wed 8/5/26 Pour slab at 1st floor: Thu 8/6/26 – Wed 8/19/26 Structural Steel: Thu 8/6/26 – Wed 8/12/26 Rough Framing: Fri 8/14/26 – Fri 11/27/26
Q4 2026 (10/1/26 – 12/31/26)	Roofing: Mon 11/30/26 – Wed 12/23/26 Doors and Windows: Mon 11/30/26 – Mon 12/21/26 Rough Mechanicals: Mon 12/7/26 – Tue 3/2/27 Electrical Rough-In: Mon 12/28/26 – Fri 1/15/27 Masonry: Tue 12/22/26 – Wed 2/3/27
Q1 2027 (1/1/27 – 3/31/27)	Electrical Rough-In 1/18/27 – 4/9/27 (4th → 1st floors) Siding 2/4/27 – 4/28/27 Insulation 1/18/27 – 3/12/27 (4th → 2nd floors) Drywall 1/26/27 – 3/25/27 (4th → 2nd floors) Tape & Finish 2/2/27 – 4/8/27 (4th → 2nd floors) Painting 2/19/27 – 2/22/27 (4th floor only) GypCrete 2/22/27 – 3/4/27 (4th & 3rd floors) Flooring 3/10/27 – 3/23/27 (4th floor) Carpentry Trim 3/24/27 – 4/15/27 (4th floor)
Q2 2027 (4/1/27 – 6/30/27)	Insulation 4/12/27 – 4/21/27 (1st Floor) Drywall 4/16/27 – 5/7/27 (1st Floor) Tape & Finish 4/26/27 – 5/13/27 (1st Floor) Painting 4/5/27 – 5/17/27 (3rd → 1st Floors) GypCrete 4/12/27 – 4/13/27 (2nd Floor) Flooring 4/7/27 – 6/1/27 (3rd → 1st Floors) Carpentry Trim 4/7/27 – 6/18/27 (3rd → 1st Floors) Carpet 4/30/27 – 6/23/27 (3rd → 2nd Floors) Granite Tops 4/30/27 – 6/23/27 (3rd → 2nd Floors) Elevator Install 4/21/27 – 6/23/27 HVAC Trim 4/27/27 – 6/22/27 Plumbing Trim 4/27/27 – 6/22/27 Electrical Trim 4/27/27 – 6/22/27

	Exterior Site Work 4/27/27 – 6/23/27 Curb & Sidewalks 4/27/27 – 5/17/27 Asphalt 5/18/27 – 6/1/27 Landscaping 5/18/27 – 6/23/27 Punchlist 5/18/27 – 6/25/27 Final Cleaning 6/8/27 – 6/28/27 Final Inspection 6/29/27 Occupancy 6/30/27
Q3 2027 (7/1/27 – 9/30/27)	Initial leasing period Expend \$15,000 to provide supportive services to 24 individuals
Q4 2027 (10/1/27 – 12/31/27)	Complete initial leasing period Expend \$15,000 to provide supportive services to 24 individuals
Q1 2028 (1/1/28 – 3/31/28)	Expend \$15,000 to provide supportive services to 24 individuals.
Q2 2028 (4/1/28 – 6/30/28)	Expend \$15,000 to provide supportive services to 24 individuals.
Q3 2028 (7/1/28 – 9/30/28)	Expend \$15,000 to provide supportive services to 24 individuals.
Q4 2028 (10/1/28 – 12/31/28)	Expend \$15,000 to provide supportive services to 24 individuals.
Q1 2029 (1/1/29 – 3/31/29)	Expend \$15,000 to provide supportive services to 24 individuals.
Q2 2029 (4/1/29 – 6/30/29)	Expend \$15,000 to provide supportive services to 24 individuals.
Q3 2029 (7/1/29 – 9/30/29)	Expend \$15,000 to provide supportive services to 24 individuals.
Q4 2029 (10/1/29 – 12/31/29)	Expend \$15,000 to provide supportive services to 24 individuals.

The Developer shall cause Owner to complete the Project substantially in accordance with approved plans, specifications, and the completion schedule. If grant funds are insufficient to complete the Project, the Developer shall ensure completion at its own cost. The Developer shall obtain all necessary permits for construction and occupancy. LSS shall be responsible for providing supportive services under this Agreement.

ATTACHMENT C:

Budget and Source of Funds [NOTE TO DRAFT: AWAITING FINAL BIDS, WHICH MAY IMPACT THIS PAGE; WILL BE UPDATED ASAP, BUT FOR NOW THIS REMAINS OUR CLOSEST ESTIMATE TO BUDGET]

The United States Government, through the American Rescue Plan Act of 2021, has created and funded the HOME-ARP Program (CFDA 14.239) to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations. The source of funds for this Agreement is the HOME-ARP allocation awarded to the Consortium.

Source of Funds	Amount
Tax Credit Investor Equity	\$10,318,440
Manager Equity	\$ 100
Permanent Financing – 1 st mortgage	\$ 952,331
City of Beloit TIF Funding	\$ 4,160,612
FHLB AHP	\$ 0
Rock County – ARPA Funding	\$ 989,000
HOME-ARP Construction Funds	\$ 679,632
HOME-ARP Supportive Service Funds	\$ 150,000
Deferred Developer Fee	\$ 147,022
Total Sources	\$17,397,137

HOME-ARP Funds are being provided in the form of a forgivable loan. The entire loan amount shall be forgiven following the 15-year affordability period, provided the terms and conditions of this Agreement have been met.

Use of Funds	Amount
Land/Entitlements	\$ 825,000
Hard Costs – Construction*	\$12,791,671
Construction Period Expenses	\$ 912,318
Permanent Financing Expenses	\$ 54,785
Architectural & Engineering	\$ 349,500
Tax Credit Fees	\$ 50,000
Operating Reserve	\$ 236,236
Supportive Services Budget/Reserve	\$ 300,000
HOME-ARP Supportive Services Reserve	\$ 150,000
Development Fee & Consulting Fee	\$ 1,375,000
Reports, Studies & Related Work	\$ 26,000
Other soft costs	\$ 326,627
Total Uses	\$17,397,137

* Includes HOME-ARP construction expenses of \$679,632

All expenditures must be eligible under HOME-ARP regulations and supported with documentation. Any change in the project budget that results in a variance of

more than **10%** in any budget category requires prior written approval from the Consortium and City.

**ATTACHMENT D:
Method of Payment and Disbursement of Funds**

1. General Requirements

All HOME-ARP funds under this Agreement shall be administered through the City of Beloit, City of Janesville and HUD IDIS data systems.

2. Reimbursement Basis

Project disbursements shall be made on a reimbursement basis. The Developer must submit a request for payment to the City of Beloit that includes:

- itemized invoices;
- proof of payment; and
- documentation demonstrating compliance with all applicable HOME-ARP requirements, including procurement standards.

3. Final Payment

The final request for payment must be submitted within thirty (30) days after the end of the Performance Period. The City or Consortium may withhold final payment until all reporting, documentation, and close-out requirements are satisfied.

4. Disbursement Process

All HOME-ARP funds under this Agreement will be provided as a grant to LSS. LSS will be obligated to use 100% of the grant proceeds to make a loan to Owner, on such terms and conditions as Owner and LSS mutually agree. Although LSS will receive funds under this Agreement, Developer is obligated to perform and comply with the obligations of this Agreement, other than the performance of the supportive services to be conducted by LSS.

ATTACHMENT E: Period of Affordability and Reporting Requirements

1. Affordability Period

The Developer, Owner, and LSS shall comply with all HOME-ARP affordability requirements with respect to the project for a period of **fifteen (15) years**, beginning on the date of project closing. Owner shall execute and record the required affordability covenant against the property as provided by the Consortium. Procedures for establishing initial rents and implementing rent increases are governed by HOME-ARP regulations.

2. Household Data Collection

For each household occupying a HOME-ARP–assisted unit, the Developer shall collect required characteristic data at initial occupancy or lease execution, whichever occurs first, and **annually thereafter**.

Required data include:

- household income;
- race and ethnicity;
- household size;
- age composition;
- special needs status; and
- military status.

All data must be reported on forms required or approved by the City.

3. Quarterly Progress Reports During Construction and Lease-Up

Quarterly reports to the City shall provide information on:

- percentage of construction completed;
- lease-up efforts;
- characteristics of HOME-ARP–assisted units; and
- supportive services delivered.

4. Supportive Services Reporting

For all HOME-ARP supportive services activities, LSS shall submit **quarterly reports**, due by the 30th day after the end of each calendar quarter.

Reports shall include:

- the number of homeless and non-homeless households assisted;
- the race and ethnicity of assisted households;
- household size; and
- household type.

LSS shall prepare and submit an **annual compliance certificate** to the City in a format approved by the City.

5. Recordkeeping Requirements

Developer and LSS shall maintain records of tenant income certifications, project rents, and property inspections for at least **seven (7) years** after the end of the affordability period.

6. Annual Performance Report

An annual performance report covering the period **October 1 – September 30** must be submitted by **October 31** of each year and continue until the end of the affordability period.

**ATTACHMENT F:
Notices**

All notices, demands, and communications regarding this Agreement shall be delivered in writing to the following representatives:

Rock County HOME Consortium

Jennifer Petruzzello, Neighborhood & Community Services Director
18 N Jackson St
Janesville, WI 53548
Email: petruzzelloj@janesvillewi.gov

Beloit Riverside Apartments, LLC

Hayden Frank, Director of Development
719 Jupiter Drive
Madison, WI 53718
Email: hfrank@oakparkplace.com

ACC Housing Development, LLC

Hayden Frank, Director of Development
719 Jupiter Drive
Madison, WI 53718
Email: hfrank@oakparkplace.com

Lutheran Social Services of Wisconsin and Upper Michigan

Dennis Hanson, Vice President
6737 W. Washington Street, Suite 2275
West Allis, WI 53214
Email: Dennis.Hanson@lsswis.org

**ATTACHMENT G:
Special Conditions
Articles 1-9
General Terms and Conditions**

ARTICLE I – GENERAL TERMS

A. Objectives / Scope of Work

The eligible activities under this Agreement are described in Attachment A. The Developer and LSS shall provide all personnel, equipment, and materials necessary to accomplish these activities, except as otherwise provided. All services shall be performed in accordance with applicable professional standards.

B. Period of Performance and Notices

Except for the Survival Requirements, the Performance Period is as defined in Attachment B. All notices, demands, and requests shall be submitted in writing to the addresses listed in Attachment F.

C. Source of Funding

The source of funding for this Agreement is outlined in Attachment C. Continuation of this Agreement is contingent upon the appropriation of funds. Termination due to non-appropriation shall occur without penalty.

D. Environmental Review

No HOME-ARP funds may be committed or disbursed until the **City of Beloit and City of Janesville**, as Responsible Entities, complete the environmental review required under 24 CFR Part 58 and receive HUD approval of the Request for Release of Funds (RROF). The Developer shall not undertake or commit any funds to physical or **choice-limiting actions, including** property acquisition or construction, before written environmental clearance. Violation may render the project ineligible for HOME-ARP funding.

E. Method of Payment and Budget

Payments shall be used exclusively for eligible expenses incurred during the Performance Period and shall not exceed the amounts stated in this Agreement. Final payment requests must be received within thirty (30) days of the end of the Performance Period or contract termination, unless otherwise provided in Attachment E. Final payment may be withheld until all reporting and close-out requirements are met.

F. Reporting Requirements

The Developer and LSS, as applicable, shall timely submit all required reports in accordance with Attachment E. Reporting obligations survive beyond the Performance Period until completed.

G. Notices

Notice requirements are described in Attachment F.

H. Special Conditions

Special Conditions applicable to this Agreement are included in this Attachment G.

I. Survival of Requirements

Unless otherwise authorized in writing, all terms and conditions of this Agreement shall survive the Performance Period and Period of Affordability and remain in effect until all obligations are fully performed and documented.

ARTICLE II – GENERAL CONDITIONS

A. General Compliance

Owner, Developer, and LSS shall comply with all applicable federal, state, and local laws, regulations, and requirements applicable to their respective obligations and roles under this Agreement. Funds shall supplement, not supplant, other available resources and may be used only for activities identified in Attachment C, attached hereto and incorporated herein as if fully set forth.

B. Independent Contractor

Nothing contained in this Agreement can be, is, or shall be construed in any manner as constituting employment by the Consortium or City of any person performing services for the Owner, Developer, or LSS, whether funded by this Agreement or by any and all other resources. The Consortium is providing grant monies to assist the Developer and LSS in providing services. The Developer and LSS are the sole providers of such services. No volunteers, staff, officers, directors, employees, nor any other person providing direct or indirect services through LSS shall be considered for any purpose whatsoever as an employee, agent, servant, staff, or volunteer of the Consortium or City.

The Consortium intends to provide a grant to LSS, which LSS will provide to the Owner as a loan, to fund the construction and supportive services set forth herein. No person performing or providing any service at any and all times while at Developer or LSS or on behalf of Developer or LSS or based upon referral from Developer or LSS shall be considered agents, servants, employees, or volunteers of the Consortium or City and shall be connected directly with Developer or LSS alone. No person engaged by Developer or LSS to perform services for any and all purposes under this Agreement shall be considered employees, servants, agents, or volunteers of the Consortium or City, irrespective of the party paying for such services.

Developer and LSS shall exonerate, indemnify, and hold harmless the Consortium and City and each and every of their elected and appointed officials, officers, employees, and agents from and against any and all losses, costs, damages, and/or expenses, directly caused by any act or omission of any employee, servant,

volunteer, or agent of the applicable indemnifying party in connection with the Project or services provided by the applicable indemnifying party. Developer or LSS agrees to defend the Consortium and City and each and every of their elected and appointed officials, officers, employees, and agents in any and all suit or suits that may be brought against the Consortium or City and/or any of their elected and appointed officials, officers, employees, and agents by reason of any and all such acts or omissions

C. Indemnification / Hold Harmless

Owner, Developer, and LSS shall hold harmless, defend, and indemnify the Consortium and City and their elected and appointed officials, employees, officers, administrators, and agents against any and all claims, actions, suits, charges, payments, awards, and judgments arising out of performance or non-performance by the applicable indemnifying party pursuant to this Agreement.

D. Workers' Compensation

Developer and LSS shall provide workers' compensation insurance as required by law.

E. Unemployment Compensation

Developer and LSS shall provide unemployment compensation coverage as required by law.

F. Insurance and Bonding

Developer and LSS, as applicable, shall maintain sufficient insurance to protect Agreement assets from loss due to theft, fraud, or damage, and shall obtain a blanket fidelity bond covering all personnel in an amount equal to the total Agreement funding. Proof of coverage and/or bond shall be submitted to the City.

G. Consortium and City Recognition

Developer, Owner and LSS shall ensure recognition of the Consortium, City and HUD as funding sources on all activities and publications supported through this Agreement.

H. Amendments

Amendments must reference this Agreement, be in writing, and be executed by authorized representatives. Amendments required by changes in law or funding may be made by the Consortium and shall become part of this Agreement when executed.

The Consortium may, in its discretion and as required by law, amend this Agreement to conform with changes in Federal, state, or local governmental guidelines, policies, and/or available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment.

I. Suspension or Termination

Prior to commencement of construction of the Project, either party may terminate this Agreement with thirty (30) days' written notice. Partial terminations and any purported termination after commencement of construction of the Project require prior written approval.

Any partial termination, with or without prior written approval of the Consortium and City, or any termination of any portion of this agreement, with or without prior written approval, may, at the Consortium's or City's discretion, constitute a default by Owner, Developer, and/or LSS, as applicable. Activities and requirements relating to reporting and closeout of the Agreement shall be completed by the Developer and LSS, as applicable with respect to their respective obligations under this Agreement, regardless of the reason for the termination or default. In the event either party terminates the agreement for convenience, the parties will follow 24 CFR § 85.44.

The Consortium or City may suspend or terminate the Agreement for noncompliance with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein, in addition to other remedies as provided by law.

In the event there is probable cause to believe Owner, Developer, or LSS is in noncompliance with any applicable rules or regulations, the Consortium or City may withhold any or all funds under this Agreement until such time as they are found to be in compliance by the Consortium and City or are otherwise adjudicated to be in compliance. In the event Owner, Developer, or LSS materially fails to comply with any term of the agreement, the Consortium will follow 24 CFR § 85.43 for suspension or termination.

ARTICLE III – ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Developer and LSS shall maintain an effective financial management system consistent with applicable federal requirements, which assures that there is sufficient segregation of accounting records pertaining to this program and Agreement. LSS agrees to comply with OMB Circular **2 CFR Part 215** and to adhere to the associated accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Document and Record-Keeping

1. Records to Be Maintained

Developer and LSS shall maintain detailed records for all activities, including activity descriptions, eligibility documentation, real property use, equal opportunity compliance, and financial documentation.

2. Retention

Records shall be retained for at least **seven (7) years** following the conclusion of all funded activities. Ongoing litigation, audits, or claims extend the retention requirement until final resolution.

3. Personal Property Records

Equipment acquired under this Agreement shall be inventoried, labeled, safeguarded, and maintained in accordance with federal property standards. Physical inventory shall occur at least once every two years.

4. Audits and Inspections

All Owner, Developer, and LSS, as applicable, records with respect to any matters covered by this Agreement shall be made available to the Consortium and City, their designees, or the Federal Government, at any time during normal business hours, as often as the Consortium, City, or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt. Failure to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments. Owner, Developer, and LSS hereby agree to have an annual agency audit conducted in accordance with current Consortium and City policy concerning Developer audits and, as applicable, OMB Circular **2 CFR, Part 200**, Subpart F. An audit is required for Developers that expend One million Dollars (\$1,000,000.00) in federal funds in a year.

5. Close-Outs

Obligations continue until all close-out activities are fully completed, including those required during the affordability period, and including final payments, disposition of assets, and custodianship of records.

C. Reporting and Payment Procedures

Payments are based on eligible expenses actually incurred and documented. Payments shall be made solely for eligible expenses actually incurred by the Developer and LSS and shall not exceed actual cash requirements. The Consortium or City may liquidate available funds for eligible costs incurred on behalf of the Developer or LSS and may withhold final payment pending satisfactory completion of reporting obligations.

D. Procurement

All procurement activities shall comply with City policy and **2 CFR Part 215**, Procurement Standards, incorporated herein as if fully set forth herein. Written bids are required for purchases of **\$5,000 or more**. Upon termination, all non-expendable property shall revert to the Consortium.

ARTICLE IV – PERSONNEL & PARTICIPANT CONDITIONS

A. Nondiscrimination and Equal Opportunity

Developer and LSS shall comply with all applicable civil rights and equal opportunity laws, including the Fair Housing Act, Title VI of the Civil Rights Act, Age Discrimination Act, Section 504 of the Rehabilitation Act, and applicable Executive Orders and regulations.

- The Fair Housing Act: It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States. No person shall be subjected to discrimination because of race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, or advertising of dwellings, in the provision of brokerage services, or in the availability of residential real estate-related transactions.
- Nondiscrimination in Federally Assisted Programs: Per the provisions of title VI of the Civil Rights Act of 1964 no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development.
- The Age Discrimination Act of 1975: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
- Section 504/Americans with Disabilities Act: The Developer agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794), to the effect that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development. This part also implements section 109 of the Housing and Community Development Act of 1974, as amended ([42 U.S.C. 5309](#)). This part does not effectuate section 504 as it applies to any program or activity conducted by the Department. Compliance with this part does not assure compliance with requirements for accessibility by physically handicapped persons imposed under the Architectural Barriers Act of 1968 ([42 U.S.C. 4151-4157](#); [24 CFR part 40](#)).
- Minority/Women Owned Business Enterprise: The Developer will use its best efforts to ensure minority firms, women's business enterprises, and labor surplus area firms are used when possible to participate in the performance of this Agreement.

Minority Business Enterprise (MBE) means a business enterprise that is at least 51 percent owned and controlled by one or more minority or socially and economically disadvantaged persons, such as U.S. citizens of Black, Hispanic, Asian-Pacific, or Native American descent. These individuals must also meet certain criteria related to experiencing prejudice or cultural bias. Such a disadvantage may arise from cultural, racial, chronic economic circumstances, or other similar causes.

Women's Business Enterprise (WBE) is an independent business concern that is at least 51 percent owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the U.S. or its territories; and whose management and daily operation is controlled by a woman with industry expertise.

- Ending Illegal Discrimination and Restoring Merit-Based Opportunity: The Developer will comply with E.O. 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," to prohibit discrimination in employment and contracting and reinforce merit-based opportunity based on individual qualifications rather than characteristics like race, sex, religion or national origin.

B. Section 3 Requirements

Developer shall comply with Section 3 of the Housing and Urban Development Act and 24 CFR Part 75 by directing employment and contracting opportunities to low- and very-low-income persons to the greatest extent feasible.

The work performed under this Agreement is subject to **Section 3 of the Housing and Urban Development Act of 1968**, as amended (12 U.S.C. § 1701u), which ensures that employment and other economic opportunities generated by HUD financial assistance are directed to low- and very-low-income persons, particularly HUD-assisted residents and local low-income residents. The Developer shall comply with all Section 3 requirements in **24 CFR Part 75**, including the standards in § 75.19 and the reporting requirements in § 75.25. By executing this Agreement, the Developer certifies that it has no contractual or other impediment preventing compliance. The Developer shall complete the City's Section 3 Recipient Compliance Form, include this Section 3 clause in every subcontract, and refrain from contracting with any entity known to be in violation of Part 75. Noncompliance with Section 3 may result in sanctions, termination for default, and debarment or suspension from future HUD-assisted contracts.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

C. Uniform Relocation Act

Developer shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C.

4601 et seq.) and implementing regulations at 49 CFR Part 24, as well as section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR Part 42, as applicable. No temporary relocation or permanent displacement of persons is anticipated with this project.

D. Affirmative Marketing

For all projects with five (5) or more HOME-ARP Assisted Units, the Developer will adopt and submit to the City for its approval, which must be obtained prior to occupancy, an appropriate affirmative marketing plan and procedures. Please see HUD-92243-PRA for explanation and guidance. [92243 \(Exp. 4-30-20\) rev.v1](#)

E. Landlord/Tenant Law

Developer shall comply with Wisconsin landlord-tenant laws, including Wis. Stat. Ch. 704 and Wis. Admin. Code Ch. ATCP 134.

F. Access to Records

Developer and LSS shall furnish any and all information and reports required hereunder and will permit access to its books, records, and accounts by the Consortium, City, HUD, or its agent, or other authorized Federal, State, or local officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

G. Employment Restrictions

Funds and personnel supported under this Agreement may not be used for political, sectarian, lobbying, or nepotism activities.

H. Conduct Requirements

The Agreement covers assignability, subcontracting procedures, competitive selection standards, monitoring, Hatch Act compliance, and conflict-of-interest restrictions as set forth in **2 CFR Part 215** and **24 CFR § 92.356**.

Owner, Developer and LSS shall not assign or transfer any interest in this Agreement without the prior written consent of the Consortium and City; provided, however, that claims for money due or to become due from the Consortium or City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Consortium and City.

Developer or LSS shall not enter into any subcontracts with any agency or individual in the performance of this Agreement or any term of this Agreement without the written consent of the City prior to the execution of such subcontract. Developer and LSS shall monitor any and all subcontracted services on a regular basis to ensure contract compliance. The results of any and all monitoring efforts

shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

Developer and LSS shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

Developer and LSS shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

Developer and LSS agree that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

I. Conflict of Interest

Owner, Developer, and LSS agree to abide by the provisions of 2 CFR, Part 215 with respect to conflicts of interest and covenants that it presently has no financial interest in and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Owner, Developer, and LSS further covenant that in the performance of this Agreement, no person having such a financial interest shall be employed or retained hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Consortium, City, or of any designated public agencies or Developers that are receiving funds under the HOME-ARP program. No person who is related to Developer or LSS may directly or indirectly bid upon or contract with the Consortium or City or receive any funds granted hereunder. HOME-ARP conflict of interest provisions, as stated in 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-ARP-assisted units. Developer and LSS agree to comply with the conflict-of-interest provisions at 2 CFR, Part 215, Section 215.42 in the procurement of property and services by Developers.

Upon request, the Consortium and City can make exceptions to this requirement after full disclosure and where the Consortium and City determines, in consultation with federal agencies, if necessary, that such exception is in the best interests of the State and is not contrary to State or Federal laws.

J. Lobbying Restrictions

Developer and LSS hereby certify that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal agreement, grant loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Developers shall certify and disclose accordingly; and

d. Lobbying Certifications - (Paragraph d)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

K. Copyright

If this Agreement results in any copyrightable material or inventions, the Consortium and City reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the work or materials for government purposes.

L. Religious Organizations

Developer and LSS agree that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with Federal regulations (24 CFR § 92.257).

M. Debarment and Suspension

Developer and LSS agree to comply with the non-procurement debarment and suspension common rule implementing E.O.s 12549 and 12689, "Debarment and Suspension," at 2 CFR, Part 215, Section 215.13. This common rule restricts subawards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

N. Drug-Free Workplace

Developer and LSS shall comply with the Drug-Free Workplace Act of 1988 (42 U.S.C. § 701) and the implementing regulations at 24 CFR part 24, subpart F.

Developer and LSS certify that they will maintain a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace is prohibited, and describing the actions that will be taken for violations.

b. Implementing an ongoing drug-free awareness program that informs employees about:

1. The dangers of drug abuse in the workplace;
2. The organization's drug-free workplace policy;
3. Available drug counseling, rehabilitation, and employee assistance programs; and
4. Penalties for drug-related violations in the workplace.

c. Requiring each employee engaged in work under this Agreement to receive the statement described in subsection (a).

d. Notifying employees that, as a condition of employment under the Agreement, the employee must:

1. Comply with the drug-free workplace statement; and
2. Notify the employer in writing of any conviction for a criminal drug statute violation occurring in the workplace within five (5) calendar days.

e. Notifying HUD in writing within ten (10) calendar days after receiving notice under subsection (d)(2) or otherwise learning of such a conviction. The notice shall include the employee's position title and the identification number(s) of each affected grant.

f. Taking appropriate personnel action within thirty (30) calendar days of receiving notice of a conviction, either by:

1. Imposing disciplinary action, up to and including termination; or
2. Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved by a federal, state, or local agency.

g. Making a good-faith effort to maintain a drug-free workplace through ongoing implementation of subsections (a) through (f).

h. **Place of Performance:** 1865 Riverside Drive, Beloit, Wisconsin.

ARTICLE V – ENVIRONMENTAL CONDITIONS

Developer agree to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the

procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

ARTICLE VI – SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE VII – BINDING EFFECT

Each provision of this Agreement shall extend to and shall, as the case might require, bind and inure to the benefit of the Parties to this Agreement and their respective heirs, legal representatives, successors, and assigns. Provided that this agreement shall not inure to the benefit of any assignee, transferee, or successor of LSS except upon express written approval and consent of the Consortium and City.

ARTICLE VIII – FAILURE TO PERFORM / WAIVERS / DEFAULTS

The Consortium and City reserves the right to suspend payment of funds if required reports are not provided on a timely basis or if performance of contracted activities is not evidenced. The Consortium and City further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced. Such failure to perform may be deemed by the Consortium to constitute default by the Developer or LSS.

No waiver of any default by the Developer or LSS shall be implied from any omission by the Consortium or City to take any action on account of such default if such default persists or is repeated, and no express written waiver shall effect any default other than the default specified in the expressed written waiver, and then only for the time and the extent therein stated. One or more waivers of any covenant, term, or condition of this Agreement by the Consortium or City shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The invalidity or unenforceability of any provision in this Agreement shall not affect or impair any other provisions.

Failure to fully perform any portion of the Agreement by Developer or LSS may, at the option of the Consortium or City, constitute a default under the Agreement. If the Consortium gives written notice of any default under this Agreement, the Consortium may, at its option, permit the Developer or LSS to cure any default within thirty (30) days after receipt of such notice, or if a non-monetary default reasonably requires more than thirty (30) days to cure, such additional period of time as may be reasonably necessary for Developer to cure such default using reasonable diligence. Nothing contained in this Agreement shall be construed to create any liability upon the Consortium or City for performance of any of the covenants and agreements under this Agreement.

Any default by the Developer or LSS may constitute grounds for termination of the Agreement by the Consortium or City. The Developer or LSS, notwithstanding any such default or termination, remains subject to the obligations of this Agreement

as demanded by the Consortium or City, to include, but not limited to, the obligations of record keeping, reporting, and closeout provisions of this Agreement.

In the event the Developer or LSS materially fails to comply with any term of the agreement, the Consortium and/or City will follow 24 CFR § 85.43 for suspension or termination.

ARTICLE IX – REMEDIES OF THE CONSORTIUM & CITY

The Developer or LSS, as applicable, shall pay upon demand all of the Consortium's or City's costs, charges, fees, and expenses, including reasonable attorney's fees, agents, consultants, and others retained by the Consortium or City, incurred in enforcing the Developer or LSS's obligations under this Agreement and/or incurred by the Consortium or City in any litigation in which the Consortium or City, without the Consortium or City's fault, becomes involved or concerned by reason of the existence of this Agreement or the relationship hereunder of the Parties.

ARTICLE X – ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this agreement.

ARTICLE XI – PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

ARTICLE XII – APPLICABLE LAW

The Laws of the United States of America and the State of Wisconsin shall govern the validity, performance, and enforcement of this Agreement.

**EXHIBIT A
LEGAL DESCRIPTION**

That certain real property located in 1865 Riverside Drive, Beloit, Rock County, Wisconsin and **more particularly legally described as follows:**

EXHIBIT B

Statement of Assurances – HOME-ARP Multifamily Program

I hereby assure and certify that:

1. **Legal Authority**
It possesses legal authority to apply for the Grant, enter into and be bound by this Agreement, and to execute the proposed program.
2. **Official Resolution**
Its governing body has duly adopted an action authorizing entry into and signing of the Grant Agreement and authorizing the identified representative to act in connection with the Grant Agreement and to provide additional required information.
3. **Access to Information**
It will provide residents with reasonable access to records regarding its HOME-ARP–assisted activities and management.
4. **Program Compliance**
It will comply with all applicable HOME-ARP Program requirements described in 24 CFR Part 92, as amended. The housing program funded under this Agreement will primarily benefit individuals and families who are Homeless or At Risk of Homelessness.
5. **Administrative and Financial Requirements**
It will comply with applicable requirements of 24 CFR Part 92 Subpart I.
6. **Project Requirements**
It will comply with all HOME-ARP project requirements under 24 CFR Part 92.
7. **Architectural Barriers**
It will comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.).
8. **Civil Rights**
It will comply with all applicable civil rights requirements, including:
 - Title VI of the Civil Rights Act of 1964 (24 CFR Part 1)
 - Fair Housing Act, as amended (24 CFR Part 100)
 - Section 109 of the Housing and Community Development Act (24 CFR §92.602)
 - Age Discrimination Act of 1975 (24 CFR Part 146)
 - Section 504 of the Rehabilitation Act (24 CFR Part 8; 24 CFR Part 100 Subpart D)
 - Executive Orders 11246, 11625, 12086, 12432, and 12138
 - 2 CFR §200.321 regarding MBE/WBE participation
9. **Employment / Section 3**
It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and 24 CFR Part 75.
10. **Displacement**
It has developed and adopted a residential anti-displacement and relocation assistance plan consistent with 24 CFR Part 92.
11. **Acquisition & Relocation**

It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act.

12. Labor Standards

It will comply with federal labor standards in 24 CFR §92.354 (Davis-Bacon, if triggered).

13. Environmental Clearance

It will comply with environmental requirements at 24 CFR Parts 50 and 58 and will not take choice-limiting actions prior to environmental clearance.

14. Conflict of Interest

It will comply with conflict-of-interest requirements in 24 CFR Part 92 and 2 CFR § 200.112 and will implement safeguards to prevent conflicts or the appearance of conflicts.

15. Lead-Based Paint

It will comply with the Lead-Based Paint Poisoning Prevention Act (24 CFR Part 35).

16. Energy Conservation

It will comply with the International Energy Conservation Code standards.

17. Lobbying Restrictions

It will comply with 24 CFR Part 87 and, if applicable, submit Standard Form-LLL.

18. VAWA Requirements

It will comply with the Violence Against Women Act requirements at 24 CFR Part 5.

19. Certifications

(A) It will not request more HOME-ARP funds than necessary.

(B) It will provide a drug-free workplace per the Drug-Free Workplace Act (2 CFR §182.635).

(C) Neither it nor its principals are debarred or suspended.

(D) Religious-affiliated entities will not use HOME-ARP funds for inherently religious activities.

(E) It has made reasonable efforts to maximize private-sector participation.

Beloit Riverside Apartments, LLC

By: Beloit Riverside Apartments MM, LLC, its Managing Member

By: ACC Housing Development, LLC, its Manager

By: _____ Date: _____

Scott Frank, Manager

ACC Housing Development, LLC

By: _____ Date: _____

Scott Frank, Manager

Lutheran Social Services of Wisconsin and Upper Michigan, Inc. (LSS)

By: _____ Date: _____

Tara Treglowne, Chief Operating Officer

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic:	Development Agreement between the City of Beloit and Beloit Riverside Apartments, LLC.		
Date:	July 7, 2026		
Presenter:	Attorney Elizabeth Krueger	Department:	City Attorney

Overview/Background Information

On December 18, 2023, the City Council adopted Resolution 2023-186, approving a Planned Unit Development (PUD) - Master Land Use Plan authorizing up to 110 multi-family residential units at 1865 Riverside Drive (Attachment D).

Beloit Riverside Apartments, LLC (the "Developer") now proposes to construct 55 of those units as an affordable housing project, with units income-restricted at 30%, 50%, 60%, and 80% of Rock County median income, financed in part with Wisconsin Housing and Economic Development Authority (WHEDA) Low-Income Housing Tax Credits (LIHTC).

The City has previously allocated tax incremental financing (TIF) funding to assist developers constructing affordable housing who are also receiving WHEDA LIHTC awards.

The proposed Development Agreement sets the terms under which the City will provide a \$4,160,612 TIF-funded development incentive loan to the Developer and establishes the Developer's public improvement, affordable housing compliance, and repayment obligations.

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

1. The City will provide a \$4,160,612 development incentive loan to the Developer, disbursed in two installments: \$1,040,153 within 30 days of building permit issuance, and \$3,120,459 within 30 days of the Project reaching 25% construction completion. The loan is evidenced by a Promissory Note and secured by a Mortgage on the property, subordinate to the Developer's senior construction/permanent lender, Lake Ridge Bank.
2. The loan does not accrue interest and repayment is deferred for 30 years. The City may forgive all or part of the loan, at the City's sole discretion, if the Developer maintains continuous compliance with the affordable housing and WHEDA LIHTC requirements for the full 30-year period. The Developer has no right to demand forgiveness.
3. The Developer must maintain WHEDA LIHTC compliance for the applicable compliance period and submit annual certifications to the City. The Agreement sets cure periods for noncompliance (60-120 days for minor noncompliance affecting 10% or fewer units; a City-approved corrective action plan for material noncompliance affecting more than 10% of units) and clawback provisions requiring full or partial loan repayment if noncompliance is not cured.
4. The Developer is responsible for designing, constructing, and installing all public improvements needed to serve the Project (water, sanitary sewer, streets, sidewalks, and stormwater management) at its own expense, consistent with the PUD conditions in Resolution 2023-186 and Ordinance 3817. The Developer must provide a letter of credit equal to 120% of estimated public improvement costs before a construction start date is approved.
5. The conditions precedent to the Agreement (execution by both parties, Developer financing commitment letters, and required City permits/approvals) must be satisfied by September 30, 2026, or the Agreement is null and void.

Conformance with Strategic Plan

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

<input checked="" type="checkbox"/> Goal #1 - Safe and Healthy Neighborhoods	<input type="checkbox"/> Goal #4 - High Quality of Life
<input type="checkbox"/> Goal #2 - High Performing Organization	<input type="checkbox"/> Goal #5 - High Quality Infrastructure and Connectivity
<input checked="" type="checkbox"/> Goal #3 - Economic and Residential Growth	<input type="checkbox"/> Goal #6 - Enhanced Communications and Engagement

Sustainability

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

This development supports Economic Sustainability by expanding the City's affordable housing stock and tax base, and Social Sustainability by providing income-restricted housing for a range of household income levels.

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 of Resolution 2026-095 approving the Development Agreement for the Riverside Apartments Project.

Fiscal/Budget Note

The \$4,160,612 development incentive loan is funded through tax incremental financing housing funds. The loan does not accrue interest and repayment is deferred for 30 years; the City may forgive all or part of the loan at its sole discretion if the Developer maintains full compliance with affordable housing requirements for that period.

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 has reviewed the Development Agreement, Promissory Note, and Mortgage. The Developer indemnifies the City for claims arising from the Project, including environmental contamination. The Note is a non-recourse obligation of the Developer, subordinate to Lake Ridge Bank as senior lender, and includes standard LIHTC investor protections (a standstill period and investor cure rights) requested by the Developer's tax credit investor, R4 RAWI Acquisition LLC.

Attachments

Resolution 2026-095 and Development Agreement

Revised 04-26-2026

RESOLUTION 2026-095

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF БЕЛОIT AND БЕЛОIT RIVERSIDE APARTMENTS LLC**

WHEREAS, on December 18, 2023, the City Council adopted Resolution 2023-186, approving a Planned Unit Development (PUD) - Master Land Use Plan authorizing up to 110 multi-family residential units at 1865 Riverside Drive; and

WHEREAS, the City has allocated tax incremental financing (TIF) funding to assist developers constructing affordable housing units within the City who are also receiving Wisconsin Housing and Economic Development Authority (WHEDA) Low-Income Housing Tax Credits; and

WHEREAS, the City and Developer have negotiated a Development Agreement under which the City will provide a development incentive loan of Four Million One Hundred Sixty Thousand Six Hundred Twelve Dollars (\$4,160,612) to the Developer, to be evidenced by a Promissory Note and secured by a Mortgage on the property, substantially in the forms attached hereto; and

WHEREAS, the City Council finds that the development of affordable housing at 1865 Riverside Drive and the execution of the Development Agreement, Promissory Note, and Mortgage are in the vital and best interests of the City and its residents; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beloit, Rock County, Wisconsin, approves the attached Development Agreement and that the City Manager of the City of Beloit be, and is hereby, authorized to execute the Development Agreement on behalf of the City of Beloit and to execute any other document(s) on behalf of the City of Beloit, with such final revisions, corrections, and non-material 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, and to do all other things necessary and appropriate to implement and carry out the purposes of this Resolution.

Adopted this 7th day of July, 2026.

CITY COUNCIL OF THE CITY OF БЕЛОIT

Kevin Day, President

ATTEST:

Rebecca Wallendal, City Clerk-Treasurer

DEVELOPMENT AGREEMENT

THIS AGREEMENT TO UNDERTAKE DEVELOPMENT entered into as of the ___ day of _____, 2026 (the “Agreement”), by and between the City of Beloit, a Wisconsin municipal corporation (the “City”), and Beloit Riverside Apartments, LLC, a Wisconsin limited liability company (the “Developer”).

RECITALS

WHEREAS, the City allocated tax incremental financing funding for the purpose of providing financing to assist developers in constructing affordable housing units within the City so long as those developers are also receiving Wisconsin Housing and Economic Development Authority Low Income Tax Credits (“WHEDA LIHTC”).

WHEREAS, the City desires to facilitate the development of certain property for purposes of affordable housing; and

WHEREAS, Developer proposes to develop the real property described in Attachment A in accordance with the Planned Unit Development, which would be an affordable housing project (the “Project”); and

WHEREAS, the City finds and determines that unless the City provides the affordable housing tax increment financing incentive payments described in this Agreement, Developer will not develop the Property, and the City will not accomplish the objectives of developing more affordable housing within the City; and

WHEREAS, the City finds that the development of the Property and the fulfillment of the terms and conditions of this Agreement are in the vital and best interests of the City and its residents, by expanding the tax base and creating affordable housing opportunities, thereby serving public purposes in accordance with state and local law; and

WHEREAS, as an inducement to Developer to develop the Property and otherwise facilitate the development of the Property, to make the development financially feasible, and to accomplish the goals of the City to increase affordable housing options, the City finds it appropriate to provide tax increment development incentive payments to reimburse project costs for the development of the Property as described in, and subject to the reservations contained in, this Agreement; and

WHEREAS, the City requires a development agreement to facilitate development of the Project; and

NOW, THEREFORE, in consideration of the Recitals and the mutual promises, obligations, and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, Developer and the City agree as follows:

Error! Unknown document property name.

A. DEFINITIONS. As used in this Agreement, the following terms shall mean:

1. Property. The property to be developed by the Developer, and as more particularly described in Attachment A.
2. Project. Developer's construction of the following:
 - a. A multi-family residential building of approximately 55 multi-family units that are income restricted at 30%, 50%, 60%, and 80% of the Rock County Median income levels.
 - b. All necessary Public Improvements to serve the development or otherwise deemed necessary by the City as provided in the Developer's approved Planned Unit Development and City Approval Conditions.
3. Plans and Specifications. Written plans and specifications, prepared by Developer in accordance with City Standards, approved by the City Engineer, and in conformance with the Planned Unit Development and City Approval Conditions, for the design, construction, and installation of Public Improvements.
4. City Approval Conditions. All City zoning, land division, and other requirements and conditions related to development of the Project, including the conditions and requirements described City Resolution 2023-186 and Ordinance 3817, incorporated herein as Attachment D.
5. Public Improvements. Those on-site and off-site public improvements needed to serve the Project, or otherwise deemed necessary by the City, including water and sewer utilities, stormwater management facilities, public roadways, and sidewalks.
6. City Administrative Costs. All reasonable third-party costs, including engineering, legal, planning, inspection, and financial consultant costs, incurred by the City relating to the creation and continuing and future administration of this Agreement, the drafting and negotiation of this Agreement and other agreements relating to the Project, and other reasonable costs incurred by the City in connection with the Project.
7. Investor. R4 RAWI Acquisition LLC, a Delaware limited liability company, its successors and/or assigns, the investor limited partner of Developer.

B. DEVELOPMENT INCENTIVE LOAN.

1. City Financed Loan. The City shall provide a development incentive loan to Developer in the amount of four million one hundred sixty thousand six hundred and twelve dollars (\$4,160,612) (the "Incentive Loan"), which shall be disbursed to the Developer in accordance with the terms of this Agreement for use in connection with the development of the Project and the reimbursement of certain eligible project costs. Upon the financial closing with a senior construction lender related to the Project, the parties will execute the promissory note substantially

in the form attached as Attachment B, and record the mortgage substantially in the form attached as Attachment C. The mortgage will be subordinate to Developer's senior lender's mortgage, if any. The City will negotiate in good faith to execute a subordination agreement with Developer's senior construction lender and Developer's senior permanent lender.

a. The Incentive Loan will be disbursed in two installments as follows.

- (1) The first installment disbursement will be \$1,040,153 and shall occur within 30 days after Developer obtains a building permit for the Project and Developer makes written request to the City for payment. If the City is unable to pay the first installment payment to the Developer within 30 days due to an event or circumstances beyond the City's reasonable ability to control, then the time for the City to pay the first installment of the Incentive Loan shall be extended until such time as the City can make said payments, however in no event later than 60 days after Developer satisfies the above corresponding conditions and makes written request for payment.
- (2) The second installment disbursement shall be \$3,120,459 and shall occur within 30 days after Developer provides to City written evidence, which may include a certificate by the Project's general contractor that the Project is 25% complete based on the hard construction costs included in the Project's budget as of the date hereof, and a written request by Developer to the City for payment of the second installment. If the City is unable to pay the second installment payment to the Developer within 30 days due to an event or circumstances beyond the City's reasonable ability to control, then the time for the City to pay the Incentive Loan shall be extended until such time as the City can make said payments, however in no event later than 60 days after Developer satisfies the above corresponding conditions and makes written request for payment.

b. The Incentive Loan will not accrue interest. If the Project is completed and both Incentive Loan disbursements have been made by the City, payments will be deferred until the date thirty years from the date of occupancy permit issuance. Developer shall then repay the Incentive Loan in full on the thirtieth anniversary of the occupancy permit issuance date, unless forgiven by the City. The City may forgive all or a portion of the Incentive Loan if the Developer has maintained continuous compliance with all affordable housing requirements under this Agreement and all WHEDA LIHTC requirements for the full thirty-year period. The decision to forgive all or any portion of the Incentive Loan shall be in the City's sole discretion, and the Developer shall have no right to demand forgiveness. In the event that the City makes the any disbursement of the Incentive Loan, but the Project has not obtained all occupancy permits within 30 months of the second Incentive Loan disbursement, (which period shall run concurrently with the completion deadline set forth in Section D.1), then Developer must repay the entire outstanding balance of the Incentive Loan within 30 days of the City requesting such repayment in writing.

c. The Developer's Lender may require the Developer to execute a Collateral Assignment of this Agreement. Such assignment shall require the prior written consent of the City. The City's consent may be conditioned upon the assignee's written assumption of all Developer obligations under this Agreement, including all affordable housing requirements, and demonstration of financial capacity to complete and operate the Project. The City's consent shall not be unreasonably withheld if such conditions are satisfied.

d. The Incentive Loan shall not be used or applied, in whole or in part, to the payment or reimbursement of any real, personal or other property taxes.

e. The Incentive Loan shall not be included in the computation of the City's constitutional debt limitation, because the Incentive Loan is limited and conditional, and no taxes have been or will be levied for its payment or other taxes pledged to its payment. Nothing in this Agreement shall be deemed to change the nature of City's obligation from a limited and conditional obligation to a general obligation.

C. AFFORDABLE HOUSING COMPLIANCE; CURE; CLAWBACK.

1. Compliance Standard. Developer shall maintain the Project in compliance with all applicable WHEDA LITHC requirements for the duration of the WHEDA LITHC compliance period and any extended use period. For purposes of this Agreement, the Project shall be deemed in compliance with its affordable housing obligations so long as it remains in compliance with WHEDA LITHC requirements applicable to the Project, including income and rent restrictions at the levels set forth in the Developer's WHEDA LITHC application and allocation.

2. Annual Certification. Developer shall provide to the City, no later than March 31 of each calendar year, a written certification of the Project's compliance with WHEDA LITHC requirements for the preceding calendar year. The certification shall include:

- a. confirmation that the Developer has not received any notice of noncompliance from WHEDA;
- b. a summary of unit occupancy by income tier; and
- c. a copy of the most recent WHEDA compliance monitoring report, if any.

Developer shall notify the City in writing within fifteen (15) days of receiving any notice of noncompliance or proposed adverse action from WHEDA.

3. Cure Period. In the event that the Project fails to meet the affordable housing compliance standard set forth in subsection 1., the following cure provisions shall apply:

- a. *Minor Noncompliance.* If ten percent (10%) or fewer of the Project's total units are out of compliance with applicable income or rent restrictions, Developer shall have sixty (60) days from the earlier of (i) written notice from the City, or (ii) Developer's

actual knowledge of the noncompliance, to cure the noncompliance. Cure may be accomplished by bringing the noncompliant units into compliance or by designating replacement units that satisfy the applicable income and rent restrictions. If the noncompliance is of a nature that cannot reasonably be cured within sixty (60) days, Developer shall have up to one hundred twenty (120) days to cure, provided that Developer has commenced cure efforts within the initial sixty-day period and is diligently pursuing completion of the cure.

b. *Material Noncompliance.* If more than ten percent (10%) of the Project's total units are out of compliance with applicable income or rent restrictions, Developer shall have thirty (30) days from the earlier of (i) written notice from the City, or (ii) Developer's actual knowledge of the noncompliance, to submit a written corrective action plan to the City for approval. The corrective action plan shall describe the nature of the noncompliance, the proposed cure, and a timeline for completion not to exceed one hundred eighty (180) days from the date of the plan. The City shall approve or reject the corrective action plan within fifteen (15) business days. Approval shall not be unreasonably withheld if the plan demonstrates a reasonable likelihood of restoring full compliance.

c. WHEDA-Directed Adjustments. Notwithstanding subsections a. and b., any change in unit rent levels or income targeting that is required or expressly authorized by WHEDA as part of the Project's WHEDA LITHC compliance shall not constitute noncompliance under this Agreement, provided that Developer notifies the City of any such change within thirty (30) days and provides documentation of the WHEDA directive or authorization.

4. Clawback. Developer shall promptly repay the entirety of the Incentive Loan upon the occurrence of any of the following:

a. Developer fails to cure a noncompliance within the applicable cure period set forth in subsection 3., including any approved extension and the City demands repayment in writing;

b. Developer's WHEDA LITHC allocation is revoked or terminated due to Developer's acts or omissions;

c. Developer fails to submit a corrective action plan as required under subsection 3.b., or the City reasonably rejects a corrective action plan and Developer fails to submit a revised plan within fifteen (15) days of the rejection; or

d. Developer voluntarily converts any units from affordable to market-rate without WHEDA authorization and City consent.

5. Partial Clawback. Notwithstanding subsection 4., if Developer cures noncompliance after the applicable cure period but before the City has demanded full repayment, the City may, in its sole discretion, impose a partial clawback proportional to the number of noncompliant units and the duration of noncompliance, calculated as follows: (Incentive Loan

amount) × (number of noncompliant units / total Project units) × (months of noncompliance / total months in the WHEDA compliance period). The City's acceptance of a partial clawback does not waive its right to demand full repayment upon any subsequent noncompliance event.

6. City's Right to Inspect and Audit. The City shall have the right, upon reasonable notice of not less than five (5) business days, to inspect the Project and audit Developer's records relating to tenant income certifications, rent rolls, and WHEDA compliance documentation. Developer shall cooperate with any such inspection or audit and shall make records available at a reasonable time and place.

D. DEVELOPER OBLIGATIONS.

1. Timely Proceed With Private Development. Developer shall use good faith efforts to construct the Project during 2026-2027 such that the economic development, affordable housing, and other benefits cited in this Agreement are actually derived by the City and other taxing jurisdictions. Developer shall complete the Project within 24 months of the City issuing a building permit for the Project.

2. Public Improvements. The Developer shall design, construct, and install all Public Improvements as shown in the Planned Unit Development, City Approval Conditions, and in accordance with Plans and Specifications. The Developer's obligation to complete the Public Improvements will arise once the execution of this Agreement has occurred and the City Engineer has approved the Developer's Plans and Specifications. Developer's obligation will be independent of any obligations of the City contained herein, and will not be conditioned on the commencement of construction.

a. *City Approval of Starting Dates.* No land disturbance or work on the Project can begin until approved by the City Engineer. Following that approval, the Developer shall submit a starting date and schedule to the City Engineer for approval a minimum of seven (7) calendar days before work is scheduled to begin. A starting date will not be approved until the Financial Security Instrument (defined below) required by this Agreement has been furnished to the City. Notwithstanding the foregoing, the City Engineer may authorize commencement of clearing and grading activities prior to approval of a start date if an erosion control plan has been approved and erosion control measures are in place. Any grading work commenced prior to approval of a start date is at Developer's risk, and may need to be changed based on final approved Plans and Specifications. No early commencement of land disturbing activities will be allowed unless permission is issued in writing by the City Engineer.

b. *Time of Completion.* All Public Improvements shall be completed within twelve (12) months after the approved start date. Any work which is not completed within twelve (12) months of commencement may be completed by the City at the City's option and charged to the Developer's Financial Security Instrument.

c. *Costs of Project.* The Public Improvements will be designed, constructed, and installed by the Developer at the Developer's sole expense. The City shall not be responsible for any costs or charges relating to the Project or this Agreement, except those specifically enumerated and agreed upon in this or subsequent written, signed agreements between the Developer and the City.

d. *Contractors Engaged by Developer.* The Developer shall perform all work to the standards required by the City, and shall comply with every requirement of the City's Code of Ordinances and standards of construction in performing such work. The Developer shall furnish the City Engineer with the names of all known contractors and subcontractors, with the classification of work they will perform, at or before a preconstruction meeting between Developer and the City, and shall update such information as construction progresses.

e. *Specifications for Public Improvements.*

(1) *Grading Plan.*

- (a) Grading for the Project shall be in conformity with a grading plan approved by the City Engineer.
- (b) Upon completion of grading, the Developer shall submit to the City Engineer record drawings identifying the grades as established by the Developer. The Developer shall provide the City with the general contractor's certification that the grades on the record drawings are in conformance with the final approved grading plan.
- (c) The Developer shall obtain an erosion control permit pursuant to the City's Code of Ordinances prior to grading, excavating, or other land disturbing activities.

(2) *Street Public Improvements.*

- (a) The Developer shall construct all streets, including gravel base, and install the curb and gutter in accordance with the construction standards of the City. The Developer must apply for and obtain a right-of-way permit from the City Engineer before any work is performed within the City's rights-of-way.
- (b) The City Engineer shall determine whether the Developer will be required to remove unsuitable subbase material and to replace and compact such subbase material with suitable material, in order to ensure the quality of the street construction.

- (c) Developer shall grade and surface those streets, install concrete curb and gutters and concrete driveway aprons as required by the City.
- (d) The second course of asphalt shall be constructed no later than November 15 of the second calendar year following construction of the first course of asphalt. The City shall have no responsibility to accept dedication of, plow, or otherwise maintain any street that has not been fully completed, including the final asphalt lift.
- (e) Construction of pavement, concrete curb and gutters, and concrete aprons shall not occur at any time when the outside temperature is such that construction of such work would not be in conformance with the latest edition of the Standard Specifications for Highway and Structure Construction in Wisconsin.

(3) *Sidewalks and Pathways.*

- (a) The Developer shall construct and install sidewalks and pathways in accordance with the Plans and Specifications approved by the City Engineer. Improvements in the right-of-way shall be constructed in full compliance with Public Right-of-Way Accessibility Guidelines (PROWAG) and improvements outside the right-of-way shall be in full compliance with Americans with Disabilities Act (ADA).
- (b) The Developer must apply for a right-of-way permit before any work is performed within the City's rights-of-way. Construction of sidewalks and pathways shall not occur at any time when the outside temperature is such that construction of such work would not be in conformance with the latest edition of the Standard Specifications for Highway and Structure Construction in Wisconsin.
- (c) Developer shall construct and install a five-foot pedestrian path connecting the east building of the Project to the existing Newfield Drive sidewalk.
- (d) Developer shall dedicate a 10-foot easement within the Property to the City along Riverside Drive, in a location mutually agreeable to the parties, consistent with the City's 2017 Pedestrian/Bicycle Plan.

(4) *Sanitary Sewer Collection.*

- (a) The Developer shall furnish, construct, and install sanitary sewer facilities to serve the Project in accordance with Plans and Specifications prepared by the Developer and approved by the City Engineer.
- (b) All sanitary sewer main and lateral construction shall be completed prior to the application of aggregate base and the first course of asphalt street pavement.
- (c) No installation of sanitary sewer shall commence until Plans and Specifications have been approved by the City Engineer and the Wisconsin Department of Natural Resources as it requires.
- (d) Developer must extend sanitary sewer mains from the existing City main within Riverside Drive along the north side of the Property. The location of this extension will be finalized upon agreement between the City Engineer and Developer.
- (e) If the City requires that any sanitary sewer main must be larger than 10-inches in diameter, the City shall reimburse the Developer for the difference between the material cost of the larger sanitary sewer pipe and the cost of a 10-inch diameter sanitary sewer pipe

(5) *Water Distribution.*

- (a) Water distribution infrastructure shall be installed with mains, hydrants, tees, valves, crosses and related appurtenances and water service laterals in accordance with Plans and Specifications prepared by Developer and approved by the City Engineer.
- (b) The Developer shall install water service laterals to serve the Project.
- (c) All water main and lateral construction shall be completed prior to the application of aggregate base and the first course of asphalt street pavement.
- (d) No installation of water main shall commence until Plans and Specifications have been approved by the City Engineer and the Wisconsin Department of Natural Resources as it requires.

- (e) If the City requires that any water main must be larger than 8-inches in diameter, the City shall reimburse the Developer the difference between the material cost of the larger water main and the cost of an 8-inch diameter water main.
 - (f) Water mains shall be materials meeting the requirements of the City's Utility Specifications.
 - (g) Developer shall extend water main from the current dead ends on the southeast corner of the site on Riverside Drive and the northeast corner of the site on Bayliss Avenue to loop the water system. The route of water main requires prior approval by the City Engineer.
- (6) *Storm Sewer and Storm Water Management Facilities.*
- (a) Developer shall design and construct all stormwater management infrastructure to be connected to the City's existing public stormwater management system. If the City's existing public stormwater management system lacks sufficient capacity for the added stormwater from the completed Project, the Developer shall upsize the existing system or construct new systems to accommodate the additional stormwater to the satisfaction of the City Engineer. The minor system of storm sewer pipes and inlets are required to be designed to safely convey peak flows from the 10-year 24-hour design rainfall event. The major system of stormwater collection and conveyance facilities are required to be designed to safely convey peak flows from the 100-year 24-hour design rainfall event. Depending on specific site conditions and other requirements as determined by the City Engineer the capacities for either the minor or major system may be greater.
 - (b) All storm sewer construction shall be done in accordance with construction standards of the City and shall be completed prior to the application of the first course of asphalt street pavement.
 - (c) All storm water management facilities shall be constructed as provided in the approved storm water management plan for the Project.

(7) *Easements and Utility Service.* All utilities serving the Project including, but not limited to, electric power, natural gas, communications facilities, telephone and cable, shall be installed underground. Except as otherwise provided

in this Section, all utility equipment, appurtenances, conduits, lines and structures, electrical power, cable, communications facilities, and telephone shall be installed within the right of way or within easements alongside of the rear lot line and shall not be permitted in the front yard without written approval by the City.

(8) *Fencing and Debris Removal.* The Developer shall remove all interior fences and posts on the Project Property, and shall remove all man-made debris on lands to be dedicated to the public, or which are public at the time of execution of this Agreement.

(9) *Excess Fill Materials.* If excavations result in excess fill, and the Developer uses such fill materials on the Property, the Developer shall be solely responsible for the location and method of placement of such material. Although such fill materials shall be leveled and graded as required by this Agreement, neither the City, the City Engineer, nor the employees or agents of either, shall be responsible for the location, method of placement, type, or degree of compaction of any materials placed on private property.

(10) *Street Signs.* The City shall purchase and install street name identifier signs and traffic control signs. The Developer shall reimburse the City for the costs of purchasing such signs.

(11) *Street Trees.* The Developer shall plant trees within the terrace area of public rights-of-way. The species and size of trees and locations where trees are to be planted shall be approved by the City's Public Works Director. Developer shall maintain trees in a healthy condition for one year after acceptance. Developer shall replace any trees that die or are not healthy within the guarantee period.

(12) *Street Lights.* The Developer shall, at Developer's sole expense, install street lights along all dedicated streets. The street lights shall be designed and spaced in accordance with the Plans and Specifications approved by the City Engineer prior to installation. The City shall, in good faith, consider and approve the use of precast light pole foundations, provided the Developer secures said approval during the plan review and approval process, and so long as they meet or exceed the construction requirements of the City's poured-in-place concrete foundation requirements. The design and appearance of the street lights shall be consistent with other street lights located throughout the City and the cost of maintaining the street lights shall not exceed the cost incurred by the City for maintaining other similar street lights.

(13) *Survey Monuments.* The Developer shall install all survey monuments within the Property in the manner required by law within the time required by law.

3. Developer to Reimburse City Administrative Costs. The Developer shall reimburse the City for City Administrative Costs. The City shall bill the Developer monthly for City

Administrative Costs. Bills outstanding for more than 30 days shall accrue interest at the rate of 1 and 1/2 percent per month. The City may draw upon the Financial Security Instrument for bills outstanding for more than 90 days. The City may order the suspension of work on the Project if bills are outstanding for more than 60 days. Upon request and subject to any applicable limitations of privilege, the Developer may inspect the books and records of the City relating to invoices. Developer shall pay all fees and costs required by City ordinance or by this Agreement. Such fees and costs include, but are not limited to fees and costs for permits for building, plumbing, HVAC for new residential buildings, application fees, inspection fees, and right-of-way permit and erosion control permit fees.

4. Licenses/Permits. Developer is responsible for obtaining all licenses, permits, and authority necessary to perform its obligations under this Agreement, and for abiding by any City Approval Conditions, including the conditions imposed by the Planned Unit Development.

5. Insurance. Developer shall maintain in effect and furnish to the City evidence of insurance and proof of payment of premiums as follows:

a. *During Construction.* During the process of construction of the Project, Developer shall obtain policies of builder's risk completed value non-reporting form of fire and extended coverage, vandalism and malicious mischief hazard insurance naming the City as an additional insured and covering the Project in at least the amount of the estimated cost of replacement of the Project, with loss payable endorsements in favor of the City up to the amount of the first Loan Incentive disbursement, with provision that such coverage will not be terminated without 30 days prior written notice to the City.

b. *After Completion.* After completion of construction of the Project, Developer, and its successors and assigns, shall keep the Project adequately insured against loss or damage occasioned by fire, extended coverage perils (to specifically include coverage for wind, storm and similar natural disaster and hazards) in an amount not less than the full replacement cost of the Project, which shall remain in effect for thirty years following issuance of the occupancy permit. All insurance policies obtained to satisfy this requirement shall include a provision that they shall not be terminated, amended or canceled without at least 30 days prior written notice to the City. If any portion of the Project is substantially damaged or destroyed by fire, wind, storm, mold, bacteria or any other cause prior to the end of the Term of this Agreement, as provided in Section J.21, Developer shall promptly rebuild or repair the damaged or destroyed portions of the Project. Any insurance policies shall list the City as an additional insured, and the City shall be entitled to collect an amount up to the outstanding Incentive Loan balance from insurance proceeds if Developer does not rebuild or repair damaged portions of the Project. Developer shall use commercially reasonable efforts to maintain insurance coverage sufficient to satisfy both the Developer's first mortgage lender's requirements and the City's interest under this Agreement. Developer shall provide the City with a certificate of insurance from its insurance carrier evidencing the required coverage not later than 30 days after the initial effective date thereof and upon each renewal.

E. ACCEPTANCE AND GUARANTEE OF PUBLIC IMPROVEMENTS.

1. Acceptance. After Public Improvements have been installed and completed, and within forty-five (45) days after receiving written notice that the Developer desires the City to inspect such Public Improvements, the City Engineer shall inspect the Public Improvements. If the Public Improvements comply with all state and City requirements, the City will accept dedication of the Public Improvements. Before acceptance of any such Public Improvements, the Developer shall do all of the following:

- a. Present to the City valid lien waivers from all persons providing materials or performing work on the Public Improvements for which acceptance is sought.
- b. Provide electronic as-built drawings to the City Engineer in file formats acceptable to the City Engineer. "As-built" plans must verify storm water basin volumes and contain a statement certified by a professional engineer that the storm water improvements were constructed in accordance with the approved storm water plans and calculations. "Sewer Lateral Cards" and "Water Service Cards" shall be completed and submitted to the City prior to any building permits being issued.
- c. Provide to the City all information regarding such Public Improvements that the City requests to comply with GASB 34.

Acceptance by the City does not constitute a waiver by the City of the right to draw funds under the Financial Security Instrument because of defects in or failure of any Public Improvements that are detected or which occur following such acceptance.

Public Improvements will not be accepted by the City until all outstanding City Administrative Costs have been paid in full. Sanitary sewer and water main and service laterals shall not be accepted until a complete breakdown of all construction, engineering, and administrative costs incurred by the Developer is submitted to the City Engineer. Water system infrastructure shall not be accepted until a bacteriologically safe water sample is obtained and tested by a certified agency. The Developer shall be responsible to flush the mains, obtain the samples, and have all tests completed as may be required for the City's acceptance, under the direct supervision of the City Engineer. In addition, the Developer shall clean the sanitary sewers in accordance with the directives of the City Engineer. Upon completion of the mains, hydrants, valves, appurtenances, and service laterals and acceptance of the system by the City, ownership and control of the system (except ownership of sewer laterals and the private part of water laterals) shall be turned over without any restrictions to the City.

The Developer shall be responsible for maintenance and repair of all Public Improvements until such Public Improvements are formally accepted by the City.

2. Public Improvement Guarantee. The Developer guarantees all Public Improvements against defects which appear within a period of one (1) year from the date of acceptance by the City as herein provided and shall pay for any damages resulting therefrom to City property. If any defect appears during this guarantee period, the Developer shall upon written notice and, at its expense, install replacements or perform repairs to the standard provided in Plans

and Specifications approved by the City Engineer. The Developer shall have thirty (30) days from the issuance of such notice (or such longer period as may be acceptable to the City Engineer as may be required due to weather or climatic conditions) to cure the defect. The City shall not declare a default under this Agreement during the 30-day cure period for any such defect unless it is clear that the Developer does not intend to cure the defect, or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. All guarantees or warranties for materials or workmanship which extend beyond the above Public Improvement guarantee period shall be assigned by the Developer to the City (as beneficiary).

F. FINANCIAL SECURITY INSTRUMENT.

Before a starting date will be approved, the Developer shall provide the City with a letter of credit in a form acceptable to the City in the amount of 120% of the estimated costs of Public Improvements (the “Financial Security Instrument”). The Financial Security Instrument may not expire less than 12 months after issuance. The form and substance of the Financial Security Instrument must be reviewed and deemed acceptable by the City attorney and the Investor. The Financial Security Instrument shall allow for the City to draw upon it for unreimbursed City Administrative Costs. The Financial Security Instrument shall automatically renew for successive 12-month periods.

1. Financial Security Instrument Requirements.

a. *Payment.* A Financial Security Instrument shall be payable to the City at any time upon presentation of (1) a sight draft drawn on the issuer of the Financial Security Instrument in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; (2) an affidavit executed by an authorized City official stating that the Developer is in default under this Agreement; and (3) the original Financial Security Instrument.

b. *Reduction of Financial Security Instrument.* As work progresses on installation of the Public Improvements, the City Engineer, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of the Financial Security Instrument as hereinafter provided. When portions of the Public Improvements are completed by the Developer, and determined acceptable by the City Engineer, the City Engineer is authorized to reduce the amount of the Financial Security Instrument after receiving: (1) copies of pay requests approved by the Developer’s engineer; (2) a statement from the Developer’s Engineer certifying the estimated cost of the total amount of work remaining to complete the Public Improvements, including all approved or anticipated change orders; and, (3) partial lien waivers from the general contractor, subcontractors, and material suppliers for the total amount paid to date. The amount of the reduced Financial Security Instrument shall be not less than 120% of the estimated cost of the total work remaining to complete the Public Improvements, including approved and anticipated change orders, plus 10 percent of the cost of the completed Public

Improvements, and including the cleaning of stormwater management measures prior to acceptance of such measures, as certified by the Developer's Engineer, and approved by the City Engineer.

c. *Reduction after Acceptance.* Upon acceptance by the City of all Public Improvements, the Financial Security Instrument may be reduced to ten (10) percent of the total cost of the Public Improvements. The City shall return any unused funds drawn from a Financial Security Instrument to Developer or the institution that provided the Financial Security Instrument after Developer's Improvement guarantee obligations of this Agreement have been satisfied.

d. *Accounting.* The Developer may inspect the City records of payments made using a Financial Security Instrument upon request at reasonable times. However, the City retains the exclusive right to determine, among other things, questions of design, specifications, construction cost, performance, contract compliance, and payment in connection with this work. In the absence of fraud on the part of the City, the City's decisions on all such matters shall control and shall be final.

e. *Insufficient Security Instrument Amount.* If the amount provided by a Financial Security Instrument is at any time not sufficient to secure the Developer's performance of this Agreement, then the City shall notify the Developer of the necessary increase in the Financial Security Instrument, or the additional amounts due, and the Developer shall increase the Financial Security Instrument amount or pay the City for such additional costs within thirty (30) days of receipt of notification.

f. *Notice of Expiration.* The Financial Security Instrument shall require the issuer to provide written notice of the expiration of any Financial Security Instrument not less than sixty (60) days before its expiration by sending written notice to the City. The Financial Security Instrument shall be renewed at least thirty (30) days before its expiration date, or any renewal date, until the completion of the Improvement guarantee period.

2. Preservation of Assessment Rights. Any work which is not completed within 12 months of the City approved start date may be completed by the City at the City's option and charged to the Property as a special assessment.

G. PERMITS AND FEES.

1. Fees. Developer shall pay all fees and costs required city ordinance or by this Agreement. Such fees and costs include, but are not limited to fees and costs for permits for building, plumbing, HVAC for new residential buildings, application fees, inspection fees, and right-of-way permit and erosion control permit fees. Inspection costs related to the installation of public infrastructure will be billed at the rate of \$80 per hour for straight time and \$120 per hour for overtime, if City staff conducts inspections. The City will attempt to complete City staff inspections during regular work hours. In the event that the City must contract with a qualified

third party to complete inspections, those inspection costs will be billed at the customary rates charged to the City for such inspections.

2. Building Permits. The City shall not issue building permits until the Financial Security Instrument required by this Agreement has been furnished to and approved by the City, Plans and Specifications have been approved by the City Engineer, and Developer is not in breach of this Agreement.

3. Occupancy Permits. The City will not issue any occupancy permits for the Project if Developer is in breach of this Agreement.

H. LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY.

1. Laws To Be Observed. The Developer shall at all times observe and comply with all federal, state, and local laws, regulations, ordinances, and City Approval Conditions which are in effect or which may be placed in effect which may affect the Project. All applicable provisions of the City's Code of Ordinances, and any other applicable laws shall be adhered to with respect to the design, construction, and installation of the Project and the Public Improvements except as variances to or waivers of those requirements have been granted. Developer shall pay all charges and fees and give all notices necessary and incident to the lawful construction of the Public Improvements to be completed under this Agreement.

2. Public Protection and Safety. During construction of the Public Improvements, the Developer shall be responsible for all damage, bodily injury, or death relating to the construction of the Public Improvements whether from maintaining an "attractive nuisance" or otherwise. Where apparent or potential hazards occur incident to its conduct of construction and installation of Public Improvements, the Developer shall provide reasonable safeguards.

3. Developer's Responsibility for Work. Construction and installation of Public Improvements shall be under the charge and care of the Developer until all Public Improvements have been accepted by the City. If prior to acceptance, the City is required to take any measure to maintain, protect, or guard any completed Public Improvements that have not yet been accepted by the City, the costs of doing so shall be billed to Developer as City Administrative Costs.

4. Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City's officers, agents, or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

I. CONDITIONS PRECEDENT TO AGREEMENT OBLIGATIONS.

All of the following must occur before either party's obligations under this Agreement shall become effective.

1. The City and Developer must approve and execute this Agreement.

2. Developer shall provide commitment letters demonstrating it has secured sufficient financing to pay for the Project.

3. Other than as set forth in Section (G)(2) hereof, Developer must obtain all necessary licenses, permits and approvals from the City required for the commencement of construction of the Public Improvements.

If the conditions described in this Section are not satisfied by September 30, 2026, then this Agreement shall be null and void.

J. GENERAL CONDITIONS.

1. Indemnification. The Developer shall indemnify and hold harmless the City, its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the Project, provided, however, that such indemnification shall not extend to directions to Developer by the City or its employees to perform acts if the acts are performed in accordance with such direction. Developer shall indemnify and hold harmless the City and all its agents, officers and employees against any claim or liability arising from or based on the violation of any law, ordinance, regulation or order, whether by itself or its agents, employees, or contractors.

In any and all claims against the City, its officers, agents, or employees, by any employee of the Developer, its contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer, the contractor, or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

2. Indemnification For Environmental Contamination. The Developer shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Project or this Agreement (including, but not limited to, utility easements, street right-of-way and lands for stormwater management facilities) of any toxic or hazardous substances in violation of environmental laws arising from any activity occurring prior to the acceptance of all Public Improvements, provided, however, that such indemnification shall not extend to directions or approvals by the City or its employees or agents to perform acts if the acts are performed in accordance with such directions or approvals. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances in violation of environmental laws on or under the real property, whether in the soil, groundwater, air or other receptor.

3. No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the City warrant that Developer is entitled to any other approvals required for the Project as a result of this Agreement. This Agreement is intended only to address those special concerns related to implementation of the Project. Nothing in this Agreement relieves Developer from any obligations to obtain all necessary approvals and to follow all applicable local, state, and federal requirements in order to proceed with the Project.

4. Binding Effect / Assignment. The obligations of Developer and the City under this Agreement shall be binding on their respective successors and assigns. Developer may not assign its benefits or obligations under this Agreement without the express prior written approval of the City, and any unapproved assignment is void. No assignment of Developer's benefits consented to by the City in this subsection shall constitute a release of Developer from the obligations and liabilities under this Agreement. Developer may, in its discretion, require by contract that any subsequent owner of all or part of the Property assume all or part of Developer's obligations. No such assumption, however, and no act of the City, shall release Developer from any obligation or liability under this Agreement, unless and to the extent that the City expressly agrees in writing to release Developer. The City shall have the sole discretion to release or not release Developer from the obligations and liabilities under this Agreement.

5. Transfer Restrictions. Developer shall not sell, transfer, convey, or otherwise dispose of the Property or any interest therein, or transfer or assign any controlling ownership interest in Developer, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any transfer made in violation of this provision shall be void. As a condition of consent, the City may require:

- a. the transferee to assume in writing all of Developer's obligations under this Agreement, including all affordable housing requirements;
- b. the transferee to demonstrate financial capacity to operate the Project in compliance with this Agreement and all WHEDA LITHC requirements; and
- c. evidence that the transfer will not adversely affect the Project's WHEDA LITHC allocation or compliance status.

This restriction shall remain in effect for the duration of the WHEDA LITHC compliance period and any extended use period. For purposes of this subsection, a 'controlling ownership interest' means any transfer, whether in a single transaction or a series of related transactions, that results in a change in the managing member of Developer. However, no City consent is required for transfers or the removal and replacement by the Investor of the Developer's managing member if such transfer/removal is in accordance with the Developer's then-applicable operating agreement; provided, further, that no City consent is required for transfer of the Investor's direct or indirect interest; and provided, finally, that transfers of interests in the managing member of the Developer to entities controlled by Lutheran Social Services of Wisconsin and Upper Michigan, Inc. ("LSS") and ACC Housing Development, LLC/Scott Frank ("ACC") shall not require City consent so long as either LSS or ACC retain control of the Developer.

6. No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. Either party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other party hereto.

7. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the City and Developer. No amendment or modification of this Agreement shall be effective without the prior written consent of the Investor.

8. Remedies upon Default. A default is defined herein as a party's breach of, or failure to comply with, the terms of this Agreement and the failure to cure such breach within thirty (30) days after the date of written notice from the non-defaulting party. The parties reserve all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies. Remedies include, but are not limited to, charging Developer, on all amounts due to the City not paid by the due date, interest at the rate of 2 percent over the rate then payable by the City under the City borrowing, from the due date until the date the unpaid amounts are paid in full. The City shall be allowed to withhold any payments due under this Agreement if the Developer is in breach of this Agreement and has failed to cure the breach within 30 days after notice thereof. In addition to other remedies provided to the City by this Agreement, the City shall have the right, without notice or hearing, to impose special assessments or special charges on the Property for any amount to which the City is entitled by virtue of this Agreement. This provision constitutes the Developer's acknowledgment of special benefit and the Developer's consent to, and waiver of notice and hearing on all proceedings imposing such special assessments or special charges.

The City agrees that the Investor shall have the right, but not the obligation, to cure any default or violation under this Agreement by the Developer; and (ii) any cure tendered by the Investor shall be accepted by the City on the same terms and conditions as if made by the Developer. The Investor shall have the same cure periods available to the Developer under this Agreement, commencing upon receipt by the Investor of written notice of such default from the City.

9. Entire Agreement/Attachments Incorporated. This written Agreement and all attachments hereto, shall constitute the entire Agreement between Developer and the City as of the date hereof.

10. Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.

11. Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable law.

12. Notice. Any notice required or permitted by this Agreement shall be deemed effective given in writing and personally delivered or mailed by U.S. Mail, return receipt requested, as follows:

To Developer: Beloit Riverside Apartments, LLC
719 Jupiter Drive
Madison, Wisconsin 53718
Attention: Development Director

With a copy to: Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 700
Madison, Wisconsin 53703
Attention: Joseph D. Shumow

With a copy to: R4 RAWI Acquisition LLC
c/o R4 Capital LLC
780 Third Avenue, 16th Floor
New York, New York 10017
Attention: Marc Schnitzer

With a copy to: FBT Gibbons LLP
400 West Market Street
Louisville, Kentucky 40202
Attention: Amy Curry

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

With a copy to: City Attorney
100 State Street
Beloit, WI 53511
kruegere@beloitwi.gov

13. Recordation. The City may record a copy of this Agreement, or a memorandum thereof, in the office of the Rock County Register of Deeds. Developer will pay the costs of any such recording.

14. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party arising out of this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Rock County unless it is determined that such Court lacks jurisdiction. Developer hereby consents to personal jurisdiction in Rock County. Developer also expressly waives the right to bring such action in, or to remove such action to, any other court whether state or federal, unless it is determined that the Circuit Court for Rock County lacks jurisdiction.

15. Ratification. Developer hereby approves and ratifies all actions taken to date by the City, its officers, employees and agents in connection with the zoning and other approvals relating to the Property and the Project.

16. No Partnership. Under this Agreement, the City does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with Developer.

17. Good Faith. All parties to this Agreement shall exercise good faith in performing any obligation that party has assumed under the terms of this Agreement including, but not limited to, the performance of obligations that require the exercise of discretion and judgment.

18. Applicable Law. This Agreement shall be construed under the laws of the state of Wisconsin.

19. No Private Right or Cause of Action. Nothing in this Agreement shall be interpreted or construed to create any private right or any private cause of action by or on behalf of any person not a party hereto.

20. Effective Date. This Agreement shall be effective as of the date and year first written above.

21. Term. Except as provided in Section I this Agreement shall continue in full force and effect until such time as Developer's obligations under this Agreement have been fully satisfied, at which point this Agreement shall terminate and be of no further force or effect. At that time, if this Agreement has been recorded the parties shall jointly execute and record a release of the Agreement. The following provisions shall survive the expiration or termination of this Agreement: Section C (Affordable Housing Compliance; Cure; Clawback), including all reporting, inspection, and clawback obligations; Section D.5 (Insurance), to the extent insurance obligations remain in effect; Section J.1 (Indemnification); Section J.2 (Indemnification for Environmental Contamination); Section J.14 (Personal Jurisdiction and Venue); and any other provision that by its nature is intended to survive termination. If a separate WHEDA regulatory agreement, land use restriction agreement, or tax regulatory agreement has been executed and recorded in connection with the Project, such agreement shall survive termination of this Agreement in accordance with its own terms.

22. Construction of Agreement. Each party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed in favor of or against either party. It shall be construed simply and fairly to each party.

23. Authorization. Developer warrants that Developer's execution, delivery and performance of this Agreement have been duly authorized and do not conflict with, result in a violation of, or constitute a default under any provision of Developer's articles of organization or membership agreements, or any agreement or other instrument binding upon Developer, or any law, governmental regulation, court decree, or order applicable to Developer or to the Property.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date first set forth above, and by so signing this Agreement, certify that they have been duly authorized by their respective entities to execute this Agreement on their behalf.

CITY:

CITY OF BELOIT

By: _____
Elizabeth A. Krueger, Interim City Manager

ATTEST:

By: _____
Rebecca Wallendal, City Clerk-Treasurer

APPROVED AS TO FORM

By: _____
Elizabeth A. Krueger, City Attorney

I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit pursuant to this Agreement.

By: _____
Eric. R. Miller, City Comptroller

STATE OF WISCONSIN

COUNTY OF ROCK

Personally came before me this _____ day of _____, 2026 the above-named Elizabeth A. Krueger, and Rebecca Wallendal, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the City's authority.

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public, State of Wisconsin

Print Name: _____

My Commission is permanent or expires: _____

DEVELOPER:

Beloit Riverside Apartments, LLC

By: Beloit Riverside Apartments MM, LLC, its
Managing Member

By: ACC Housing Development, LLC, its Manager

By _____
Scott Frank, Manager

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me this _____ day of _____, 2026 the above named Scott Frank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
This _____ day of _____, 2026.

Notary Public, State of Wisconsin
Print Name: _____
My Commission: _____

ATTACHMENTS:

- A. Legal Description of Property
- B. Form of Promissory Note
- C. Form of Mortgage
- D. City Resolution 2023-186 and Ordinance 3817

**ATTACHMENT A
LEGAL DESCRIPTION OF PROPERTY**

PARCEL A:

Lot One (1) of Certified Survey Map No. _____ recorded _____ in the Office of the Register of Deeds for Rock County, Wisconsin in Volume _____ of Certified Survey Maps, Pages _____ as Document No. _____; said certified survey map being Lot 2 of Certified Survey Map recorded in the Office of the Register of Deeds for Rock County, Wisconsin on December 11, 1975, in Volume 5 of Certified Survey Maps, Pages 158, 159 and 160, as Document No. 838447, and re-recorded February 16, 1976 in Volume 5, Pages 202, 203 and 204 as Document No. 841167, said certified survey map being a part of the Northeast ¼ of the Northeast ¼ of Section 26, Township 1 North, Range 12 East of the 4th P.M., City of Beloit, Rock County, Wisconsin.

Tax Parcel Number: _____

PARCEL B:

40' wide reciprocal access easement benefitting the above described Parcel A as set forth on Certified Survey Map No. _____ recorded _____ in the Office of the Register of Deeds for Rock County, Wisconsin in Volume _____ of Certified Survey Maps, Pages _____ as Document No. _____.

ATTACHMENT B
FORM OF PROMISSORY NOTE

See attached.

ATTACHMENT C
FORM OF MORTGAGE

See attached.

ATTACHMENT D

CITY RESOLUTION 2023-186 AND ORDINANCE 3817

See attached.

CITY OF БЕЛОИТ

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Referral to ABLCC: An Application for a new Class "B" Fermented Malt Beverage (Beer) and Class "C" Wine License for Board of Trustees of Beloit College, d/b/a Beloit College - Strong Stadium located at 1417 Chapin St., Beloit, WI, Rongal Watson, Agent.

Date: July 7, 2026

Presenter: Rebecca Wallendal **Department:** City Clerk-Treasurer

Overview/Background Information

Board of Trustees of Beloit College, d/b/a Beloit College - Strong Stadium, is applying for a new Class "B" Fermented Malt Beverage (Beer) and new Class "C" Wine License for the License period ending June 30, 2027.

Key Issues

1. Board of Trustees of Beloit College, d/b/a Beloit College - Strong Stadium, is requesting approval of a new 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 is being referred to the ABLCC for the July 14, 2026, agenda and back to the City Council on the July 20, 2026, agenda.
3. The ABLCC will review the application at the July 14, 2026, regular meeting to assure conformity with existing rules, regulations and zoning ordinances of the city and state and will make a recommendation to the Council based on their review.
4. The City Council will take action on the recommendation of the ABLCC at the July 20, 2026, regular meeting.

Conformance with Strategic Plan

- Approval of this action would conform with the stated purpose of the following strategic goal:
- Goal #1 - Create and Sustain Safe and Healthy Neighborhoods
 - Goal #2 - Create and Sustain a High Performing Organization
 - Goal #3 - Create and Sustain Economic and Residential Growth
 - Goal #4 - Create and Sustain a High Quality of Life
 - Goal #5 - Create and Sustain High Quality Infrastructure and Connectivity
 - Goal #6 - Create and Sustain Enhanced Communications and Community Engagement, while maintaining a Positive Image

Sustainability

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

Action Required/Recommendation

Staff recommends that the ABLCC review the application at the July 14, 2026, meeting and make a recommendation. This will return to Council for a decision at the July 20, 2026, Regular City Council meeting.

Fiscal Note/Budget Impact

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

Attachments

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

Revised 03-09-2022

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

Application Type (check one)

Initial (New) Renewal

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

Class "A" Beer \$ _____ Class "B" Beer \$ 100

"Class A" Liquor \$ _____ Regular "Class B" Liquor \$

"Class A" Liquor (cider only) \$ _____ Reserve "Class B" Liquor \$ _____

"Class C" Liquor (wine only) \$ 100 Above-Quota "Class B" Liquor \$ _____

Fees	
License Fee(s)	\$ <u>200</u>
^{Late} Background Check Fee	\$ <u>100</u>
Publication Fee	\$ <u>50</u>
Total Fees	\$ <u>350</u>

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
Board of Trustees of Beloit College

2. Business Trade Name or DBA
Beloit College - Strong Stadium

3. FEIN [REDACTED] 4. Wisconsin Seller's Permit Number
456-0000138485-03

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

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

7. State of Organization: WI 8. Date of Organization: 02/02/1846 9. Wisconsin DFI Registration Number: B030976

10. Premises Address: 1417 Chapin St.

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

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

17. Premises Phone: (608) 363-2660 18. Premises Email: deanstu@beloit.edu 19. Website: www.beloit.edu

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.

21. Mailing Address (if different from premises address): 700 College St.

22. City: Beloit 23. State: WI 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? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> 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.

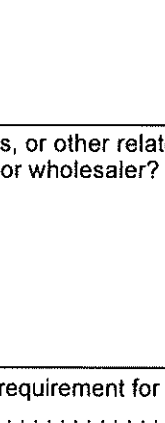
I understand that my application is not complete until this supplementary paperwork is received by the municipal clerk where I am applying for an alcohol beverage license.

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 WATSON	First Name RON GAL	M.I. D
Title Dean of Students	Email watsonrd@beloit.edu	Phone (608) 363-2660
Signature 		Date 4/8/26

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)	

Alcohol Beverage Individual Questionnaire

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)	Board of Trustees of Beloit College
2. Business Trade Name or DBA	Beloit College
3. Entity Type (check one)	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Nonprofit Organization

Part B: Individual Information			
1. Last Name	2. First Name	3. M.I.	
Boynton	Eric	E	
4. Relationship to Business (Title)	5. Email	6. Phone	
President	boyntone@beloit.edu	(608) 363-2201	
7. Home Address			
709 College Street			
8. City	9. State	10. Zip Code	11. Date of Birth
Beloit	WI	53511	[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?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the month and year when you permanently moved to Wisconsin			(MM/YYYY) 06/2019
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
8747 N Stone Farm Road	Edgerton	WI	53534
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
PA	Crawford	TN	Davidson
		TX	Fort Bend
		NY	Madison
State	County	State	County
WA	King	TX	Harris
		WA	Snohomish
		PA	Allegheny

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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature 	Date 04/02/2026

Part D: Criminal History

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

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

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

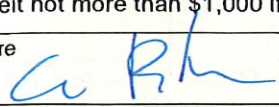
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

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

05/19/19
4/27/20

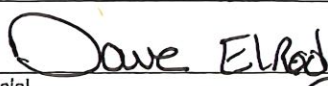
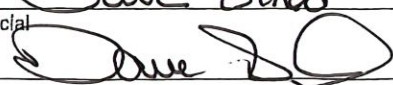
Part E: Attestation

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 04/02/2026
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Part F: Licensing Authority Approval

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

Name of Local Official 	Title Lieutenant
Signature of Local Official 	Date 05/06/20

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) Board of Trustees of Beloit College	
2. Business Trade Name or DBA Beloit College	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Nonprofit Organization	

Part B: Individual Information					
1. Last Name Oliver		2. First Name Donna		3. M.I. S	
4. Relationship to Business (Title) Provost		5. Email oliverd@beloit.edu		6. Phone (608) 363-2667	
7. Home Address 831 Park Ave.					
8. City Beloit		9. State WI	10. Zip Code 53511		11. Date of Birth [REDACTED]
12. Driver's License/State ID Number [REDACTED]			13. Driver's License/State ID State of Issuance WI		

Part C: Address History							
1. Do you currently live in Wisconsin?							<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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		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
WI	Rock	IL	Cook	PA	Bucks		
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

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

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

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

Part E: Attestation

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

Signature 	Date 04/03/2026
---	--------------------

Part D: Criminal History

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

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

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

*DE 1979
04/27/26*

Part E: Attestation

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

Signature <i>[Signature]</i>	Date 04/03/2026
------------------------------	--------------------

Part F: Licensing Authority Approval

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

Name of Local Official <i>Dave Elkes</i>	Title <i>Lieutenant</i>
Signature of Local Official <i>[Signature]</i>	Date <i>05/06/26</i>

Alcohol Beverage Individual Questionnaire

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

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

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

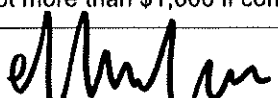
Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) Board of Trustees of Beloit College	
2. Business Trade Name or DBA Beloit College	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Nonprofit Organization	

Part B: Individual Information			
1. Last Name Anderbyrne		2. First Name Ellenor	
		3. M.I. K	
4. Relationship to Business (Title) Chief of Staff		5. Email anderbyrneek@beloit.edu	
6. Phone 608-363-2014			
7. Home Address 1151 Milwaukee Rd			
8. City Beloit		9. State WI	10. Zip Code 53511
		11. Date of Birth [REDACTED]	
12. Drivers License/State ID Number [REDACTED]		13. Drivers License/State ID State of Issuance WI	

Part C: Address History					
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Years 12</td> <td style="width: 50%;">Months 4</td> </tr> </table>	Years 12	Months 4
Years 12	Months 4				
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.					
Previous Address 1 1151 Milwaukee Rd		City Beloit	State WI		
		Zip Code 53511			
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 WI	County Rock	State DC	County n/a		
State DE	County New Castle	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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature 	Date 6 April 2026

Part D: Criminal History

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

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

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> 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.

DOB 1979
04/26/27

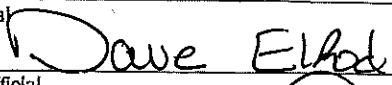
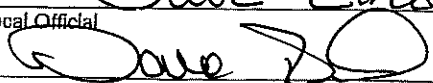
Part E: Attestation

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 6 April 2026
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Part F: Licensing Authority Approval

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

Name of Local Official 	Title Lieutenant
Signature of Local Official 	Date 05/06/26

Form
AB-100

Alcohol Beverage Individual Questionnaire

Date
4/28/25

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 or renewal is not complete until all required Individual Questionnaires are submitted.

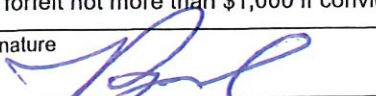
Part A: Business Information			
1. Legal Business Name (individual name if sole proprietor) Board of Trustees of Beloit College			
2. Business Trade Name or DBA Beloit College			
3. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Nonprofit Organization

Part B: Individual Information				
1. Last Name Watson		2. First Name Ron		3. M.I.
4. Relationship to Business (Title) Dean of Students		5. Email watsonrd@beloit.edu		6. Phone (608) 363-2250
7. Home Address 810 Emerson St.				
8. City Beloit		9. State WI	10. Zip Code 53511	11. Date of Birth [REDACTED]
12. Drivers License/State ID Number [REDACTED]			13. Drivers License/State ID State of Issuance WI	

Part C: Address History					
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?				Years 20	Months
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	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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature 	Date <u>4/25/25</u>

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No
If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
------------------------	----------	-----------------

Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------	--

Law/Ordinance Violated	Location	Conviction Date
------------------------	----------	-----------------

Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------	--

Law/Ordinance Violated	Location	Conviction Date
------------------------	----------	-----------------


Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> 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.

*05/18/25
04/27/20*

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 <i>4/25/25</i>
---	---------------------

Part F: Licensing Authority Approval

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

Name of Local Official <i>Dave Elrod</i>	Title <i>Lieutenant</i>
--	-------------------------

Signature of Local Official 	Date <i>05/06/26</i>
---	----------------------

Form
AB-101

Alcohol Beverage Appointment of Agent

Date

Agent Type (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) Board of Trustees of Beloit College	
2. Business Trade Name or DBA Beloit College	
3. Entity Type (check one) <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input type="checkbox"/> Municipal Retail License <input checked="" type="checkbox"/> 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.	

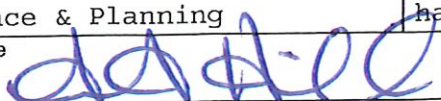
Part B: Agent Information			
1. Last Name Watson	2. First Name Ron	3. M.I.	
4. Email watsonrd@beloit.edu		5. Phone (608) 363-2250	
6. Home Address 810 Emerson St.			
7. City Beloit	8. State WI	9. Zip Code 53511	10. Age
11. Drivers License/State ID Number [REDACTED]		12. Drivers License/State ID State of Issuance WI	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire? Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 Harilal		First Name Amanda	M.I. S
Title Finance & Planning		Email harilala@beloit.edu	Phone (608) 363-2250
Signature 		Date 04/20/25	

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 WATSON		First Name KONGAL	M.I. D
Signature 		Date 4/25/25	



SUPPLEMENTAL QUESTIONNAIRE FOR AGENTS

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

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

QUESTIONS

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

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

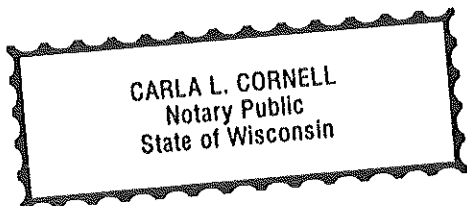
Rongal Watson
Agent Signature

Rongal Watson
Print Agent Name

Subscribed and sworn to be this 8 day of April, 2026

Carla L Cornell
Notary Public Carla L Cornell

My Commission Expires: 3.14.2029



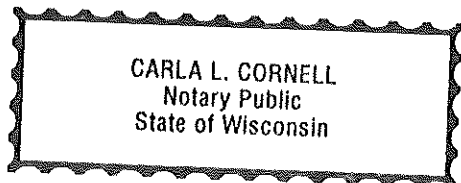
Rongal Watson
Corporate Officer Signature
(Designate Office)

Rongal Watson
Print Corporate Officer Name

Subscribed and sworn to be this 8 day of April, 2026

Carla L Cornell
Notary Public Carla L Cornell

My Commission Expires: 3.14.2029



Supplemental Agent Questionnaire

- 1. The law requires that the entity appointing you as agent vest in you, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the license or permittee could have and exercise if it were a natural person. Please state in your own words how you intend to fulfill those duties and exercise your authority.**

In order to do this I plan to make sure that all staff are adequately trained and have taken all of the necessary bartending courses if they will be serving or assisting. I will also make sure that all of the staff is aware of all of the pertinent laws and regulations. Regular meetings and open lines of communication are already in place to ensure any issues or concerns relative to alcoholic beverages can be addressed in a timely manner.
- 2. Please describe any previous experience you have had in retail alcohol sales.**

I've worked in a grocery store and restaurant when I was younger where we had to sell beer and alcohol and I've also gotten a temporary bartenders license to serve at a Brewers game several years ago.
- 3. Please state how many other people will be under your supervision and engaged in the alcohol beverage business.**

I will be supervising the manager of the C-Haus (campus bar), who will be working with 3 other campus staff who are certified and trained as bartenders. Together with partners from our food service vendor, which also holds its own retail sales license, we will be managing all alcohol sales on the Beloit College Campus.
- 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.**

Anyone who is serving as a bartender on campus will be certified through the responsible beverage server training and we provide continuing review of the requirements.
- 5. Please describe in detail what training, policy, and procedures you intend to implement to ensure against underage sales.**

Any bartending staff will require ID verification for service. Our staff also makes sure to verify that the ID is valid. They are trained in identifying counterfeit IDs. All employees have full knowledge of their legal responsibility to serve customers of legal age only.
- 6. Please describe what other employees will hold licenses to directly dispense alcohol.**

At this time the only people certified to serve are myself, the Catering Manager,

the Director of Bon Appetit (our food service vendor) and one other employee. Any additional staff that will be hired will be required to obtain a bartender license and responsible serving certificate.

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.**

I am a full time employee. I am not an alcohol agent for any other business and hold no other employment that conflicts with this requirement.

8. **Please state your intended hours or schedule of being physically present at the licensed premises. Your intended hours should be set on a daily, weekly, or monthly basis as appropriate.**

I am physically present on campus 8 - 5 PM Monday through Friday on campus, as are other staff who would manage the licensed premises. One licensed premises, the C-Haus, is open for service from 8 PM to 2 AM Thursday through Saturday, and has a full-time manager on site during hours of operation.

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.**

I absolutely understand that I can be given citations and am completely responsible for the alcohol related violations, even when I am not on premises.

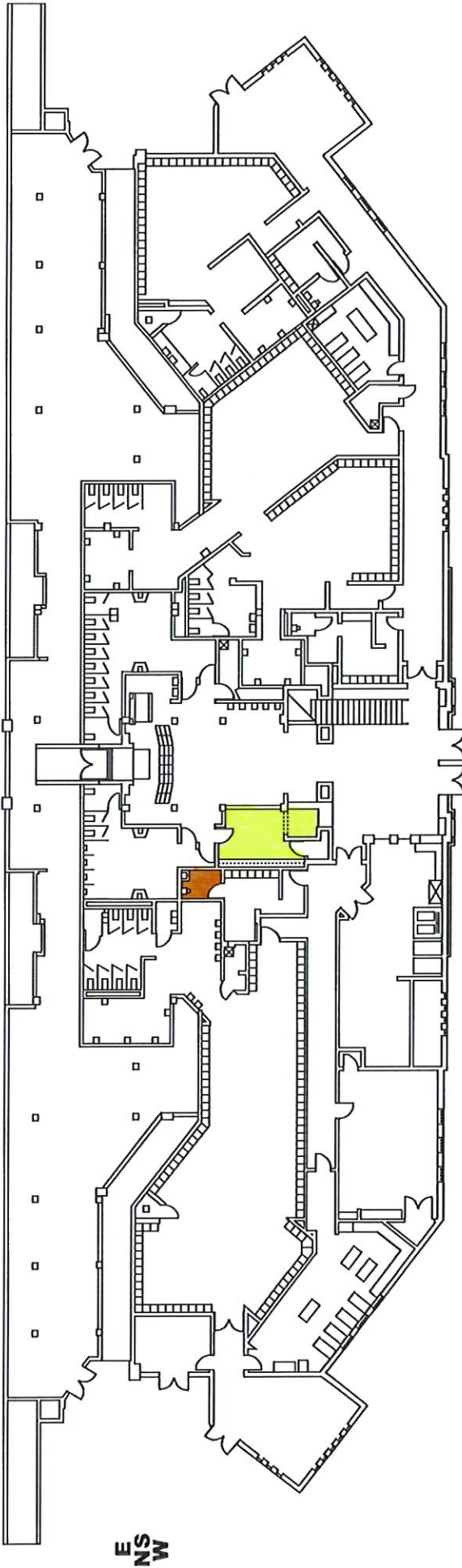
10. **Please describe any alcohol related violations you have been charged with in the last five (5) years. Provide the date of the offense, the nature of the charge, and the disposition of the matter. If there are none, so state.**

I have had no such offense in the last 5 years or ever.

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.**

N/A

**Strong Stadium
1500 Chapin Street**



Jozefowicz, Samantha

From: Amanda Harilal <harilala@beloit.edu>
Sent: Thursday, June 11, 2026 4:26 PM
To: Jozefowicz, Samantha
Subject: Re: Alcohol License Applications
Attachments: Strongstadium.jpg; City of Beloit Property Record 2023-1621 Athletic Ave.pdf; Sellers Permit L1404401232.pdf

External sender <harilala@beloit.edu>

Make sure you trust this sender before taking any actions.

Good afternoon Samantha,

I hope you're having a great day. I am sorry for the delay, but I believe I have everything that you requested. If any of these documents are not sufficient, or if you need additional details, please just let me know.

On the Strong Stadium diagram, you will see the area in yellow is where we are proposing to sell & serve and the area highlighted in orange is where the storage of any beverages will be.

We are also happy to attend the Council meeting if necessary, to answer any questions that may arise.

Thanks again,

Beloit
College

Amanda Harilal
Office of Residential Life

Pronouns: she/her
Office: Ground Floor, Porter Hall
Email: harilala@beloit.edu
Text: [6082083203](tel:6082083203)

Beloit College
700 College Street
Beloit, WI 53511
www.beloit.edu

Those who say it can't be done are usually interrupted by others doing it. - James Baldwin

On Mon, Jun 8, 2026 at 1:02 PM Jozefowicz, Samantha <JozefowiczS@beloitwi.gov> wrote:

Hi Amanda,

If we receive all the missing items before June 15th, the Strong Stadium would be presented at the July meetings.

The renewal applications went to City Council June 1st and were referred to the June 9th ALBCC meeting. If recommendation for approval comes from ALBCC, the applications will go to City Council on June 15th for final approval.

Thank you and have a great day,

Samantha Jozefowicz | *Deputy City Clerk-Treasurer*

jozefowiczS@beloitwi.gov

City of Beloit | 100 State Street | Beloit, WI 53511 | beloitwi.gov

Office: (608)364-6684 | Fax: (608)364-6642



NOTICE: The City of Beloit is subject to Wisconsin Statutes related to public records. Unless otherwise exempted from the public records law, senders and receivers of City of Beloit e-mail should presume that e-mail is subject to release upon request, and is subject to records retention requirements.

This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error, please destroy it and notify the sender immediately.

See City of Beloit full e-mail disclaimer at beloitwi.gov

From: Amanda Harilal <harilala@beloit.edu>
Sent: Monday, June 8, 2026 12:52 PM
To: Jozefowicz, Samantha <JozefowiczS@beloitwi.gov>
Subject: Re: Alcohol License Applications

External sender <harilala@beloit.edu>
 Make sure you trust this sender before taking any actions.

Hi Samantha,

CITY OF БЕЛОИТ

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Referral to ABLCC: An Application for a new Class "B" Fermented Malt Beverage (Beer) and Class "C" Wine License for Tarina Lister, d/b/a Intimate Affairs by Tarina located at 206 W Grand Ave, Beloit WI, Daiyon Davis, Agent.

Date: July 7, 2026

Presenter: Rebecca Wallendal

Department:

City Clerk-Treasurer

Overview/Background Information

Tarina Lister, d/b/a Intimate Affairs by Tarina, is applying for a new Class "B" Fermented Malt Beverage (Beer) and new Class "C" Wine License for the License period ending June 30, 2027.

Key Issues

1. Tarina Lister, d/b/a Intimate Affairs by Tarina, is requesting approval of a new 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 is being referred to the ABLCC for the July 14, 2026, agenda and back to the City Council on the July 20, 2026, agenda.
3. The ABLCC will review the application at the July 14, 2026, regular meeting to assure conformity with existing rules, regulations and zoning ordinances of the city and state and will make a recommendation to the Council based on their review.
4. The City Council will take action on the recommendation of the ABLCC at the July 20, 2026, regular meeting.

Conformance with Strategic Plan

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

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

Sustainability

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

N/A

Action Required/Recommendation

Staff recommends that the ABLCC review the application at the July 14, 2026, meeting and make a recommendation. This will return to Council for a decision at the July 20, 2026, Regular City Council meeting.

Fiscal Note/Budget Impact

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

Attachments

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

Revised 03-09-2022

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

Application Type (check one)

Initial (New) Renewal

License(s) Requested: (up to two boxes may be checked)	Fees
<input type="checkbox"/> Class "A" Beer \$ _____	License Fee(s) \$ <u>200</u>
<input checked="" type="checkbox"/> Class "B" Beer \$ <u>100</u>	Background Check Fee \$ _____
<input type="checkbox"/> "Class A" Liquor \$ _____	Publication Fee \$ <u>50</u>
<input type="checkbox"/> "Class A" Liquor (cider only) \$ _____	Total Fees \$ <u>250</u>
<input type="checkbox"/> "Class B" Regular "Class B" Liquor \$ _____	
<input type="checkbox"/> "Class B" Reserve "Class B" Liquor \$ _____	
<input checked="" type="checkbox"/> "Class C" Liquor (wine only) \$ <u>100</u>	
<input type="checkbox"/> Above-Quota "Class B" Liquor \$ _____	

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
THOMAS C. KUBER

2. Business Trade Name or DBA
THOMAS KUBER'S BY THE BAR

3. FE [Redacted] 4. Wisconsin Seller's Permit Number
456-1032545789-02

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 *7-18-2020* 9. Wisconsin DFI Registration Number *NA*

10. Premises Address
256 W. Grand Ave

11. City *DELUCK* 12. State *WI* 13. Zip Code *53011*

14. County *RICK* 15. Governing Municipality: City Town Village 16. Aldermanic District

17. Premises Phone *708-039-1245* 18. Premises Email *THOMAS.KUBER@BYTHEBAR.COM* 19. Website

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.
Beer and wine will be ordered as needed based on customers booking and the items they want and the quantity to prevent storing a lot.

21. Mailing Address (if different from premises address)

22. City 23. State 24. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. Yes No
If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> 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 <i>LIPKIN</i>	First Name <i>TAVANA</i>	M.I. <i>L</i>
Title <i>OWNER</i>	Email <i>TAVANA.LIPKIN@LIPKIN.COM</i>	Phone <i>708-629-1265</i>
Signature <i>[Handwritten Signature]</i>		Date <i>[Handwritten Date]</i>

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-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)
Thomas A. Ritter

2. Business Trade Name or DBA
Talk with Partners by Thomas

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

Part B: Individual Information

1. Last Name: *David* 2. First Name: *Thomas* 3. M.I.: *M*

4. Relationship to Business (Title): *Owner* 5. Email: *thomas@talkwithpartners.com* 6. Phone: *414-312-8041*

7. [Redacted]

8. [Redacted] 9. State: *WI* 10. Zip Code: *53511* 11. Date of Birth: [Redacted]

12. [Redacted] 13. Driver's License/State ID State of Issuance: *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) *11/1980*

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

[Redacted]	City	State	Zip Code
[Redacted]	<i>Bellevue</i>	<i>WI</i>	<i>53511</i>
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
<i>WI</i>	<i>Rock</i>						
State	County	State	County	State	County	State	County

Continued →

Part D: Criminal History

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

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

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

Part E: Attestation

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

Signature  Date 5-4-2026

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?..... Yes No
 If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

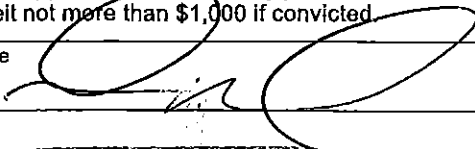
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed?..... <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed?..... <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed	Was sentence completed?..... <input type="checkbox"/> Yes <input type="checkbox"/> 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.

*05/19/20
05/09/20*

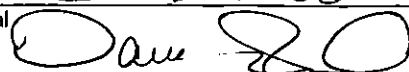
Part E: Attestation

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 **5-4-2020**

Part F: Licensing Authority Approval

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

Name of Local Official **DAVE ERD** Title **Lieutenant**
 Signature of Local Official  Date **05/11/20**

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)
TATIANA L. KUPFER

2. Business Trade Name or DBA
TATIANA KUPFER BY TATIANA

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: *Jared*

2. First Name: *Stephan*

3. M.I.: *RD*

4. Email: *stephan.kupfer@t.com*

5. Phone: *1008-312-81291*

6. City: [Redacted]

7. State: *WI*

8. Zip Code: *53511*

9. Date of Birth: [Redacted]

10. Driver's License/State ID Number: [Redacted]

11. Driver's License/State ID State of issuance: *WI*

Part C: Agent Questions

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

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? Yes No
See instructions for exceptions.

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 <i>LIDDER</i>		First Name <i>TATULL</i>		M.I. <i>K</i>
Title <i>Owner</i>	Email <i>Tatull@Lidder.com</i>		Phone <i>708-624-1205</i>	
Signature <i>[Handwritten Signature]</i>			Date	

Part E: Agent Attestation

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

Last Name <i>DAVIS</i>		First Name <i>DAIVON</i>		M.I. <i>M</i>
Signature <i>[Handwritten Signature]</i>			Date <i>5-4-2026</i>	

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 <i>DAVIS</i>	First Name <i>DAIVON</i>	M.I. <i>M</i>
Title <i>Owner</i>	Email <i>tdavis@barbythebeehive.com</i>	Phone <i>708-624-2205</i>
Signature <i>[Signature]</i>	Date <i>5-4-2026</i>	

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 <i>DAVIS</i>	First Name <i>DAIVON</i>	M.I. <i>M</i>
Signature <i>[Signature]</i>	Date <i>5-4-2026</i>	

Part F: Licensing Authority Approval

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

Name of Local Official <i>DAVE ELKED</i>	Title <i>Lieutenant</i>
Signature of Local Official <i>[Signature]</i>	Date <i>05/11/26</i>

05/19/26
05/20/26



SUPPLEMENTAL QUESTIONNAIRE FOR AGENTS

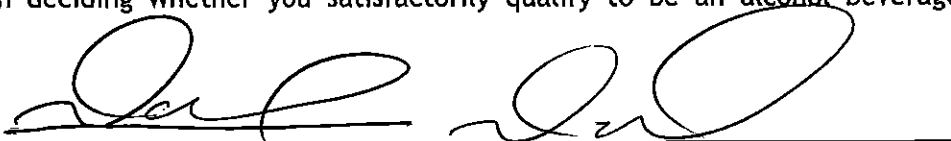
You are required to provide the following information to the City of Beloit to assist in determining whether you meet the qualifications necessary to act as agent for the corporation or limited liability company that has submitted your appointment as agent. (Wis. Stats. 125.04(5) and (6)).

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

QUESTIONS

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

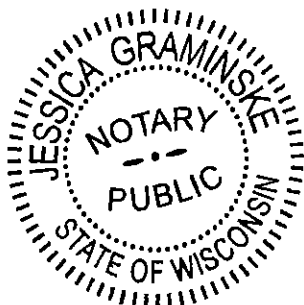
9. Please state whether you understand that you can be personally given citations by the police department for such things as underage sales, open after hours, or other alcohol related violations even when you are not on the premises.
10. Please describe any alcohol related violations you have been charged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




 Agent Signature
Dayon Davis Dayon Davis

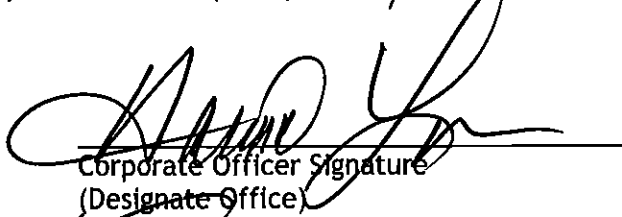
 Print Agent Name

Subscribed and sworn to be this 6th day of May, 2026.





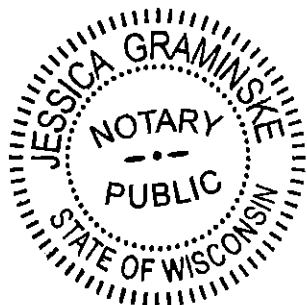
 Notary Public Jessica Graminske
 My Commission Expires: 11/30/2027

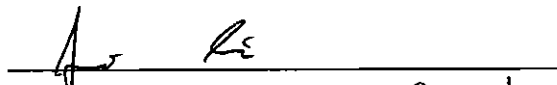


 Corporate Officer Signature
 (Designate Office)
David Haber

 Print Corporate Officer Name

Subscribed and sworn to be this 6th day of May, 2026.





 Notary Public Jessica Graminske
 My Commission Expires: 11/30/2027

Supplemental Questionnaire For Agents

1. I Daiyon Davis will follow all laws, rules, and regulations when it comes to having an alcohol license and permit. I will also ensure all staff and personnel are trained and obey the laws.
2. I am part owner and the agent for Xscape Bar & Grill, which has been open since 2024.
3. There will be 3-6 licensed bartenders under my supervision.
4. We will all go through ServSafe and take whatever recommended training from the State of Wisconsin.
5. We will check for valid ids such as driver's license, state id, military id, have it removed from their wallet to check both sides to make sure it is not fake or tampered with, check date of birth, signature and that picture is of the person.
6. The only employees dispensing and serving alcohol will be licensed employees who have completed the required training such as manager and bartenders.
7. I will work as needed if my business partner Tarina Lister needs time off.
8. My business partner Tarina Lister has several years of experience as a bar manager. The event venue only operates when there are bookings or curated events, so this limits me to giving an exact schedule. Most bookings and events are Friday - Sunday.

Windows

Door

Windows

Office
Beer and wine will be purchased for bookings requesting it. Any left over will be thrown away or kept locked in my office.

Bar Table

Stage

Food Serving Area

CITY OF БЕЛОИТ

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic:	Referral to ABLCC: An Application for a new Class "B" Fermented Malt Beverage (Beer) and "Class B" Intoxicating Liquor License for Venenos Mexican Bar & Grill LLC, d/b/a Venenos Mexican Bar & Grill, located at 2745 Prairie Ave, Beloit WI, Mayra Esquivel, Agent.		
Date:	July 7, 2026		
Presenter:	Rebecca Wallendal	Department:	City Clerk-Treasurer

Overview/Background Information

Venenos Mexican Bar & Grill, LLC, d/b/a Venenos Mexican Bar & Grill, is applying for a new Class "B" Fermented Malt Beverage (Beer) and new "Class B" Intoxicating Liquor License for the License period ending June 30, 2027.

Key Issues

1. Jerry's Mexican Kitchen & Bar has submitted the Alcohol License Relinquishment form. Venenos Mexican Bar & Grill, LLC, d/b/a Venenos Mexican Bar & Grill, is requesting approval of a new Class "B" Fermented Malt Beverage (Beer) and "Class B" Intoxicating Liquor License for the period ending June 30, 2027.
2. A complete application with publication fees was submitted to the Clerk-Treasurer's office and is being referred to the ABLCC for the July 14, 2026, agenda and back to the City Council on the July 20, 2026, agenda.
3. The ABLCC will review the application at the July 14, 2026, regular meeting to assure conformity with existing rules, regulations and zoning ordinances of the city and state and will make a recommendation to the Council based on their review.
4. The City Council will take action on the recommendation of the ABLCC at the July 20, 2026, regular meeting.

Conformance with Strategic Plan

- Approval of this action would conform with the stated purpose of the following strategic goal:
- Goal #1 - Create and Sustain Safe and Healthy Neighborhoods
 - Goal #2 - Create and Sustain a High Performing Organization
 - Goal #3 - Create and Sustain Economic and Residential Growth
 - Goal #4 - Create and Sustain a High Quality of Life
 - Goal #5 - Create and Sustain High Quality Infrastructure and Connectivity
 - Goal #6 - Create and Sustain Enhanced Communications and Community Engagement, while maintaining a Positive Image

Sustainability

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

N/A

Action Required/Recommendation

Staff recommends that the ABLCC review the application at the July 14, 2026, meeting and make a recommendation. This will return to Council for a decision at the July 20, 2026, Regular City Council meeting.

Fiscal Note/Budget Impact

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

Attachments

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

Revised 03-09-2022



Beloit

WISCONSIN

CITY OF БЕЛОИТ ALCOHOL LICENSE RELINQUISHMENT

Date: 5/18/20

Business Name: Jerry's Mexican Kitchen & Bar

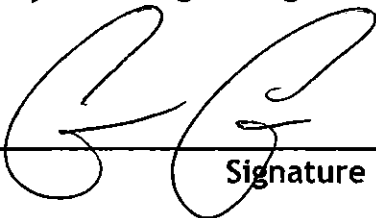
Address of Business: 2745 Prairie Ave

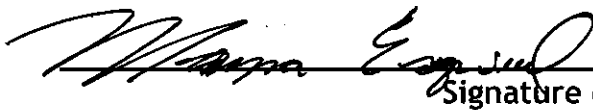
Name of Owner(s): Gerardo Garcia

As owner/owners of the above-named business, I/we agree to relinquish the alcohol license issued to the above-listed address to:

Mayra Esquivel

upon the Beloit City Council granting the same.


Signature of Owner(s)


Signature of Owner(s)

Return to:

Beloit City Clerk-Treasurer
100 State Street
Beloit, WI 53511

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) <input type="checkbox"/> Class "A" Beer \$ _____ <input type="checkbox"/> "Class A" Liquor \$ _____ <input type="checkbox"/> "Class A" Liquor (cider only) \$ _____ <input type="checkbox"/> "Class C" Liquor (wine only) \$ _____	<input checked="" type="checkbox"/> Class "B" Beer \$ <u>100</u> <input checked="" type="checkbox"/> Regular "Class B" Liquor \$ <u>500</u> <input type="checkbox"/> Reserve "Class B" Liquor \$ _____ <input type="checkbox"/> Above-Quota "Class B" Liquor \$ _____
Fees	
License Fee(s)	\$ <u>600</u>
Background Check Fee	\$ _____
Publication Fee	\$ <u>50</u>
Total Fees	\$ <u>650</u>

Part A: Premises/Business Information

1. Legal Business Name (Individual name if sole proprietorship)
Venenos Mexican Bar & Grill LLC

2. Business Trade Name or DBA

3. FEIN [REDACTED] 4. Wisconsin Seller's Permit Number
456-1032529395-02

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: Wisconsin 8. Date of Organization: 5/6/2020 9. Wisconsin DFI Registration Number: V037119

10. Premises Address: 2745 Prairie Ave

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

14. County: Rock 15. Governing Municipality: City Town Village 16. Aldermanic District

17. Premises Phone: 608-299-8012 18. Premises Email 19. Website

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. all alcohol beverage are store in the back shelves and serving alcohol in the ~~bar~~ bar in bottles.

2751 Scotties Dr.

21. Mailing Address (if different from premises address)
Beloit WI 53511

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? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> 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 <i>Mayra</i>		First Name <i>Eszuivel</i>		M.I.
Title <i>Owner</i>		Email <i>la mayrita1981@gmail.com</i>		Phone <i>608-371-7469</i>
Signature <i>Mayra Eszuvuel</i>			Date <i>5/18/26</i>	

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)

**Alcohol Beverage
Individual Questionnaire**

Date 5/18/20



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) <u>Venenos Mexican Bar & Grill LLC</u>	
2. Business Trade Name or DBA	
3. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information				
1. Last Name <u>Esquivel</u>		2. First Name <u>Mayra</u>		3. M.I.
4. Relationship to Business (Title) <u>Owner</u>		5. Email <u>lcamayrita1981@gmail.com</u>		6. Phone <u>608 371-7469</u>
7. Home Address <u>2751 Scotties DR</u>				
8. City <u>Beloit</u>		9. State <u>WI</u>	10. Zip Code <u>53511</u>	11. Date of Birth
12. Driver's License/State ID Number			13. Driver's License/State ID State of Issuance <u>Wisconsin</u>	

Part C: Address History			
1. Do you currently live in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, provide the month and year when you permanently moved to Wisconsin			(MM/YYYY) <u>1996</u>
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

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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.		
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.		

Part E: Attestation	
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.	
Signature <i>M. Lopez</i>	Date 5/18/24

Part D: Criminal History

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

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

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> 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
05/19/26

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 *Maria Engel* Date 5/18/26

Part F: Licensing Authority Approval

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

Name of Local Official *Dave Elko* Title *Lieutenant*

Signature of Local Official *Dave Elko* Date *05/20/26*

Alcohol Beverage Appointment of Agent

Date

Agent Type (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) Venenos Mexican Bar & Grill LLC	
2. Business Trade Name or DBA	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> 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 Esquivel	2. First Name Mayra	3. M.I.	
4. Email lamayrita1981@gmail.com		5. Phone 608 371-7469	
6. Home Address 2751 Scotties Dr			
7. City Beloit	8. State WI	9. Zip Code 53511	10. Date of Birth [REDACTED]
11. Driver's License/State ID Number [REDACTED]		12. Driver's License/State ID State of Issuance Wisconsin	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire (licensee) or Form AB-300, Alcohol Beverage Personal Questionnaire (permittee)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

Part D: Business Attestation

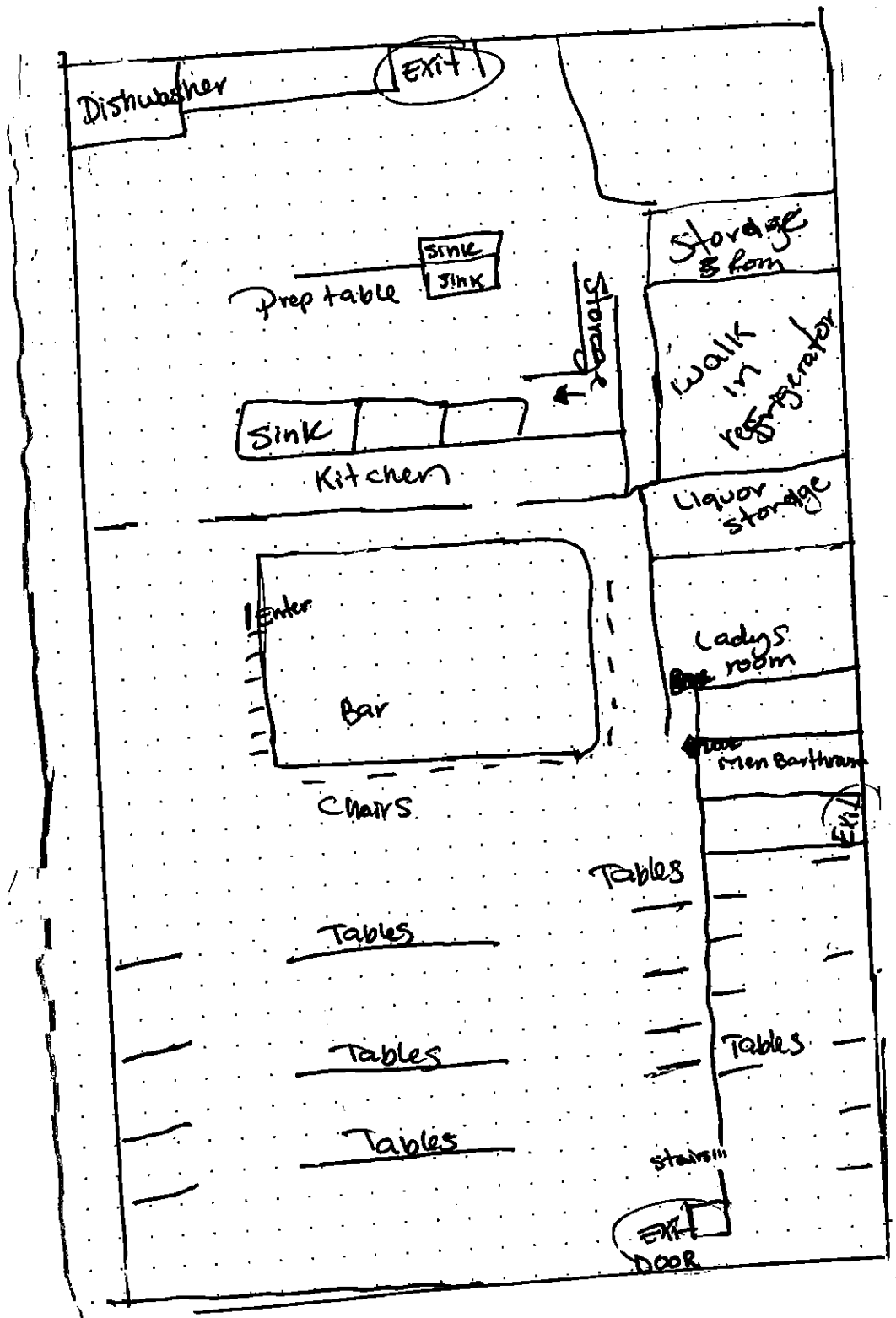
READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that 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 <i>Esquivel</i>		First Name <i>Mayra</i>		M.I.
Title <i>Owner</i>	Email <i>Lamayrita1981@gmail.com</i>		Phone <i>608-371-7469</i>	
Signature <i>Mayra Esquivel</i>			Date <i>5/18/26</i>	

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 <i>Esquivel</i>		First Name <i>Mayra</i>		M.I.
Signature <i>Mayra Esquivel</i>			Date <i>5/18/26</i>	





SUPPLEMENTAL QUESTIONNAIRE
FOR AGENTS

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

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

QUESTIONS

1. The law requires that the entity appointing you as agent vest in you, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the license or permittee could have and exercise if it were a natural person. Please state in your own words how you intend to fulfill those duties and exercise your authority. *I will handle any safety concert immediately*
2. Please describe any previous experience you have had in retail alcohol sales. *Work in Jerry's had exprice Bar tending*
3. Please state how many other people will be under your supervision and engaged in alcohol beverage business. *3 Servers*
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. *my Training will be on going as I will provide a before work Orention to cover ID verification.*
5. Please describe in detail what training, policy, and procedures you intend to implement to ensure against underage sales. *Employees are trained to refuse sales to anyone without valid ID.*
6. Please describe what other employees will hold licenses to directly dispense alcohol. *husband and Daughter in Law*
7. Please describe whether you are going to be a full time employee and further state whether you either act as an alcohol agent for any other business or hold any other employment. *Yes I will be full time*
8. Please state your intended hours or schedule of being physically present at the licensed premises. Your intended hours should be set on a daily, weekly, or monthly basis as appropriate. *Tuesday - Sunday 11Am-10Pm*

9. Please state whether you understand that you can be personally given citations by the police department for such things as underage sales, open after hours, or other alcohol related violations even when you are not on the premises. Yes I understand
10. Please describe any alcohol related violations you have been charged with in the last five (5) years. Provide the date of the offense, the nature of the charge, and the disposition of the matter. If there are none, so state. None
11. Please provide any other information you believe that the City of Beloit should be aware of in deciding whether you satisfactorily qualify to be an alcohol beverage agent. I have no criminal history. I'm determined to uphold all regulations and ensure a safe environment.

Maya Esquivel
Agent Signature

Maya Esquivel
Print Agent Name

Subscribed and sworn to be this 28 day of May, 2026.

Rebecca Walendal
Notary Public Rebecca Walendal
My Commission Expires: 12-18-26

REBECCA WALLENDAL
NOTARY PUBLIC
STATE OF WISCONSIN

Maya Esquivel
Corporate Officer Signature
(Designate Office)

Maya Esquivel
Print Corporate Officer Name

Subscribed and sworn to be this 28 day of May, 2026.

Rebecca Walendal
Notary Public Rebecca Walendal
My Commission Expires: 12-18-26

REBECCA WALLENDAL
NOTARY PUBLIC
STATE OF WISCONSIN

CITY OF БЕЛОИТ

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic: Referral to ABLCC: An Application for a new Class "B" Fermented Malt Beverage (Beer) and Class "C" Wine License for The Loft Wine Bar LLC located at 419 E Grand Ave., Beloit, WI, Christine Drake, Agent.

Date: July 7, 2026

Presenter: Rebecca Wallendal **Department:** City Clerk-Treasurer

Overview/Background Information

The Loft Wine Bar LLC is applying for a new Class "B" Fermented Malt Beverage (Beer) and new Class "C" Wine License for the License period ending June 30, 2027.

Key Issues

1. The Loft Wine Bar LLC is requesting approval of a new 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 is being referred to the ABLCC for the July 14, 2026, agenda and back to the City Council on the July 20, 2026, agenda.
3. The ABLCC will review the application at the July 14, 2026, regular meeting to assure conformity with existing rules, regulations and zoning ordinances of the city and state and will make a recommendation to the Council based on their review.
4. The City Council will take action on the recommendation of the ABLCC at the July 20, 2026, regular meeting.

Conformance with Strategic Plan

- Approval of this action would conform with the stated purpose of the following strategic goal:
- Goal #1 - Create and Sustain Safe and Healthy Neighborhoods
 - Goal #2 - Create and Sustain a High Performing Organization
 - Goal #3 - Create and Sustain Economic and Residential Growth
 - Goal #4 - Create and Sustain a High Quality of Life
 - Goal #5 - Create and Sustain High Quality Infrastructure and Connectivity
 - Goal #6 - Create and Sustain Enhanced Communications and Community Engagement, while maintaining a Positive Image

Sustainability

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

Action Required/Recommendation

Staff recommends that the ABLCC review the application at the July 14, 2026, meeting and make a recommendation. This will return to Council for a decision at the July 20, 2026, Regular City Council meeting.

Fiscal Note/Budget Impact

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

Attachments

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

Revised 03-09-2022

Form AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	
License Period	

Application Type (check one)

Initial (New) Renewal

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

Class "A" Beer \$ _____ Class "B" Beer \$ 100

"Class A" Liquor \$ _____ Regular "Class B" Liquor \$ _____

"Class A" Liquor (cider only) \$ _____ Reserve "Class B" Liquor \$ _____

"Class C" Liquor (wine only) \$ 100 Above-Quota "Class B" Liquor \$ _____

Fees	
License Fee(s)	\$ <u>200</u>
Background Check Fee	\$
Publication Fee	\$ <u>50</u>
Total Fees	\$ <u>250</u>

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
The Loft Wine Bar LLC

2. Business Trade Name or DBA

3. FEIN [Redacted]

4. Wisconsin Seller's Permit Number
45-G-103254/2487-02

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
WI

8. Date of Organization
5/7/2024

9. Wisconsin DFI Registration Number

10. Premises Address
419 E Grand Ave

11. City
Beloit

12. State
WI

13. Zip Code
53511

14. County
Rock

15. Governing Municipality: City Town Village of:

16. Aldermanic District

17. Premises Phone
608-345-6660

18. Premises Email
[Redacted]

19. Website

20. Premises Description
[Redacted] pizzazz@pizzazzbeloit.com

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.

There is a residential apartment upstairs. There is a retail business (boutique) in the lower level. Wine bar will be located within the boutique.

21. Mailing Address (if different from premises address)

22. City

23. State

24. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. Yes No
If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> 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 Drake		First Name Christine		M.I. K
Title owner	Email pizza22@pizza22beloit.com		Phone 608-365-6660	
Signature 			Date 5/12/2026	

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-100

Alcohol Beverage Individual Questionnaire

Date 5/12/2024

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) The Loft Wine Bar, LLC
2. Business Trade Name or DBA
3. Entity Type (check one) Sole Proprietor Partnership [X] Limited Liability Company Corporation Nonprofit Organization

Part B: Individual Information
1. Last Name Drake 2. First Name Christine 3. M.I. K
4. Relationship to Business (Title) owner 5. Email pizzazz@pizzazzbeloit.com 6. Phone 608-345-6660
7. Home Address 1530 N. Wright Rd
8. City Janesville 9. State WI 10. Zip Code 53546 11. Date of Birth
12. Driver's License/State ID Number 13. Driver's License/State ID State of Issuance WI

Part C: Address History
1. Do you currently live in Wisconsin? [X] Yes [] No
If yes, provide the month and year when you permanently moved to Wisconsin (MM/YYYY) 6-17-1968
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.
Previous Address 1: 1530 N Wright Rd, City: Janesville, State: WI, Zip Code: 53546
Previous Address 2-5: (Empty)
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.
State: WI, County: Rock

Continued ->

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No
If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No
If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

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

Signature  Date 5/12/2024

Part D: Criminal History

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

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

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed?, <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

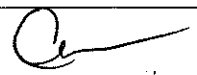
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

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

*DE 1971
05/14/26*

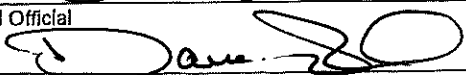
Part E: Attestation

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 *5/12/2024*

Part F: Licensing Authority Approval

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

Name of Local Official <i>Dave Elrod</i>	Title <i>Lieutenant</i>
Signature of Local Official 	Date <i>05/19/26</i>

Form
AB-101

Alcohol Beverage Appointment of Agent

Date
5-12-2024


Agent Type (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

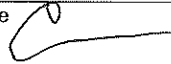
Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) The Loft Wine Bar, LLC	
2. Business Trade Name or DBA	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> 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 Drake	2. First Name Christine	3. M.I. K	
4. Email pizzazz@pizzazzbloit.com		5. Phone 609-365-4460	
6. Home Address 1530 N Wright Rd			
7. City Janesville	8. State WI	9. Zip Code 53546	10. Date of Birth [REDACTED]
11. Driver's License/State ID Number [REDACTED]		12. Driver's License/State ID State of Issuance WI	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire (licensee) or Form AB-300, Alcohol Beverage Personal Questionnaire (permittee)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

Part D: Business Attestation			
<p>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.</p>			
Last Name Draha		First Name Christine	
M.I. K			
Title owner	Email pizzazz@pizzazzabeloit.com		Phone 608-365-6660
Signature 		Date 5-12-2024	

Part E: Agent Attestation			
<p>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.</p>			
Last Name Draha		First Name Christine	
M.I. K			
Signature 		Date 5-12-2024	



SUPPLEMENTAL QUESTIONNAIRE FOR AGENTS

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

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

QUESTIONS

1. The law requires that the entity appointing you as agent vest in you, by properly authorized and executed written delegation, full authority and control of the premises described in the license or permit of the entity, and of the conduct of all business on the premises relative to alcohol beverages, that the license or permittee could have and exercise if it were a natural person. Please state in your own words how you intend to fulfill those duties and exercise your authority. *I will monitor daily operations, enforce age verification, and make sure alcohol is sold responsibly.*
2. Please describe any previous experience you have had in retail alcohol sales. *I was a licensed bartender for 20 years*
3. Please state how many other people will be under your supervision and engaged in alcohol beverage business. *5 people*
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. *Everyone will be required to get their operator's license & complete the necessary coursework for it.*
5. Please describe in detail what training, policy, and procedures you intend to implement to ensure against underage sales. *All staff will be required to learn what a fake ID looks like, and ensure every single customer is ID'd before serving*
6. Please describe what other employees will hold licenses to directly dispense alcohol. *They will all have operator's licenses*
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. *I will be full-time employee, and I will NOT act as an agent for any other business*
8. Please state your intended hours or schedule of being physically present at the licensed premises. Your intended hours should be set on a daily, weekly, or monthly basis as appropriate. *Monday, Tuesday, Wednesday = 10-5; Thursday, Friday, Saturday = 10-8; Sunday = 10-6*

9. Please state whether you understand that you can be personally given citations by the police department for such things as underage sales, open after hours, or other alcohol related violations even when you are not on the premises.

Yes, I understand.

10. Please describe any alcohol related violations you have been charged with in the last five (5) years. Provide the date of the offense, the nature of the charge, and the disposition of the matter. If there are none, so state. NONE

11. Please provide any other information you believe that the City of Beloit should be aware of in deciding whether you satisfactorily qualify to be an alcohol beverage agent. *I have had a business in downtown Beloit for 20 years. I was a bartender for 20 years before that, and my daughter currently runs a bar in Madison.*

[Handwritten Signature]

Agent Signature

Christine Drake

Print Agent Name

Subscribed and sworn to be this 12 day of May, 2026



[Handwritten Signature]

Notary Public Anne T. Synove

My Commission Expires: 11-5-2029

[Handwritten Signature]

Corporate Officer Signature
(Designate Office)

Christine Drake

Print Corporate Officer Name

Subscribed and sworn to be this 12 day of May, 2026

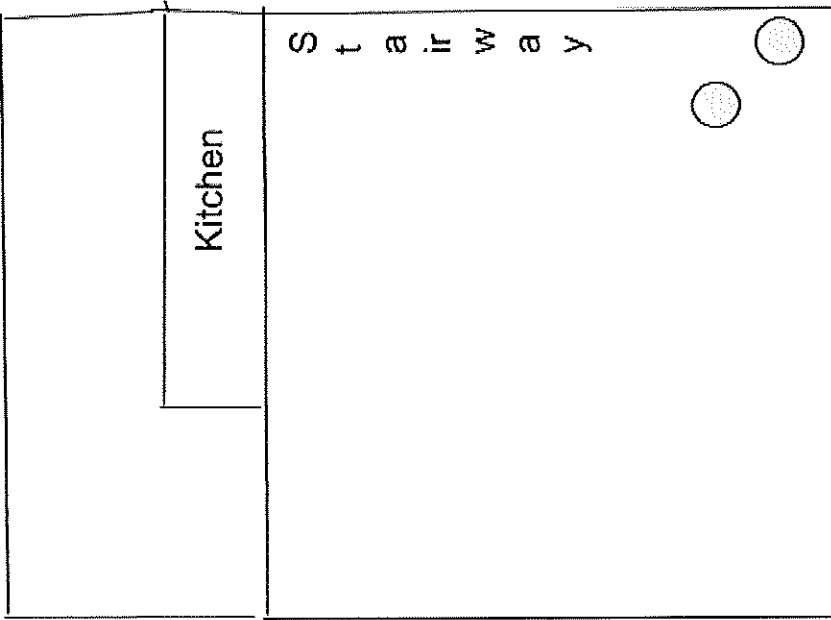


[Handwritten Signature]

Notary Public Anne T. Synove

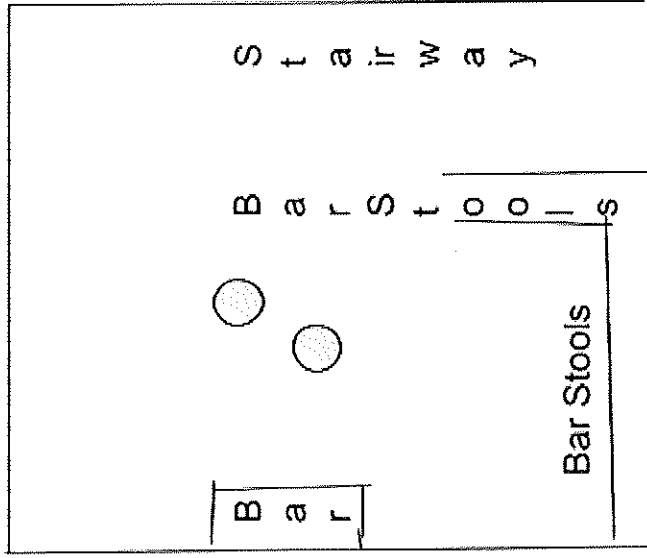
My Commission Expires: 11-5-2029

Back Door

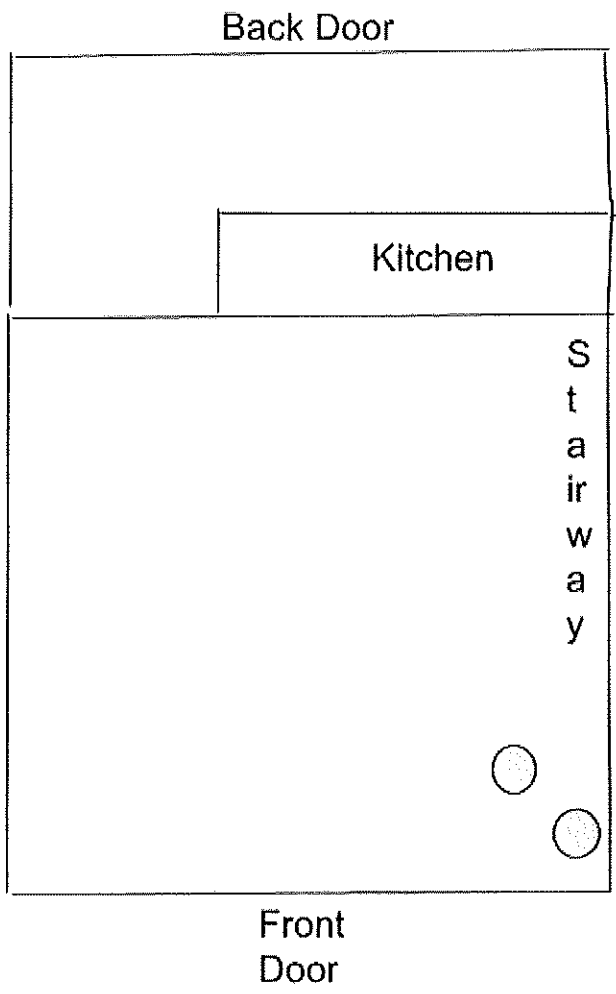


Front Door

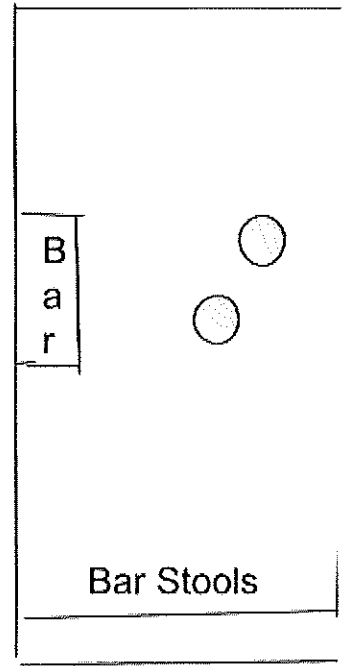
1st Floor



2nd Floor



1st Floor



2nd Floor

The wine will be served at the tables to the right of the front door downstairs, and at the tables and bar stools in the loft area on 2nd floor. The wine will be stored in the kitchen and the bar area on 2nd floor.

CITY OF BELOIT

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic:	Referral to Plan Commission: Ordinance No. 3918 amending the Zoning District Map for a portion of 625 Third Street.		
Date:	July 7, 2026		
Presenter:	Julie Christensen	Department:	Community Development

Overview/Background Information

Andrew Coenen, on behalf of Hendricks Commercial Properties, LLC, has submitted an application for review and consideration of a Zoning Map Amendment for a portion of the property located at 625 Third Street from M-2, General Manufacturing District, to PUD, Planned Unit Development District. The applicant has also submitted an application for a Planned Unit Development (PUD) - Master Land Use Plan for the subject property.

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

1. The applicant has proposed the relocation and expansion of CareerTek to the existing building on the subject property (into the space formerly used as the Golf Lab), along with additional uses. CareerTek provides career training and college preparation to local students. Other uses include office, retail, commercial, and entertainment.
2. The applicant is seeking approval of a PUD to allow for a mix of uses, including education uses, which are otherwise not allowed in the M-2, General Manufacturing District, as well as reduced parking requirements.
3. The City’s Comprehensive Plan recommends *Avenue Mixed Use* for the subject property, which includes small-scale office, service, institutional, or retail commercial uses, small-scale indoor-oriented industrial, existing single-family residential, and mixed residential formats and uses in an arrangement compatible with the scale of the neighborhood context through building form, site design, and landscaping; typically, 1 to 5 stories in height. The proposed land use is consistent with the Comprehensive Plan.
4. Attached is a copy of the Ordinance being referred.

Conformance with Strategic Plan

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

- | | |
|---|---|
| <input type="checkbox"/> Goal #1 - Safe and Healthy Neighborhoods | <input checked="" type="checkbox"/> Goal #4 - High Quality of Life |
| <input type="checkbox"/> Goal #2 - High Performing Organization | <input type="checkbox"/> Goal #5 - High Quality Infrastructure and Connectivity |
| <input checked="" type="checkbox"/> Goal #3 - Economic and Residential Growth | <input type="checkbox"/> 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

If approved, the resulting development would foster Economic Sustainability by allowing a mix of educational and commercial uses to strengthen the local economy.

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 the Plan Commission for the July 8, 2026 meeting
- This item will likely return to the City Council for a public hearing on July 20, 2026, and possible action on August 3, 2026. However, the applicant has requested that City Council suspend the rules and take action on this Ordinance on July 20, 2026.

Fiscal/Budget Note

The resulting PUD, if the rezoning is approved, will increase the City’s tax base.

Legal Review
Legal Review: <input type="checkbox"/> This action has had legal review <input checked="" type="checkbox"/> No legal review is needed for this action
Write N/A if not applicable: N/A
Attachments
Application, Ordinance, and Proposed Master Land Use Plan

Revised 04-26-2026

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:** 625 3rd, Beloit, WI 53511

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 = 31,956 square feet.

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

3. **Tax Parcel Number(s):** 13530710

4. **Owner of record:** Hendricks Commercial Properties LLC Phone: _____

525 3rd St, Suite 300

Beloit

WI

53511

(Address)

(City)

(State)

(Zip)

5. **Applicant's Name:** Andrew Coenen

555 S River St

Janesville

WI

53548

(Address)

(City)

(State)

(Zip)

_____/

_____/

_____/

(Office Phone #)

(Cell Phone #)

(E-mail Address)

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

Change zoning district classification from: M-2 to: PUD

All existing uses on this property are: Light Manufacturing

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

Principal use(s): Workforce/Trade Education, College Prep Services, Office, Commercial,

Retail, Entertainment

Secondary use(s): _____

Accessory use(s): _____

ORDINANCE NO. 3918

**AN ORDINANCE AMENDING THE
ZONING DISTRICT MAP OF THE CITY OF БЕЛОIT**

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 M-2, General Manufacturing District, to PUD, Planned Unit Development District:

PART OF LOT 1 OF CERTIFIED SURVEY MAP DOCUMENT NO. 2065929, RECORDED IN VOLUME 37 ON PAGES 445-452 OF CERTIFIED SURVEY MAPS, BEING PART OF GOVERNMENT LOTS 2 AND 3 OF SECTION 35, TOWN 1 NORTH, RANGE 12 EAST, OF THE 4TH/ P.M., CITY OF БЕЛОIT, ROCK COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF AFORESAID CERTIFIED SURVEY MAP DOCUMENT NO. 2065929; THENCE SOUTH 84°14'42" EAST ALONG THE NORTH LINES OF LOT 2 AND LOT 3 OF AFORESAID CERTIFIED SURVEY MAP DOCUMENT NO. 2065929 A DISTANCE OF 305.38 FEET TO THE NORTHEAST CORNER OF LOT 3 OF AFORESAID CERTIFIED SURVEY MAP NO. 2065929; THENCE NORTH 54°40'21" WEST A DISTANCE OF 103.55 FEET TO THE POINT OF BEGINNING; THENCE NORTH 84°28'27" WEST A DISTANCE OF 101.95 FEET; THENCE NORTH 5°00'00" EAST A DISTANCE OF 105.16 FEET; THENCE NORTH 85°00'00" WEST A DISTANCE OF 18.60 FEET; THENCE NORTH 5°00'00" EAST A DISTANCE OF 5.61 FEET; THENCE NORTH 85°00'00" WEST A DISTANCE OF 15.25 FEET; THENCE NORTH 1°12'22" EAST A DISTANCE OF 98.43 FEET; THENCE SOUTH 88°45'49" EAST A DISTANCE OF 7.95 FEET; THENCE NORTH 5°06'30" EAST A DISTANCE OF 57.95 FEET; THENCE SOUTH 83°19'18" EAST A DISTANCE OF 61.12 FEET; THENCE SOUTH 0°31'32" EAST A DISTANCE OF 8.52 FEET; THENCE NORTH 88°55'57" EAST A DISTANCE OF 10.09 FEET; THENCE NORTH 89°28'27" EAST A DISTANCE OF 6.98 FEET; THENCE NORTH 0°51'08" WEST A DISTANCE OF 8.92 FEET; THENCE NORTH 83°38'04" EAST A DISTANCE OF 12.00 FEET; THENCE SOUTH 70°44'15" EAST A DISTANCE OF 45.93 FEET; THENCE SOUTH 4°59'54" WEST A DISTANCE OF 259.78 FEET TO THE POINT OF BEGINNING. CONTAINING 32,627 SQUARE FEET OF LAND, MORE OR LESS.

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

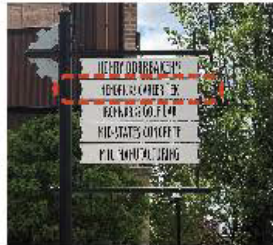
Published this ____ day of _____, 2026

Effective this ____ day of _____, 2026

01-611100-5231-_____

A) DIRECTORY SIGN

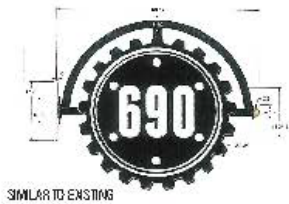
EXISTING 48"x8" TENANT SIGN, 2 SIDED W/ 3" LETTERING (UNLIMITED NUMBER ALLOWED FOR DIRECTIONAL SIGN)



B) ADDRESS SIGN

24 SQ. FT. MAX. NEED

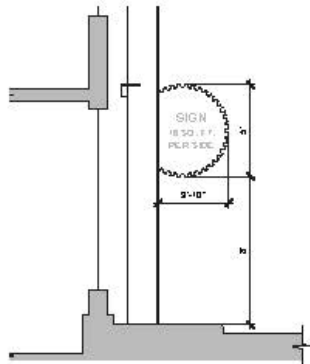
NEW ADDRESS SIGN FOR 625 THIRD ST. 60125"x51" W/ 1.52" LETTERING, 2 SIDED, 12 SQ. FT. PER SIGN FACE. (EXCEEDS SIZE LIMITATION FOR ADDRESS SIGNS)



C) CAREERTEK TENANT SIGN

40 SQ. FT. MAX. NEED

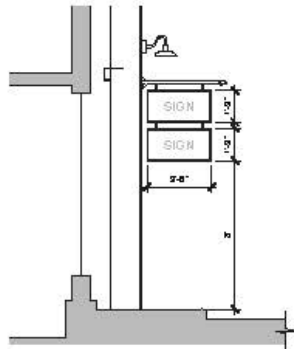
NEW CAREERTEK TENANT SIGN, 2-SIDED (REDUCED MINIMUM CLEARANCE FROM SIDEWALK & ROADWAY-- SAME AS EXG TENANT SIGNS)



D) FUTURE TENANTS' SIGN

30 SQ. FT. MAX. NEED

NEW 42"x21" TENANT SIGN, 2-SIDED, QTY: 2 (REDUCED MINIMUM CLEARANCE FROM SIDEWALK & ROADWAY-- SAME AS EXG TENANT SIGNS)



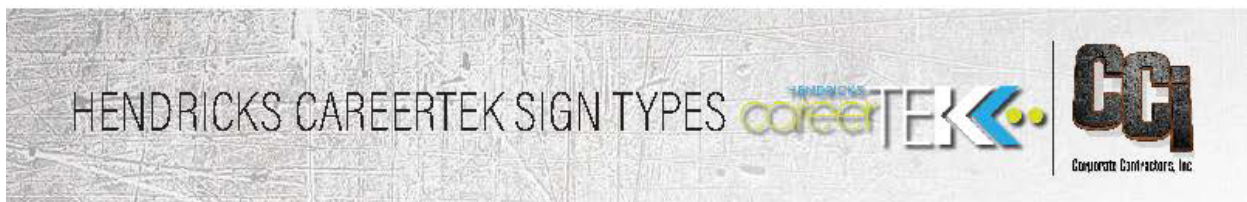
E) DOOR GRAPHICS

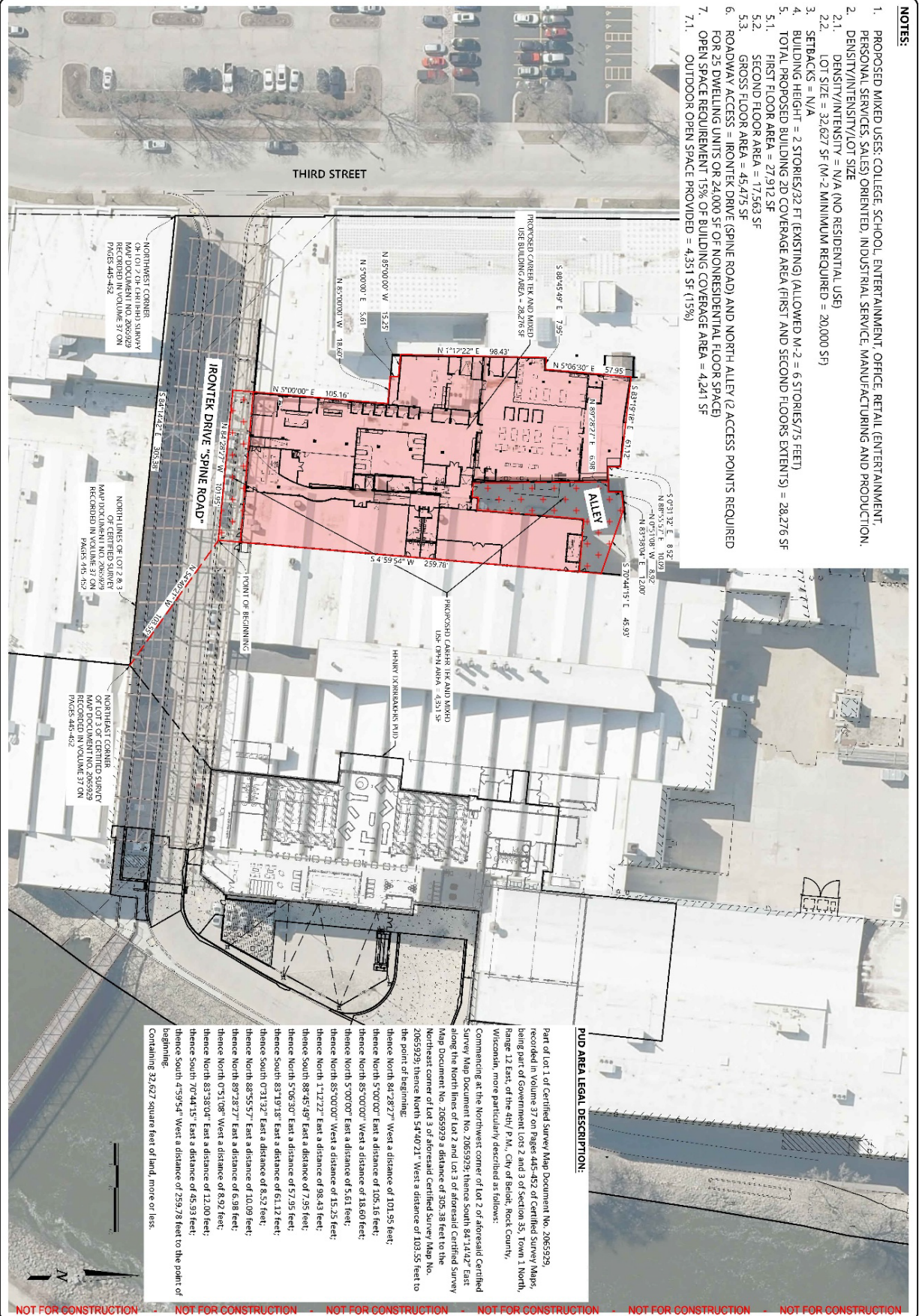
DOOR SIGNS & ADDRESS SIGNS ARE EXEMPT FROM PERMIT REQUIREMENT. TO INCLUDE ADDRESS NUMBER & TENANT LOGOS.

F) SANDWICH BOARD SIGN

32 SQ. FT. MAX. NEED

NEW 30"x48" 2-SIDED SANDWICH BOARD SIGN (PORTABLE)





- NOTES:**
1. PROPOSED MIXED USES: COLLEGE, SCHOOL, ENTERTAINMENT, OFFICE, RETAIL, ENTERTAINMENT, PERSONAL SERVICES, SALES) ORIENTED, INDUSTRIAL SERVICE, MANUFACTURING AND PRODUCTION.
 2. DENSITY/INTENSITY/LOT SIZE
 - 2.1. DENSITY/INTENSITY = N/A (NO RESIDENTIAL USE)
 - 2.2. LOT SIZE = 32,627 SF (M-2 MINIMUM REQUIRED = 20,000 SF)
 3. SETBACKS = N/A
 4. BUILDING HEIGHT = 2 STORIES/23 FT (EXISTING) (ALLOWED M-2 = 6 STORIES/75 FEET)
 5. TOTAL PROPOSED BUILDING 2D COVERAGE AREA (FIRST AND SECOND FLOORS EXTENTS) = 28,276 SF
 - 5.1. FIRST FLOOR AREA = 27,912 SF
 - 5.2. SECOND FLOOR AREA = 17,563 SF
 - 5.3. GROSS FLOOR AREA = 45,475 SF
 6. ROADWAY ACCESS = IRONTEK DRIVE (SPINE ROAD) AND NORTH ALLEY (2 ACCESS POINTS REQUIRED FOR 25 DWELLING UNITS OR 24,000 SF OF NONRESIDENTIAL FLOOR SPACE)
 7. OPEN SPACE REQUIREMENT 15% OF BUILDING COVERAGE AREA = 4,241 SF
 - 7.1. OUTDOOR OPEN SPACE PROVIDED = 4,351 SF (15%)

PUD AREA LEGAL DESCRIPTION:

Part of Lot 1 of Certified Survey Map Document No. 2065929, recorded in Volume 37 on Pages 445-452 of Certified Survey Maps, being part of Government Lots 2 and 3 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of Lot 2 of aforesaid Certified Survey Map Document No. 2065929; thence South 86°14'42" East along the North lines of Lot 2 and Lot 3 of aforesaid Certified Survey Map Document No. 2065929 a distance of 305.38 feet to the Northeast corner of Lot 3 of aforesaid Certified Survey Map No. 2065929; thence North 54°40'21" West a distance of 103.35 feet to the point of beginning;

thence North 88°28'27" West a distance of 101.95 feet;

thence North 5°00'00" West a distance of 105.16 feet;

thence North 85°00'00" West a distance of 18.60 feet;

thence North 5°00'00" East a distance of 5.61 feet;

thence North 85°00'00" West a distance of 15.25 feet;

thence North 1°12'22" East a distance of 98.43 feet;

thence South 88°45'49" East a distance of 7.95 feet;

thence North 5°06'30" East a distance of 57.95 feet;

thence South 85°19'18" East a distance of 61.12 feet;

thence South 0°31'32" East a distance of 8.52 feet;

thence North 88°55'57" East a distance of 10.09 feet;

thence North 89°28'27" East a distance of 6.98 feet;

thence North 0°51'08" West a distance of 8.92 feet;

thence North 83°38'04" East a distance of 12.00 feet;

thence South 70°44'15" East a distance of 45.93 feet;

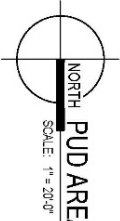
thence South 4°59'54" West a distance of 259.78 feet to the point of beginning.

Containing 32,627 square feet of land, more or less.

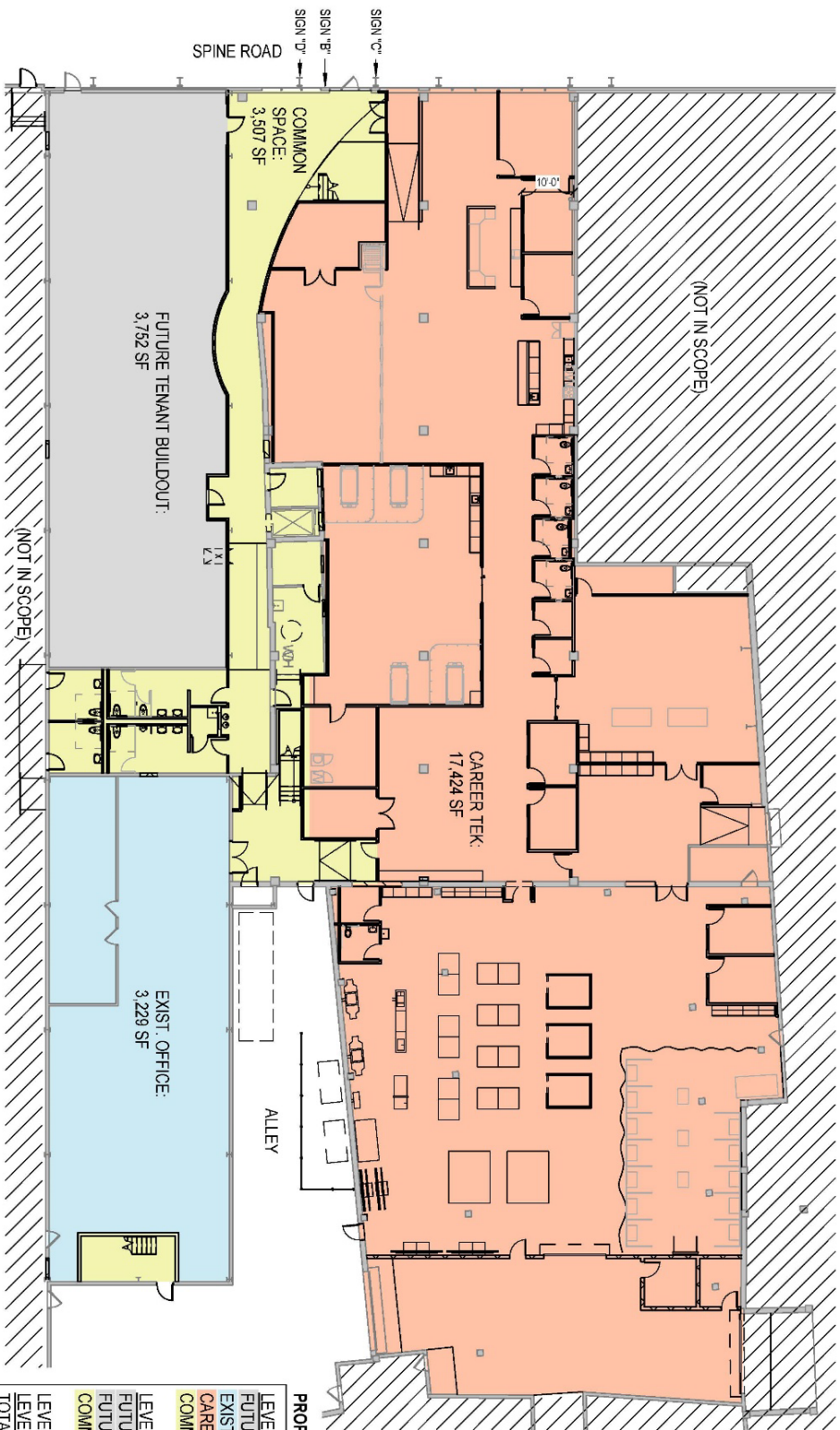
NOT FOR CONSTRUCTION - NOT FOR CONSTRUCTION - NOT FOR CONSTRUCTION - NOT FOR CONSTRUCTION - NOT FOR CONSTRUCTION - NOT FOR CONSTRUCTION

<p>DESIGNED BY: AF</p> <p>DRAWN BY: DA</p> <p>CHECKED BY: DA</p> <p>APPROVED BY: PD</p> <p>PROJECT NO.: 34466.DWG</p>	<p>HENDRICKS COMMERCIAL PROPERTIES 625 & 655 THIRD STREET (IRONWORKS) CITY OF BELOIT ROCK COUNTY, WISCONSIN</p>	<p>IRONWORKS PUD EXHIBIT CAREER TEK REDEVELOPMENT</p>	<p>DATE: 05/15/2023</p> <p>1461 Farmville Drive Beloit, WI 53511 (608) 363-4664</p> <p>1974 High Street Janesville, WI 53408 (608) 743-9370</p> <p>1540 N. Wisconsin St. Eau Claire, WI 54601 (608) 779-2250</p> <p style="text-align: center;">Batterman engineers surveyors planners www.batterman.com</p>
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NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.



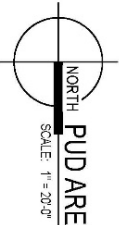
NORTH PUD AREA EXHIBIT - LVL 01



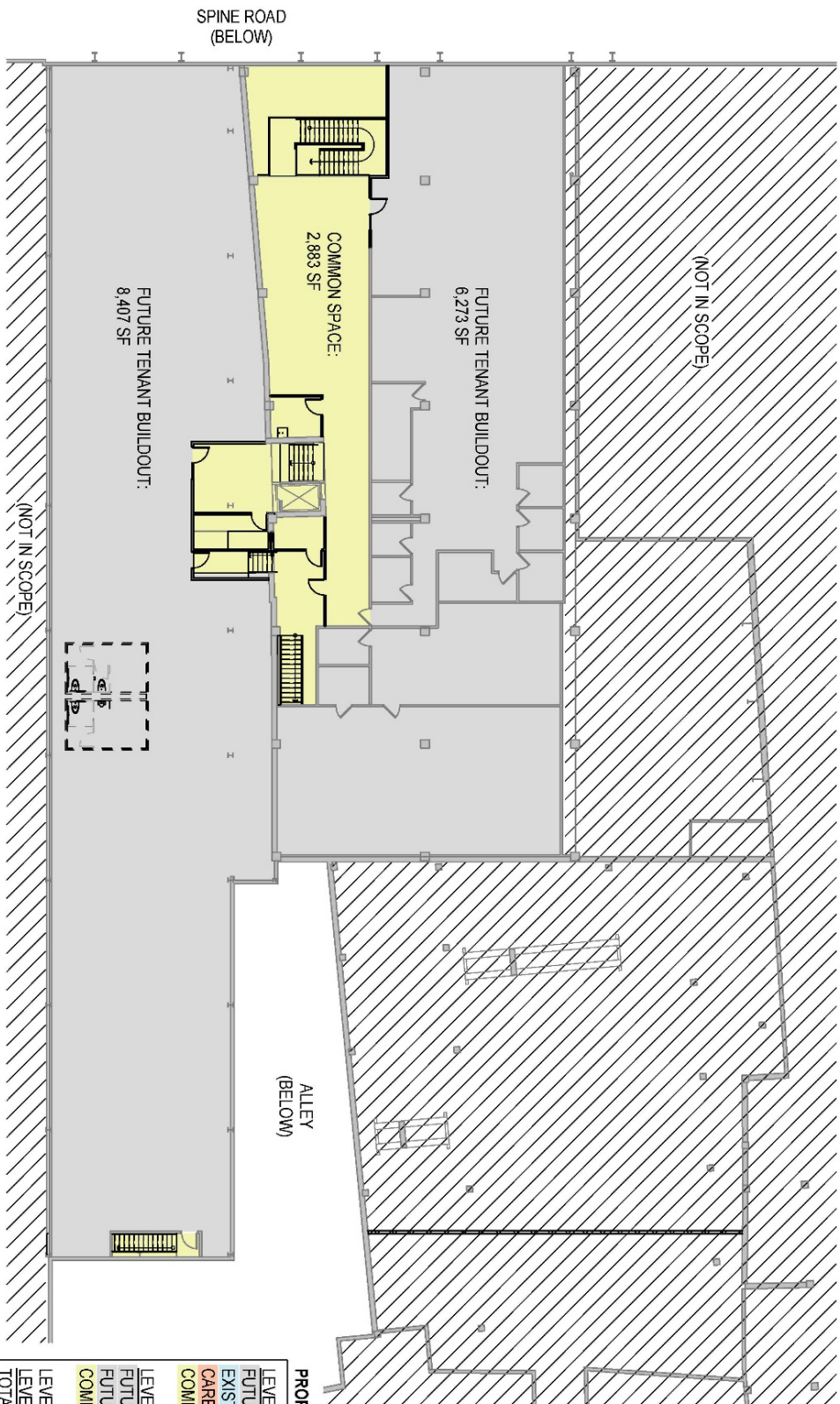
PROPOSED PUD AREA TOTALS:

LEVEL 01:	
FUTURE TI	= 3,752 SF
EXIST OFFICE	= 3,229 SF
CAREER TEK	= 17,424 SF
COMMON	= 3,507 SF
LEVEL 02:	
FUTURE TI	= 6,273 SF
FUTURE TI	= 8,407 SF
COMMON	= 2,983 SF
LEVEL 01 TOTAL	= 27,912 SF
LEVEL 02 TOTAL	= 17,663 SF
TOTAL	= 45,475 SF

<p>ANGUS-YOUNG ARCHITECTS/ENGINEERS Jamesville Madison Reelfoot www.angusyong.com</p>	TITLE:	PROJECT NO.:	DATE:	BY:	REF. SHEET:
	<p>PROPOSED AREAS AND USES - LVL 1 CORPORATE CONTRACTORS, INC. HENRICKS OPERATEK RELIQUON</p>	82930	06/08/2026	AMC	
<p>SKETCH NO.:</p> <p>PUD 101</p>		REFERENCE NO.:			



NORTH
PUD AREA EXHIBIT - LVL 02



PROPOSED PUD AREA TOTALS:

LEVEL 01:		
FUTURE TI	=	3,752 SF
EXIST. OFFICE	=	3,229 SF
CAREER TEK	=	17,424 SF
COMMON	=	3,507 SF
LEVEL 02:		
FUTURE TI	=	6,273 SF
FUTURE TI	=	8,407 SF
COMMON	=	2,883 SF
LEVEL 01 TOTAL	=	27,912 SF
LEVEL 02 TOTAL	=	17,563 SF
TOTAL	=	45,475 SF

ANGUS-YOUNG
ARCHITECTS/ENGINEERS
Jamestown | Madison | Rockford
www.angusyong.com

TITLE:
PROPOSED AREAS AND USES - LVL 1

CORPORATE CONTRACTORS, INC.
HENRICKS CAREERTEK RELOCATION

PROJECT NO: 82990 DATE: 06/05/2026 BY: AMC

SKETCH NO:
PUD 102

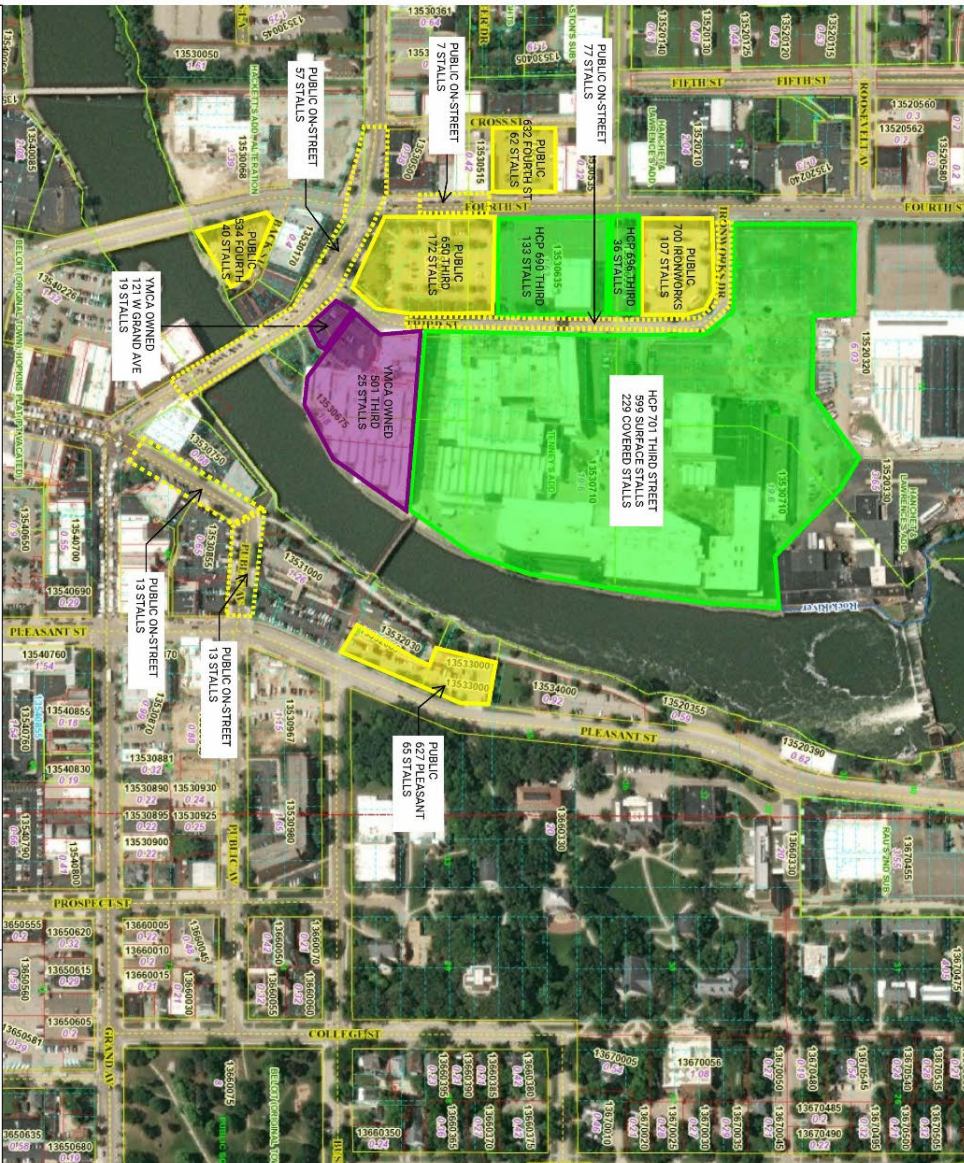
REF. SHEET: REFERENCE TO:

Ironworks Campus Parking Calculations

Function	Area	Parking Calculation	Factor	Total
Office	387,089	1 Space per "x" sf Floor Area	290	1,549
Industrial	19,104	1 Space per "x" sf Floor Area	500	39
Warehouse	121,774	1 Space per "x" sf Floor Area	2,000	61
Entertainment (existing Henry Donahue)	17,180 gsf		n/a	279
Entertainment (existing Henry Donahue)	9,400 Seating Area	50% Capacity		
Carerit'ek (excluding shop space)	9,683	1 Space per "x" sf Floor Area	250	39
Retail	3,652	1 Space per "x" sf Floor Area	150	25
TOTAL REQUIRED				1,992

Parking Available:

Public Lots:	Area	Available:
(West)	700 Ironworks Drive	107
(West)	650 Third Street	172
(South)	534 Fourth Street	40
(West)	632 Fourth Street	62
(East)	627 Pleasant	65
Subtotal:		446
On-Street Stalls		
	W Grand from Cross to River	57
	Third St from Ironworks at 4th	77
	Public Ave from State to Pleasant	13
	Public Ave from 4th to Grand	13
	Public Ave from Grand to St. Lawrence	7
Subtotal:		167
Private Lots by HCP:		
	701 Third Street Surface	589
	701 Third Street Covered	229
	666 Third Street	36
	690 Third Street	133
Subtotal:		957
Owned by YMCA:		
	501 Third Street	25
	121 W Grand Ave	19
Subtotal:		44
Total Available:		1,654



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TITLE:
PROPOSED PARKING REQUIREMENTS

PROJECT NO.: 82390 **DATE:** 06/05/2026 **BY:** AMC

REF. SHEET:

REFERENCE TO:

SKETCH NO. **PUD 103**

CITY OF БЕЛОИТ

REPORTS AND PRESENTATIONS TO CITY COUNCIL



Topic:	Consideration of Resolution 2026-091 Adopting the 2027 Community Development Block Grant (CDBG) Local Funding Priorities		
Date:	July 7, 2026		
Presenter:	Teri Bown	Department:	Community Development

Overview/Background Information

HUD recommends that municipalities establish local funding priorities in order to guide the allocation of local CDBG funds. The funding priorities approved by City Council will be incorporated into the 2027 application process which begins in mid-to-late July.

The City prepared its 2025-2029 Consolidated Plan, which is a 5-year strategic plan for the use of CDBG funds. Staff held three Steering Committee meetings with local agencies and community leaders to obtain input about the needs of the community and gaps in services. The following needs were identified in these meetings:

Meeting 1: Steering Committee on Housing and Homelessness

- Need for additional workforce housing units
- Need for affordable childcare
- Need for Emergency, Transitional, and supportive Housing (long-term and short-term)
- Need for case management and advocacy services within housing and emergency shelters
- Need for affordable homeownership opportunities and education, including credit repair and financial literacy programs
- Need for specialized and accessible housing to address unique needs of special needs populations
- Need for advocacy to change the definition of “homelessness”

Meeting 2: Steering Committee on Non-homeless Special Needs

- Elderly, frail elderly, and persons with disabilities:
 - Need for transportation
 - Need for improved healthcare access
 - Need for more intensive and higher levels of services for persons with physical, mental and developmental disabilities
 - Need for dementia services
 - Need for social connection for homebound seniors
- Persons experiencing AODA (alcohol and other drug addiction):
 - Need for access to more intensive treatment options than currently available in the community
 - Need for sober living homes
- Survivors of domestic violence:
 - Need for housing
 - Need for legal resources and advocacy
 - Need for transportation support
- Veterans:
 - Need for transportation to access VA services not available in Beloit (primarily located in Madison and Milwaukee)
 - Residents with limited English proficiency
 - Need for more translators, Spanish-speaking providers, and targeted services
 - Need for culturally reflective mental health services

Meeting 3: Steering Committee on Community and Economic Development Needs

- Need for affordable, quality childcare/early literacy programs
- Need for better access to transportation including walking, biking, vehicles and expanded public transportation to address existing gaps (nights, weekends)
- Need for future-ready skills including soft skills, life skills, computer literacy, and employment training

- Need for improvements to public facilities
- Need for resiliency planning in response to extreme weather events
- Need for access to micro-loans with reasonable interest rates to meet short-term, urgent needs
- Need to inventory and monitor vacant properties so they do not become nuisances for neighborhoods

The City also held public neighborhood listening sessions in the two Neighborhood Revitalization Strategy Areas (NRSA), in which the following needs were identified:

Neighborhood Meeting 1: Hackett Neighborhood (Census Tract 16):

1. Neighborhood Revitalization Needs:
 - Street resurfacing: Highland (between Hackett and Moore), Portland, Vernon
 - Blacktop at Vernon Park
 - Community garden on the west side
 - Increasing homeownership, rent-to-own opportunities, and other pathways to build generational wealth
 - Need for sports center or areas to play sports on the west side
 - Create more housing, including shelter facilities for homeless children and teens
 - New home construction on the west side
 - Support for non-profit facility improvements on the west side
2. Resident Empowerment Needs:
 - More youth programs on the west side, particularly programming at Vernon Park
 - Increase awareness about resources available to residents
 - Support non-profits located on and serving the west side, especially in the Hackett neighborhood
 - Affordable childcare services
 - Create neighborhood associations to increase resident involvement, help residents get to know their neighbors, and increase trust and safety
 - Youth programs that allow/engage community service
 - Need for housing which uses the “housing first” model and includes supportive services for homeless residents
3. Public Safety Needs:
 - Improved street lighting and tree trimming/maintenance throughout west side of Beloit, particularly in Vernon Park
 - Teen safety and engagement in Vernon Park
 - More AODA services, including support networks (such as Narcotics Anonymous)
 - Monitoring of nuisance properties and activities
 - Increase feelings of safety for residents walking by addressing issues such as loitering, public drinking and drug use

Neighborhood Meeting 2: Merrill Neighborhood (Census Tract 18):

1. Neighborhood Revitalization Needs:
 - Increase efforts to promote resources available for homeowners to improve their properties, including outreach efforts about the City’s Housing Rehab Loan Program
 - Enhanced code enforcement, especially for vacant properties
 - Educational opportunities related to homeownership and maintaining a home
 - Outreach to landlords to help them have the skills and resources to improve their properties
2. Resident Empowerment Needs:
 - Structured youth activities at Regina Dunkin Park, with focus on free or reduced cost programs
 - Pair youth activities with Parks Department programming and facilities
 - Increased outreach to residents about programs and activities available for youth
 - Form neighborhood associations to help residents know their neighbors, and have a way to share neighborhood updates and information
 - Enhance senior programs at Merrill Community Center
 - Expand bilingual outreach efforts to better engage Spanish-speaking residents in community events and meetings
 - Expand healthcare literacy and financial literacy classes
3. Public Safety Needs:
 - Residents would like to see officers out walking in the neighborhood to engage more with residents
 - Improved traffic control, particularly at the corner of White and Madison (WI DOT currently evaluating)
 - Neighborhood walkability, particularly on Wisconsin Ave

The City also conducted interviews, additional listening sessions, and community outreach activities to gather broader community feedback, with key findings summarized below:

- Affordable rental and homeownership opportunities
- Accessible housing for seniors and adults with disabilities
- Expanded hours and flexibility for public transportation services
- Transportation assistance to access specialized services not located in Beloit
- Health and mental health care for residents without health insurance
- Advocacy and resource navigation services for special needs populations (adults with disabilities, residents with limited English proficiency, unaccompanied homeless youth)
- Bilingual and culturally reflective mental health services
- Opportunities for seniors to remain engaged and socially connected
- Positive outlets and activities for youth
- Training for essential job skills to help residents obtain higher paying jobs, and help employers better recruit and retain employees

The City also distributed surveys to residents and service providers, with additional priority results shown below:

- Affordable housing for rent and sale
- Emergency homeless shelters
- Neglected/abused children centers and services
- Education and youth services
- Health services
- Job creation/retention
- Employment training
- Technical assistance for small businesses
- Fair Housing trainings for landlords/property managers
- Fair Housing trainings for residents

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

Based on the information above, staff recommends the following funding priorities:

1. Public Service Programs which focus on comprehensive case management strategies, with priority given to neighborhood stabilization activities, housing assistance, education in life skills, employment training, health and mental health care access, transportation, youth programs, senior services, and programs which offer bi-lingual services and outreach to better serve Latino residents, and activities which meet one of the NRSA objectives.
2. Code Enforcement
3. Housing Rehabilitation
4. Housing Activities (Direct Homeownership Assistance/Down-payment and Closing Cost Assistance)
5. Economic Development Activities, with priority given to job creation/retention, employment training, and technical assistance for small businesses and micro-enterprise businesses
6. Program Administration
7. Fair Housing

Eligible CDBG project categories are also listed in Attachment A to the resolution for your information.

Conformance with Strategic Plan

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Goal #1 - Safe and Healthy Neighborhoods | <input checked="" type="checkbox"/> Goal #4 - High Quality of Life |
| <input type="checkbox"/> Goal #2 - High Performing Organization | <input type="checkbox"/> Goal #5 - High Quality Infrastructure and Connectivity |
| <input checked="" type="checkbox"/> Goal #3 - Economic and Residential Growth | <input checked="" type="checkbox"/> 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 request complies with Social Sustainability by giving the community an opportunity to give input on funding priorities. This will allow the City Council to set funding priorities that are in the best interest of the health and well-being of our residents.

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:	<input checked="" type="checkbox"/> Complies with the City's Grant Policy	<input type="checkbox"/> No City grant is contemplated by this action
Other City Policy Compliance:	<input checked="" type="checkbox"/> Complies with the applicable City Policy	<input type="checkbox"/> No City Policy is applicable to this action
Action Required/Recommendation		
Approval of Resolution 2026-091		
Fiscal/Budget Note		
These funding priorities will allow the City to fund the highest priority needs with the CDBG grant dollars.		
Legal Review		
Legal Review:	<input type="checkbox"/> This action has had legal review	<input checked="" type="checkbox"/> No legal review is needed for this action
Write N/A if not applicable: N/A		
Attachments		
Resolution 2026-091 Adopting the 2027 Community Development Block Grant (CDBG) Local Funding Priorities; Attachment A: Proposed Funding Priorities and Eligible CDBG Projects List		

Revised 04-26-2026

RESOLUTION 2026-091

**RESOLUTION ADOPTING 2027 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
LOCAL FUNDING PRIORITIES**

WHEREAS, the City of Beloit will be allocating Community Development Block Grant (CDBG) funds to eligible projects for 2027; and

WHEREAS, CDBG funds awarded to the City of Beloit are limited; and

WHEREAS, the Community Development Authority recommends that setting priorities for funding will ensure allocation to projects which will meet the greatest needs for the dollars spent and has recommended the funding priorities outlined in Attachment A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beloit, Rock County, Wisconsin, hereby adopts the 2027 CDBG Local Funding Priorities as shown on Attachment A and authorizes the City Manager to do all other things necessary and appropriate to implement and carry out the purposes of this Resolution.

Approved this 7th day of July, 2026.

CITY COUNCIL OF THE CITY OF БЕЛОIT

Kevin Day, President

ATTEST:

Rebecca Wallendal, City Clerk-Treasurer

Attachment A
To Council Resolution 2026-091
ADOPTING 2027 COMMUNITY DEVELOPMENT BLOCK GRANT
LOCAL FUNDING PRIORITIES
(7-7-2026)

1. Public Service Programs which focus on comprehensive case management strategies, with priority given to neighborhood stabilization activities, housing assistance, education in life skills, employment training, health and mental health care access, transportation, youth programs, senior services, and programs, programs which offer bi-lingual services and outreach to better serve Latino residents, and activities which meet one of the Neighborhood Revitalization Strategy Area (NRSA) Plan objectives.
2. Code Enforcement
3. Housing Rehabilitation
4. Housing Activities (Direct Homeownership Assistance/Down-payment and closing cost assistance)
5. Economic Development Activities, with priority given to job creation/retention, employment training, and technical assistance for small businesses and micro-enterprise businesses
6. Program Administration
7. Fair Housing

Eligible CDBG Projects

Public Services: Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, homebuyer down payment assistance, or recreational needs.

Housing: This includes labor, materials, and other costs of rehabilitating houses; loans for financing indebtedness secured by a property being rehabilitated with CDBG funds; improvements to houses to increase energy efficiency; improvement to houses to increase water efficiency; connection of residential structures to water or sewer mains; administrative expenses related to a rehabilitation project funded with CDBG; and improvements to houses to improve the accessibility.

Property Acquisition: Acquisition of property for any public purpose which meets one of the national objectives.

Demolition: Clearance, demolition or removal of buildings and improvements, including movement of structures to other sites.

Code Enforcement: Costs incurred for inspection for code violations and enforcement of codes in deteriorating or deteriorated areas when such enforcement together with public or private improvements, rehabilitation or services to be provided maybe expected to arrest the decline of the area.

Commercial or Industrial Rehabilitation: The acquisition, construction, rehabilitation or installation of commercial or industrial buildings, structures and other real property equipment and improvements, including railroad spurs or similar extensions.

Micro-enterprise Assistance: The provision of assistance to businesses having five or fewer employees.

Planning: Activities that consist of data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans.

Public Facilities and Improvements: Acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements.

Special Economic Development Activities: Provision of assistance to a private for-profit business and economic development services related to the provision of assistance.

Fair Housing: Provision of fair housing service and fair housing enforcement, education and outreach

Interim Assistance: In areas where there are signs of physical deterioration and immediate action is needed, the repair of public infrastructure and special garbage, trash, and debris removal may be completed. Additionally, in emergency situations where public health and safety is at risk, the repair of streets, sidewalks, publicly owned utilities, and public buildings; the clearance of streets, and the improvement of private properties may be completed. These activities can only be completed to extent necessary to alleviate the emergency conditions.

Privately-owned Utilities: Acquire, construct, reconstruct, rehabilitate, or install distribution lines and facilities of privately-owned utilities.

Technical Assistance: Provide technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities.