AGENDA
BEOIT CITY COUNCIL
City Hall Forum - 100 State Street, Beloit, WI 53511
7:00 PM
Monday, February 17, 2020

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
   3.a. Introducing newly hired and promoted employees
   3.b. Proclamation honoring Beloit International Film Festival (BIFF) on its 15th Season (Anderson)
        Attachment
   3.c. Proclamation recognizing February as Children's Dental Health Month (Anderson)
        Attachment

4. PUBLIC HEARINGS

5. PUBLIC COMMENTS

6. CONSENT AGENDA
   All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the General Order of Business and considered at this point on the agenda.
   6.a. Consider approval of regular minutes of January 21 and February 3, 2020 (Stottler)
        Attachment
   6.b. Consideration of Resolution 2020-018 Authorizing Final Payment of C19-32, Summit Splashpad Installation (Williamson)
        Attachment
   6.c. Referral to Plan Commission: Consideration of Resolution 2020-36 accepting the introduction of and referring for public hearing and proceedings a resolution regarding the vacation of a portion of Water Street in the City of Beloit, Rock County, Wisconsin (Pennington)
        Attachment
   6.d. Referral to Plan Commission: Consideration of a Planned Unit Development Master Land Use Plan for the properties located at 55 Water Street and 202, 217, 220, and 232 Shirland Avenue and parts of 225 Shirland Avenue and 101 Water Street (Pennington)
6.e. Referral to Plan Commission: Consideration of a Zoning Map Amendment from CBD-2, Central Business District - Fringe, and PLI, Public Lands and Institutions, to PUD, Planned Unit Development, for the properties located at 55 Water Street and 202, 217, 220, and 232 Shirland Avenue and parts of 225 Shirland Avenue and 101 Water Street (Pennington)

6.f. Consideration of Resolution 2020-039 allowing Beloit Police Department to apply for the WI DOJ Law Enforcement Drug Trafficking Grant (2020) (Zibolski)

6.g. Consideration of Resolution 2020-038 approving the Intergovernmental Agreement between the City of Milwaukee and the City of Beloit to provide law enforcement services, personnel and equipment during the 2020 Democratic National Convention (Zibolski)

6.h. Consideration of Resolution 2020-040 allowing Beloit Police Department to apply for the WI DOJ Project Safe Neighborhoods Western District (2019) Grant (Zibolski)

7. LICENSES
   7.a. Consideration of Resolution 2020-034 for approval/denial of applicants for an Alcohol Beverage Operator’s (Bartender’s) License for years 2019-2021 (Stottler)

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.
   9.a. Appointments

10. COUNCILOR ACTIVITIES AND UPCOMING EVENTS

11. CITY MANAGER’S PRESENTATION
   11.a. Presentation of the Landmarks Commission Annual Report of 2019 Historic Preservation Activities (Chairman Alex Blazer)

12. REPORTS FROM BOARDS AND CITY OFFICERS
   12.b. The City Council may adjourn into Closed Session in the 1st Floor Conference Room pursuant to section 19.85(1)(e), Wis. Stats. to deliberate or negotiate 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 the potential purchase of 737 Bluff Street. The Council will reconvene into open session. (Downing)

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.

Lorena Rae Stottler
City of Beloit Clerk-Treasurer
www.beloitwi.gov

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.
WHEREAS, from February 21 to March 1, 2020, the Beloit International Film Festival (BIFF) will celebrate its fifteenth season of attracting an international audience to Beloit to present and to view outstanding new independent films; and

WHEREAS, BIFF will mark its anniversary with festivities and entertainment designed to draw the Greater Beloit community together and to acknowledge the contributions of donors and volunteers over a decade and a half; and

WHEREAS, hundreds of volunteers come forward each year to help transport, house, entertain and welcome thousands of visitors of all ages to our community, making a significant economic impact on Beloit while celebrating its downtown; and

WHEREAS, Beloit is proud to welcome one of its favorite daughters, Stephanie Klett, back as BIFF2020 Honorary Chair; and

WHEREAS, this annual event, which has been the talk of film festivals around the world for years, is the production of an outstanding volunteer board led by Ana Kelly and the singular and talented Executive Director Greg Gerard; and

WHEREAS, BIFF is made possible each year by supporters and donors from local institutions and businesses, by individual members of the Beloit Film Society and the Founders, as well as local and state foundations, the Wisconsin Arts Board, and funds from the State of Wisconsin and the National Endowment for the Arts.

NOW, THEREFORE, THE BELOIT CITY COUNCIL honors and celebrates BIFF2020 and welcomes filmmakers and audiences to our community. We thank the hundreds of volunteers for helping to bring Beloit to the world and the world to Beloit through the power of film.

FURTHERMORE, THE BELOIT CITY COUNCIL urges residents to enjoy the films and activities and extend a warm welcome to the filmmakers and visitors to BIFF2020.

Presented this 17th day of February, 2020.

______________________________
Regina Dunkin, Council President

ATTEST:

______________________________
Lorena Rae Stottler, City Clerk-Treasurer
WHEREAS, the year of 2020 marks the 75th anniversary of community water fluoridation; and

WHEREAS, the slogan for the 2020 National Children’s Dental Health Month is “Fluoride in water prevents cavities! Get it from the tap!”; and

WHEREAS, since 1949, the American Dental Association has sponsored the National Children’s Dental Health Month as an opportunity to spread awareness about the importance of oral health from an early age; and

WHEREAS, developing habits of good dental hygiene at an early age, as well as scheduling yearly dental visits, helps children get a good start on a lifetime of healthy teeth and gums; and

WHEREAS, the future is, to a large measure, dependent on the good health of our families and good health can be achieved in part through good dental habits learned early and reinforced throughout life; and

WHEREAS, safeguarding the health of our children is critical to the well being of our city and state; and

WHEREAS, Community Health Systems Inc. is engaged in promoting oral health for all through a comprehensive patient-centered approach; and

WHEREAS, children are the future and we owe it to ourselves to make oral health a priority.

THEREFORE, THE BELOIT CITY COUNCIL proclaims the month of February as Children’s Dental Health Month and urges our parents to take special care to teach their children the importance of dental health care.

Presented this 17th day of February, 2020.

Regina Dunkin, Council President

ATTEST:

Lorena Rae Stottler, City Clerk-Treasurer
PROCEEDINGS OF THE BELOIT CITY COUNCIL
100 State Street, Beloit WI 53511
City Hall Forum – 7:00pm
Tuesday, January 21, 2020

1) CALL TO ORDER AND ROLL CALL
Present: Clinton Anderson, Sherry Blakeley, Regina Dunkin, Nancy V. Forbeck, Kevin Leavy, Mark Preuschl
Absent: Beth Jacobsen

2) PLEDGE OF ALLEGIANCE

3) SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
3.a Chief Zibolski introduced his four promoted employees in the department as Inspector Thomas Stigler, Captain Andre Sayles, Lieutenant Christopher Eberhardt and Sergeant Garrett Morris.
3.b Vice President Anderson presented to members of the Rock County Anti-Human Trafficking Task Force, Inspector Stigler, Sara Schumacher and Carrie Wyatt, a Proclamation recognizing January as National Slavery and Human Trafficking Prevention Month. File 7148 Attachment

4) PUBLIC HEARINGS - None

5) PUBLIC COMMENTS
Celestino Ruffini, 2366 Hyacynth Ct, addressed the council as the Executive Director of Visit Beloit. He is excited to embark on a transformation of the property and begin a new chapter and encouraged the Council to support the resolution before them tonight.

6) CONSENT AGENDA
Moved by Sherry Blakeley – Seconded by Mark Preuschl to adopt the consent agenda as presented. Motion carried 6 – 0.
AYES: Clinton Anderson, Sherry Blakeley, Regina Dunkin, Nancy V. Forbeck, Kevin Leavy, Mark Preuschl
NOES: None
6.a The regular minutes of January 6, 2020 were approved. Attachment
6.b Resolution 2020-010 approving Change of Agent on the Class "B" Beer and Reserve "Class B" Beer Liquor Intoxicating Liquor License for Blazin Wings, Inc., d/b/a Buffalo Wild Wings, located at 2747 Milwaukee Road from Richard Hacker to Jamie Swan for period ending June 30, 2020 was adopted. File 8816 Attachment
6.c Resolution 2020-003 authorizing final payment for Public Works Contract C17-16 Solid Waste Trailer Storage Building was adopted. File 8750 Attachment
6.d Resolution 2020-013 authorizing final payment for Public Works Contract C19-10 Froebel Sanitary Sewer Extension was adopted. File 8813
   Attachment
6.e Resolution 2020-008 approving a three-lot Certified Survey Map for a portion of the property located at 1452 Townhall Road was adopted. File 8036
   Attachment
6.f Resolution 2020-014 authorizing the City Manager of the City of Beloit to submit applications to the Wisconsin Department of Transportation (WisDOT) for 2020-2024 Transportation Alternatives Program (TAP) funding for Park Avenue was adopted. File 8773
   Attachment
6.g Resolution 2020-015 authorizing the City Manager of the City of Beloit to submit applications to the Wisconsin Department of Transportation (WisDOT) for 2020-2024 Transportation Alternatives Program (TAP) funding for Milwaukee Road was adopted. File 8773
   Attachment
6.h Resolution 2020-007 authorizing final payment for Public Works Contract C18-18 Townhall Road Reconstruction was adopted. File 8789
   Attachment
6.i Resolution 2020-016 authorizing final payment for Public Works Contract C19-02 Sixth Street Turn Lanes was adopted. File 8813
   Attachment
6.j Resolution 2020-005 authorizing final payment for Public Works Contract C19-22 Trenchless Sewer Rehabilitation was adopted. File 8813
   Attachment
6.k Resolution 2020-017 approving a Commercial Offer to Purchase between the City of Beloit and Beloit Convention and Visitors Bureau, Inc., for the sale of the property at 656 Pleasant Street was adopted. File 7331
   Attachment
6.l Resolution 2020-020 approving a Purchase Agreement between the City of Beloit and 200 West Grand Avenue, LLC for the sale of a portion of 208 W. Grand Avenue and 500 Cross Street was adopted. File 8827
   Attachment

7) LICENSES
7.a Clerk-Treasurer Stottler presented Resolution 2020-009 for approval of applicants for an Alcohol Beverage Operator's (Bartender's) License for years 2019-2021. There are eight applicants being recommended for approval. Moved by Nancy V. Forbeck – Seconded by Kevin Leavy to adopt the resolution as presented. Motion carried 6 – 0. File 8822
   AYES: Clinton Anderson, Sherry Blakeley, Regina Dunkin, Nancy V. Forbeck, Kevin Leavy, Mark Preuschl
   NOES: None
   Attachment
7.b Clerk-Treasurer Stottler presented Resolution 2020-011 approving an amendment to the Class "B" Beer and "Class B" Intoxicating Liquor License for Truk’t, LLC d/b/a Truk’t, Jeffery E. Whiteman, Agent for an indoor premises extension, located at 443 E. Grand Avenue.
   1. Truk’t, LLC, Jeffery Whiteman, Agent, has submitted a complete application for amendment of their Class “B” Beer and “Class B” Intoxicating Liquor License.
2. The applicant is seeking to amend their premise description from Truk’t LLC’s restaurant area to extend into Blue Collar Coffee which is located directly behind Truk’t.

3. ABLCC reviewed the application and made a recommendation for approval 5-0.

Moved by Sherry Blakeley – Seconded by Mark Preuschl to adopt the resolution as presented. Motion carried 6 – 0. File 8816

AYES: Clinton Anderson, Sherry Blakeley, Regina Dunkin, Nancy V. Forbeck, Kevin Leavy, Mark Preuschl
NOES: None

Attachment

7.c Clerk-Treasurer Stottler presented Resolution 2020-012 approving a new Class "B" Beer and "Class C" Wine License for Board of Trustees of Beloit College, d/b/a Beloit College Powerhouse located at 850 Pleasant Street, Ken Hnilo, Agent for license period ending June 30, 2020.

1. Board of Trustees of Beloit College, d/b/a Beloit College Powerhouse located at 850 Pleasant Street is establishing their business in the City of Beloit and is applying for a Class “B” Beer and “Class C” Wine License for the license period ending June 30, 2020.

2. The Powerhouse is a newly renovated building connecting to Beloit College Campus via a skywalk and will serve as a student center, auditorium, and health and wellness hub. The applicant has indicated that 50% of sales will come from food, indicating that they will qualify for the “Class C” Wine License as a catering and special events venue. The space includes meeting rooms, gathering spaces, café, and conference center, creating a unique space for catering.

3. A complete application with publication fees has been submitted to the Clerk’s office and was referred to the ABLCC for their January 14, 2020 meeting by the City Council on December 2nd via the consent agenda.

4. The ABLCC reviewed the application to assure conformity with existing rules, regulations and zoning ordinances of the city and state, and shall make a recommendation for approval 5-0.

Moved by Nancy V. Forbeck – Seconded by Kevin Leavy to adopt the resolution as presented. Motion carried 6 – 0. File 8816

AYES: Clinton Anderson, Sherry Blakeley, Regina Dunkin, Nancy V. Forbeck, Kevin Leavy, Mark Preuschl
NOES: None

Attachment

7.d Clerk-Treasurer Stottler presented Resolution 2020-019 granting an extension for the issuance of a Class "A" Beer and "Class A" Liquor License for Ohana Spirits, LLC, located at 2648 Prairie Avenue, Nicole Fischer, Agent

1. Ohana Spirits LLC, Ohana Spirits, located at 2648 Prairie Avenue, in the City of Beloit was granted a Class “A”Beer and “Class A” Liquor License for the license period July 1, 2018 to June 30, 2019 on May 20, 2019. Ms. Fischer applied for a renewal on May 20, 2019 for the license period July 1, 2019 to June 30, 2020 and paid a $25.00 publication fee only.

2. Ordinance 31.04(3) states: Where the City Council has granted a license, but the license has not been issued because construction, renovation or code compliance is not completed in 6 months, the City Council may rescind the license at a regular Council meeting after notice to the licensee and opportunity for the licensee to be heard.
3. It has been past precedent that if the 6 month window expired, the applicant would appear before the ABLCC to present a status update and seek an extension if necessary. The ABLCC would hear the update and make a recommendation to the Council on whether or not an extension was warranted.

4. It has come to the City’s attention that activity is not taking place on the premise since the issuance of the license. 2019-2020 Fire and Code Inspections were returned stating “no business activity on site”. City Ordinance 31.18 – Abandonment of License states: The closing of any licensed premises for a continuous period of 90 days shall be deemed abandonment of the license, and such license shall be forfeited upon notice in writing by registered mail to the licensee by the City Clerk.

5. The current license fees have not been paid as the license has never been issued. Ms. Fischer is being ordered to appear before the ABLCC for an update. It is up to the ABLCC to determine if Ms. Fischer is compliant with the license regulations or if a recommendation should be made to City Council regarding the status of this license.

6. The ABLCC met and heard from Ms. Fischer on January 14, 2020 and voted to recommend approval of a 120 day extension expiring May 15, 2020 on a vote of 5-0.

Moved by Nancy V. Forbeck – Seconded by Kevin Leavy to adopt the resolution as presented. Motion carried 6 – 0. File 8816

AYES: Clinton Anderson, Sherry Blakeley, Regina Dunkin, Nancy V. Forbeck, Kevin Leavy, Mark Preuschl

NOES: None

Attachment

8) ORDINANCES - None

9) APPOINTMENTS

9.a The undersigned Regina Dunkin, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointment being pursuant to nominations made and approved by Appointment Review Committee at the Regular meeting held January 13, 2020.

Business Improvement District (Downtown Beloit Association)
Incumbent Jessica Hernandez, Owner Occupant, for a term ending 12-31-2022
Incumbent Malinda Obershaw, Owner Occupant, for a term ending 12-31-2022
Incumbent Teala M. Lamoreux, Resident at Large, for a term ending 12-31-2022
Incumbent Michael Marquette, Owner Occupant, for a term ending 12-31-2022

Community Development Authority
Philip Gorman, 1718 Henderson Ave. (replacing C. DeBrock) to a term ending 12-31-2020
Jason Roland, 1619 Portland Ave. (replacing M. Kenitzer) to a term ending 12-31-2021

Traffic Review Committee
Sean Winters, 2110 Yorkshire Drive (replacing D. Stauffacher) as Beloit School District representative and Ex Officio Member

Moved by Mark Preuschl – Seconded by Nancy V. Forbeck to accept the recommendations as presented. Motion carried 6 - 0.
AYES: Clinton Anderson, Sherry Blakeley, Regina Dunkin, Nancy V. Forbeck, Kevin Leavy, Mark Preuschl
NOES: None
Attachment

10) COUNCILOR ACTIVITIES AND UPCOMING EVENTS
   - Councilor Preuschl attended the MLK Breakfast yesterday and especially enjoyed the spoken word. He attended What the Tech at Grinnell where improvements are being made. He is pleased to see the reuse of the Angel Museum going to Visit Beloit and feels it’s a perfect transition.
   - Councilor Blakeley invited folks to MLK celebration at BTC this Saturday from 3-5pm and all are welcome.
   - Councilor Leavy had no report.
   - Councilor Forbeck attended the MLK Breakfast at BMHS and found it wonderful. The Hendrix sisters did a great job with it. She made mention of the SLATS committee who met today and wants the public to know that experts from the entire region are taking a look at the transportation in our area.
   - Vice-President Anderson attended the open house at 1260 Wisconsin and was pleased to see a beautiful rehabbed home in the City. The homeless count begins tomorrow at midnight and he will be going out to help locate the homeless population in the community.
   - President Dunkin attended several monthly meetings. She thanked all those assisting with the homeless population. She had the opportunity to speak at yesterday’s MLK breakfast. Many thanks to the Hendrix and Niore family for making this event possible. She thanked Chief Z for the informational session he planned at career-tek. She also invited citizens to serve on city committees.

11) CITY MANAGER’S PRESENTATION – None

12) REPORTS FROM BOARDS AND CITY OFFICERS – None

13) ADJOURNMENT
    Moved by Kevin Leavy – Seconded by Mark Preuschl to adjourn at 7:28pm.
    Motion carried 6 – 0.
    AYES: Clinton Anderson, Sherry Blakeley, Regina Dunkin, Nancy V. Forbeck, Kevin Leavy, Mark Preuschl
    NOES: None

Lorena Rae Stottler, City Clerk-Treasurer

www.beloitwi.gov
Date approved by City Council: February 17, 2020
1) CALL TO ORDER AND ROLL CALL
Vice President Anderson called the meeting to order at 7:00pm.
Present: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
Absent: Regina Dunkin

2) PLEDGE OF ALLEGIANCE

3) SPECIAL ORDERS OF THE DAY/ANNOUNCEMENTS
3. A Councilor Preuschl presented a Proclamation recognizing February as Black History Month. File 7148 Attachment

4) PUBLIC HEARINGS

5) PUBLIC COMMENTS – None

6) CONSENT AGENDA
Councilor Leavy requested to have item 6.c removed from the consent agenda
Moved by Nancy V. Forbeck – Seconded by Kevin Leavy to adopt consent items 6.a-6.b and 6.d. Motion carried 6 – 0.
AYES: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
NOES: None

6.a Resolution 2020-021 approving a Water Tower Lease Agreement with Cellco Partnership d/b/a Verizon Wireless for Antenna Space on the Mill Street Water Tower was adopted. File 7595 Attachment

6.b Resolution 2020-023 approving Memorandum of Understanding between Rock County and the City of Beloit for the purchase of new aerial photos was adopted. File 8840 Attachment

6.c City Manager Luther presented Resolution 2020-031 authorizing the submittal of a grant application to the Wisconsin Economic Development Corporation to assist with funding the Powerhouse Riverwalk. The Powerhouse Riverwalk and Trail Project were recently bid by the Wisconsin Department of Transportation. Based on those bids, it appears the TAP and Stewardship Grants the City previously received in partnership with Beloit College will not provide adequate funding for this project. The current anticipated
funding gap is over $800,000. As a result, City staff recommends pursuing additional grant funds and private investments in order to fully fund the project. WEDC Grant funding, in particular, a Community Development Investment Grant, is a potential funding source. An application can be submitted at any time. Staff has been in communication with WEDC staff and received permission and was encouraged to submit an application. This project upon completion will fill in a key 850 foot gap in Beloit’s trail system, moving bike and pedestrian traffic to a beautiful stretch along the Rock River and away from a busy state highway. WEDC grants require a 3:1 local match and the award is capped at $250,000. Some of the other state grant funds may serve as match as well as existing Beloit College, City of Beloit and any private local funding secured for the project.

1. Complete funding for this project must be secured in the very near future or the project is in jeopardy of not being competed.
2. Sufficient funds are currently not available to complete the Powerhouse Riverwalk project.
3. WEDC grants are available to potentially provide additional funding in the amount of $250,000 required for the project.
4. A budget amendment for the increased project cost would be required at a future date.

Moved by Mark Preuschl – Seconded by Beth Jacobsen adopt as presented.
Motion carried 6 – 0. File 8637
AYES: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
NOES: None
Attachment

6.d Resolution 2020-032 approving an Intergovernmental Agreement between the City of Beloit, Wisconsin and Rock County, Wisconsin for the provision of Paratransit Services was adopted. File 8050
Attachment

7) LICENSES

7.a City Clerk-Treasurer Stottler presented Resolution 2020-025 for approval of applicants for an Alcohol Beverage Operator’s (Bartender’s) License for years 2019-2021. There are eight (8) applications being recommended for approval. Moved by Kevin Leavy – Seconded by Nancy V. Forbeck to adopt as presented. Motion carried 6 – 0. File 8822
AYES: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
NOES: None
Attachment

8) ORDINANCES

8.a Department of Public Works Director Laura Williamson presented Ordinance No. 3675 to amend certain sections of the Index of Special Locations, Section 13.02 of the Code of General Ordinances of the City of Beloit, relating to the establishment No-Parking zones along Third Street for a first reading. The City received a request from Hendricks Commercial Properties (HCP) to remove parking along Third Street.
1. HCP representatives expressed concern regarding the safety and visibility along the roadway, especially for pedestrians. They believe removing the parking will help ease their concerns.
2. The MPO conducted a downtown parking study in 2010 which included the area along 3rd Street. The results of the study showed the parking inventory was adequate.

3. Additional development or re-development has occurred in the downtown area since the conclusion of the study, however HCP has been accommodating for some of the growth with on-site parking facilities.

4. The removal of parking along the street will force customers and/or employees to utilize the adjacent surface lots.

5. The Traffic Review Committee reviewed the request at the April 22, 2019 meeting and voted 5-0 in favor of removing parking along the east side of Third Street between the YMCA and 655 Third Street. In addition, the City was to work with HCP to determine locations of future crosswalks in the corridor.

6. Throughout the past few months, staff has been communicating with representatives from HCP regarding the placement of crosswalks and the No-Parking zones. At this time HCP has decided that the No-Parking should take priority over crosswalk placement and has requested the signage be installed as soon as possible.

Moved by Kevin Leavy – Seconded by Sherry Blakeley Suspend the rules for a 2nd reading. Motion carried 6 – 0.
AYES: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
NOES: None

Moved by Beth Jacobsen – Seconded by Mark Preuschl to adopt the Ordinance as presented. Motion carried 6 – 0. File 7791
AYES: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
NOES: None

Attachment

9) APPOINTMENTS - None

10) COUNCILOR ACTIVITIES AND UPCOMING EVENTS
Councilor Preuschl reminded that there is a community event at the Powerhouse this Saturday, February 8th.
Councilor Jacobsen had no report.
Councilor Blakeley encouraged citizens to volunteer for local boards and commissions.
Councilor Leavy had no report.
Councilor Forbeck had no report.
President Anderson wished President Dunkin a happy birthday.

11) CITY MANAGER’S PRESENTATION – None

12) REPORTS FROM BOARDS AND CITY OFFICERS

12.a Finance and Administrative Services Director Eric Miller presented Resolution 2020-026 Providing for the Sale of Approximately $1,800,000 General Obligation Promissory Notes, Series 2020A.
Each year as part of the City's capital improvement process, staff evaluates projects to determine which items are eligible for and require debt financing. The
City is planning on issuing a total of $5,430,000 of general obligation debt. All debt will be used for projects included in the adopted 2020 capital budget. Dawn Gunderson-Schiel, Senior Municipal Advisor with Ehlers, our financial advisor, was present to review the Pre-Sale reports for the General Obligation Promissory Notes and General Obligation Bonds for items 12.a – 12.e. She indicated that S&P will be invited to the City in order to see recent economic development activities that have happened in Beloit the week of March 2, 2020. Moved by Mark Preuschl – Seconded by Beth Jacobsen to adopt the resolution as presented. Motion carried 6 – 0. File 8833
AYES: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
NOES: None
Attachment

12.b Finance and Administrative Services Director Eric Miller presented Resolution 2020-027 Authorizing General Obligation Bonds in an Amount Not to Exceed $3,170,000 for Street Improvement Projects
Moved by Kevin Leavy – Seconded by Nancy V. Forbeck to adopt the resolution as presented. Motion carried 6 – 0. File 8833
AYES: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
NOES: None
Attachment

12.c Finance and Administrative Services Director Eric Miller presented Resolution 2020-028 Authorizing General Obligation Bonds in an Amount Not to Exceed $255,000 for Community Development Projects.
Moved by Nancy V. Forbeck – Seconded by Kevin Leavy to adopt the resolution as presented. Motion carried 6 – 0. File 8833
AYES: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
NOES: None
Attachment

Moved by Sherry Blakeley – Seconded by Mark Preuschl to adopt the resolution as presented. Motion carried 6 – 0. File 8833
AYES: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
NOES: None
Attachment

12.e Finance and Administrative Services Director Eric Miller presented Resolution 2020-030 Directing Publication of Notice to Electors Relating to Bond Issues and Providing for the Sale of Not to Exceed $3,630,000 General Obligation Corporate Purpose Bonds, Series 2020B.
Moved by Kevin Leavy – Seconded by Nancy V. Forbeck to adopt the resolution as presented. Motion carried 6 – 0. File 8833
AYES: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
NOES: None

Attachment

12.f Moved by Mark Preuschl – Seconded by Kevin Leavy to adjourn into Closed Session at 7:35pm in the 1st Floor Conference Room pursuant to Wis. Stats. sec. 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically, to discuss potential litigation with the Town of Turtle regarding the Cooperative Boundary Agreement. The Council may reconvene into open session to take action on the item discussed in closed session.

Moved by Sherry Blakeley – Seconded by Beth Jacobsen to reconvene into open session at 7:56pm. Motion carried 6 – 0.
AYES: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
NOES: None

Motion by Nancy V. Forbeck – Seconded by Mark Preuschl to adopt Resolution 2020-033 disallowing claim 19-025 filed by the Town of Beloit. Motion carried 6 – 0.
AYES: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
NOES: None

13) ADJOURNMENT
Moved by Kevin Leavy – Seconded by Nancy V. Forbeck to adjourn at 7:57pm. Motion carried 6 – 0.
AYES: Clinton Anderson, Sherry Blakeley, Nancy V. Forbeck, Beth Jacobsen, Kevin Leavy, Mark Preuschl
NOES: None

Lorena Rae Stottler, City Clerk-Treasurer

www.beloitwi.gov
Date approved by City Council: February 17, 2020
CITY OF BELOIT
REPORTS AND PRESENTATIONS TO CITY COUNCIL

Topic: Resolution Authorizing Final Payment of Public Works Contract C19-32 Summit Splashpad Installation

Date: February 17, 2020

Presenter: Laura Williamson, Public Works Director
Department: Public Works / Engineering

Overview/Background Information
This project facilitated the construction of a splashpad at Summit Park.

Key Issues
1. The requirements of the contract have been completed to the satisfaction of the City.
2. The awarded contract amount was $86,200.00
   - Contract additions and change orders: $1,045.00
   - Total contract amount: $87,245.00
   - Total payments to contractor to date: $78,520.50
   - Net payment due contractor: $8,724.50
3. The City Engineer, City Attorney, and Director of Accounting recommend that a final payment be made to Corporate Contractors, Inc. in the amount of $8,724.50.

Conformance with Strategic Plan
Approval of this agreement 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 a Positive Image, Enhance Communications and Engage the Community

Sustainability
(If applicable, briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment. Consider whether the policy of program will reduce dependence upon fossil fuels, reduce dependence on chemicals and other manufacturing substances that accumulate in nature, reduce dependence on activities that harm life sustaining eco-systems, and/or meet the hierarchy of present and future human needs fairly and efficiently. Write N/A if not applicable)
N/A

Action Required/Recommendation
Approval of the Resolution authorizing the Final Payment.

Fiscal Note/Budget Impact
Funds are available in the 2019 Capital Improvement Plan.

Attachments
Memo, Resolution
RESOLUTION 2020-018

RESOLUTION AUTHORIZING FINAL PAYMENT OF PUBLIC WORKS CONTRACT
C19-32 SUMMIT SPLASHPAD INSTALLATION

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

WHEREAS, this project facilitated the construction of a splashpad in Summit Park; and

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

NOW, THEREFORE, BE IT RESOLVED by the City of Beloit City Council that Corporate Contractors, Inc. be paid $8,724.50 as the final payment for the Public Works Contract C19-32 Summit Splashpad Installation as recommended by the City Engineer.

Approved this ___ day of _____________, 2020.

CITY COUNCIL OF THE CITY OF BELOIT

________________________________________
Regina Dunkin, President

ATTEST:

_____________________________________
Lorena Rae Stottler, City Clerk-Treasurer
To: Scot Prindiville
From: Scott Schneider, Project Engineer
Re: Final Payment Contract C19-32
       Summit Splashpad Installation
Date: January 14, 2020

The work on this project was completed by December 5, 2019. I found the work to be satisfactory and in compliance with the requirements of the contract. The contractor has asked for final payment. The final payment amount has been agreed upon with the contractor.

The original contract amount was for $86,200.00, and the final contract amount increased to $87,245.00 after change orders. The increase was due to the existing meter socket needing to be replaced because it did not comply with current electrical codes. Payments to date under this contract total $78,520.50, and all lien waivers from subcontractors are on file.

Therefore, I recommend a final payment in the amount of $8,724.50 be made to Corporate Contractors, Inc.
<table>
<thead>
<tr>
<th>Topic:</th>
<th>RESOLUTION ACCEPTING THE INTRODUCTION OF AND REFERRING FOR PUBLIC HEARING AND PROCEEDINGS A RESOLUTION REGARDING THE VACATION OF A PORTION OF WATER STREET IN THE CITY OF BELOIT, ROCK COUNTY, WISCONSIN - REFERRAL TO PLAN COMMISSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>February 17, 2020</td>
</tr>
<tr>
<td>Presenter:</td>
<td>Drew Pennington</td>
</tr>
<tr>
<td>Department:</td>
<td>Community Development</td>
</tr>
</tbody>
</table>

**Overview/Background Information**

The City has initiated a petition to vacate a portion of Water Street from the pump house driveway to Shirland Avenue adjacent to the Riverbend site. The resolution before you initiates the process for the vacation of the portion of the street and refers the matter to the Plan Commission for recommendation. A public hearing will be required and is tentatively scheduled for the regular meeting of the City Council on April 20, 2020.

**Key Issues**

1. The proposed area to be vacated is 65,133 square-feet (1.495 acres) in area, and includes an existing local street improved with curb & gutter, lights, storm sewers, and a portion of the bike path. If approved, the area to be vacated will be incorporated into the Riverbend Stadium Authority redevelopment site.
2. Water Street was platted and dedicated to the public in 2010 as part of the Final Plat of Riverbend, the same year that a portion of Mill Street was vacated and incorporated into the City Hall and Regal Beloit parking lots.
3. The Riverbend Stadium Authority has submitted applications for review & approval of a PUD - Master Land Use Plan and PUD zoning for the Riverbend site and adjacent land. Those applications are scheduled for Referral to Plan Commission on the same meeting schedule as this proposed street vacation.
4. If approved, the vacated area will be equally divided between and attached to adjacent parcels.
5. The Petition for Vacation and proposed Plat of Vacation are attached.

**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
- [x] Goal #5 - Create and Sustain High Quality Infrastructure and Connectivity
- [ ] Goal #6 - Create and Sustain a Positive Image, Enhance Communications and Engage the Community

**Sustainability**

(If applicable, briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment. Consider whether the policy or program will reduce dependence upon fossil fuels, reduce dependence on chemicals and other manufacturing substances that accumulate in nature, reduce dependence on activities that harm life sustaining eco-systems, and/or meet the hierarchy of present and future human needs fairly and efficiently. Write N/A if not applicable)

N/A

**Action Required/Recommendation**

City Council consideration and approval of Resolution 2020-036 which then refers the matter to the Plan Commission for consideration at its March 4, 2020 meeting

**Fiscal Note/Budget Impact**

N/A

**Attachments**

Resolution and attachments
RESOLUTION 2020-036

RESOLUTION ACCEPTING THE INTRODUCTION OF AND REFERRING FOR PUBLIC HEARING AND PROCEEDINGS A RESOLUTION REGARDING THE VACATION OF A PORTION OF WATER STREET IN THE CITY OF BELOIT, ROCK COUNTY, WISCONSIN

WHEREAS, the City of Beloit has proposed to vacate a portion of Water Street in the City of Beloit, Wisconsin in order to accommodate a sports stadium and entertainment venue of regional significance. The property is described as follows and shown on Exhibit A, attached hereto and incorporated herein by reference:

Part of Water Street of the Final Plat of Riverbend, being part of Government Lot 7 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin:
DESCRIPTED AS FOLLOWS:
Beginning at the Southwest corner of Lot 2 of the Final Plat of Riverbend, recorded in Volume 32, Pages 870-872 of Plats as Document No. 1887635 at the Northerly right-of-way of Shirland Avenue; thence South 83°04'28" West a distance of 70.00 feet to the Southeast corner of Outlot 3 of the Final Plat of Riverbend; thence along the Westerly and Northerly right of way lines of Water Street for the following courses: North 6°55'32" West a distance of 126.68 feet; thence 182.19 feet along the arc of a curve to the right having a radius of 393.00 feet and a chord which bears North 6°21'20" East a distance of 180.57 feet; thence North 19°38'12" East a distance of 116.34 feet; thence 74.27 feet along the arc of a curve to the left having a radius of 257.00 feet and a chord which bears North 11°21'27" East a distance of 74.02 feet; thence North 3°04'41" East a distance of 110.71 feet; thence 342.02 feet along the arc of a curve to the right having a radius of 198.00 feet and a chord which bears North 52°33'46" East a distance of 301.05 feet; thence South 77°57'08" East a distance of 44.84 feet; thence South 12°02'52" West a distance of 70.00 feet to the Southerly right of way of Water Street; thence along the Southerly and Easterly right of way lines of Water Street for the following courses: North 77°57'08" West a distance of 44.84 feet; thence 221.10 feet along the arc of a curve to the left having a radius of 128.00 feet and a chord which bears South 52°33'46" West a distance of 194.62 feet; thence South 3°04'41" West a distance of 110.71 feet; thence 94.50 feet along the arc of a curve to the right having a radius of 327.00 feet and a chord which bears South 11°21'27" West a distance of 94.17 feet; thence South 19°38'12" West a distance of 116.34 feet; thence 149.74 feet along the arc of a curve to the left having a radius of 323.00 feet and a chord which bears South 6°21'20" West a distance of 148.41 feet; thence South 6°55'32" East a distance of 126.68 feet to the point of beginning. Containing 1.495 acres (65,133 square feet), more or less.

WHEREAS, §66.1003(4), Wis. Stats. authorizes the City Council to initiate proceedings to abandon, vacate and discontinue a public right-of-way in accordance with the requirements of the statute; and
WHEREAS such proceedings under §66.1003(4), Wis. Stats., are initiated by the introduction of a resolution declaring that since the public interest requires it, a particular public way is abandoned, vacated and discontinued; and

WHEREAS, the City of Beloit has determined pursuant to §66.1003, Wis. Stats., that the public interest requires that a portion of Water Street, City of Beloit, Rock County, Wisconsin be abandoned, vacated and discontinued as a public street and the same is set forth and shown on the Plat of Vacation attached hereto and incorporated by reference herein; and

WHEREAS, a public hearing must be held on the proposed vacation of this right-of-way in accordance with §66.1003(4)(b), Wis. Stats.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Beloit that the public interest requires that a portion of Water Street be abandoned, vacated and discontinued as a public street and that the attached resolution is hereby accepted, subject to necessary amendments required due to information received during the public review process; and

BE IT FURTHER RESOLVED that the attached resolution is hereby referred for public hearing on April 20, 2020 at 7:00 p.m. and further proceedings as required by Wis. Stats. §66.1003(4).

Adopted this 17th day of February, 2020.

CITY COUNCIL OF THE CITY OF BELOIT

Regina Dunkin, President

Attest:

Lorena Rae Stottler, City Clerk-Treasurer
RESOLUTION 2020-037

RESOLUTION REGARDING THE VACATION OF A PORTION OF WATER STREET
IN THE CITY OF BELOIT, ROCK COUNTY, WISCONSIN

WHEREAS, the City of Beloit has proposed to vacate a portion of Water Street in the City of Beloit, Wisconsin in order to accommodate a sports stadium and entertainment venue of regional significance. The property is described as follows and shown on Exhibit A, attached hereto and incorporated herein by reference:

Part of Water Street of the Final Plat of Riverbend, being part of Government Lot 7 of Section 35, Town 1 North, Range 12 East, of the 4th P.M., City of Beloit, Rock County, Wisconsin:
DESCRIBED AS FOLLOWS:
Beginning at the Southwest corner of Lot 2 of the Final Plat of Riverbend, recorded in Volume 32, Pages 870-872 of Plats as Document No. 1887635 at the Northerly right-of-way of Shirland Avenue; thence South 83°04'28" West a distance of 70.00 feet to the Southeast corner of Outlot 3 of the Final Plat of Riverbend; thence along the Westerly and Northerly right of way lines of Water Street for the following courses: North 6°55'32" West a distance of 126.68 feet; thence 182.19 feet along the arc of a curve to the right having a radius of 393.00 feet and a chord which bears North 6°21'20" East a distance of 180.57 feet; thence North 19°38'12" East a distance of 116.34 feet; thence 74.27 feet along the arc of a curve to the left having a radius of 257.00 feet and a chord which bears North 11°21'27" East a distance of 74.02 feet; thence North 3°04'41" East a distance of 110.71 feet; thence 342.02 feet along the arc of a curve to the right having a radius of 198.00 feet and a chord which bears North 52°33'46" East a distance of 301.05 feet; thence South 77°57'08" East a distance of 44.84 feet; thence South 12°02'52" West a distance of 70.00 feet to the Southerly right of way of Water Street; thence along the Southerly and Easterly right of way lines of Water Street for the following courses: North 77°57'08" West a distance of 44.84 feet; thence 221.10 feet along the arc of a curve to the left having a radius of 128.00 feet and a chord which bears South 52°33'46" West a distance of 194.62 feet; thence South 3°04'41" West a distance of 110.71 feet; thence 94.50 feet along the arc of a curve to the right having a radius of 327.00 feet and a chord which bears South 11°21'27" West a distance of 94.17 feet; thence South 19°38'12" West a distance of 116.34 feet; thence 149.74 feet along the arc of a curve to the left having a radius of 323.00 feet and a chord which bears South 6°21'20" West a distance of 148.41 feet; thence South 6°55'32" East a distance of 126.68 feet to the point of beginning. Containing 1.495 acres (65,133 square feet), more or less.

WHEREAS, the City Council has initiated proceedings to abandon, vacate and discontinue a public right-of-way in accordance with the requirements of §66.1003(4), Wis. Stats.; and

WHEREAS, a public hearing on the proposed vacation of this right-of-way was held in accordance with §66.1003(4)(b), Wis. Stats. on April 20, 2020 at 7:00 p.m.; and

WHEREAS, the City has not received a valid objection to the proposed discontinuance as
WHEREAS, the City Council finds the right-of-way to be excess, and that the public interest requires the vacation of such right-of-way.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Beloit as follows:

Section 1. That since the public interest requires it, the portion of Water Street in the City of Beloit, Rock County, Wisconsin more fully described above and on Exhibit A, attached hereto and incorporated by reference herein, is declared to be wholly abandoned, vacated and discontinued as a public thoroughfare and right-of-way, excepting therefrom all utility and/or sewer easements, future construction and maintenance rights and access, including access rights incidental to those easements and all other incidental rights in accordance with §66.1005, Wis. Stats.

Section 2. The ownership of such portion of Water Street abandoned, vacated and discontinued herein shall revert as provided by law.

Section 3. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the exhibits attached, in the Office of the Register of Deeds for Rock County, Wisconsin.

Adopted this 20th day of April, 2020.

CITY COUNCIL OF THE CITY OF BELOIT

Regina Dunkin, President

Attest:

Lorena Rae Stottler, City Clerk-Treasurer
PETITION FOR VACATION OF A PUBLIC RIGHT-OF-WAY

We, the undersigned hereby petition the City of Beloit to vacate the following portion(s) of the public right-of-way know as: Water Street

The portion of the right-of-way proposed to be vacated is further described on the attached Plat of Vacation prepared by Registered Land Surveyor:

<table>
<thead>
<tr>
<th>Print NAME and ADDRESS of PETITIONER:</th>
<th>SIGNATURE: (If jointly owned, both owners should sign petition.)</th>
<th>DATE SIGNED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: City of Beloit</td>
<td></td>
<td></td>
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<tr>
<td>Address: 100 State Street, Beloit, WI 53511</td>
<td></td>
<td>01-09-2020</td>
</tr>
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<td>Name:</td>
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</tbody>
</table>

Contact person responsible for circulating this petition: City of Beloit Manager, Lori S. Curtis

Address of contact person: 100 State Street, Beloit, WI 53511

Phone number of contact person: (608) 364-6614

Signature of contact person:

To be completed by Planning Staff

Filing fee: $75.00 Amount paid: $75 Meeting date: City Council 4/2020

Application accepted by: Date: 01/29/20
# Topic:
Planned Unit Development (PUD) - Master Land Use Plan for 202, 217, 220, 232, & part of 225 Shirland Avenue as well as 55 & part of 101 Water Street - Council Referral to the Plan Commission

# Date:
February 17, 2020

# Presenter:
Drew Pennington

# Department:
Community Development

## Overview/Background Information
The Riverbend Stadium Authority, Inc. has submitted an application for review and consideration of a Planned Unit Development (PUD) - Master Land Use Plan for the Beloit Snapper’s Stadium Redevelopment on the properties located at 202, 217, 220, 232, & part of 225 Shirland Avenue as well as 55 & 101 Water Street. A copy of the PUD - Master Land Use Plan is attached to this report.

## Key Issues
1. This proposed redevelopment consists of the vacation of Water Street followed by the construction of a 3,500-seat baseball stadium and entertainment venue. The stadium will include a turf field, grandstand with offices & player facilities, 360-degree concourse, and entertainment zones.
2. Two new parking lots will be constructed, with the majority of the parking supplied by existing public parking lots within a 5-10 minute walk of the stadium.
3. The properties are owned by the City of Beloit and will be leased to the Riverbend Stadium Authority. The properties are zoned Central Business District (CBD-2) and Public Lands & Institutions (PLI), and are proposed to be rezoned to PUD.
4. The applicant is seeking approval of a PUD in order to provide flexibility in building location, and to allow more than one principal building on a zoning lot. The PUD District is a special-purpose zoning district that permits greater flexibility in land planning and design standards than conventional zoning districts.

## 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
- [x] 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 a Positive Image, Enhance Communications and Engage the Community

## Sustainability
(If applicable, briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment. Consider whether the policy or program will reduce dependence upon fossil fuels, reduce dependence on chemicals and other manufacturing substances that accumulate in nature, reduce dependence on activities that harm life sustaining eco-systems, and/or meet the hierarchy of present and future human needs fairly and efficiently. Write N/A if not applicable)

N/A

## Action Required/Recommendation
- Referral to the Plan Commission for the March 4, 2020 meeting
- This item may return to the City Council for a public hearing and possible action on March 16, 2020

## Fiscal Note/Budget Impact
N/A

## Attachments
Proposed PUD - Master Land Use Plan, Exterior Rendering, and Application
Riverbend Stadium Planned Unit Development
Master Land Use Plan
Supporting Narrative
January 24, 2020

Prepared for:
The Riverbend Stadium Authority

Prepared by:
Jones Petrie Rafinski, Corp.
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: PUD-2020-01

1. Address of subject property: 217 Shirland Avenue, Beloit WI 53511

2. Legal description: Please refer to the attached legal description and supporting narrative
   If necessary attach a copy of the complete legal description.

3. Area of parcel in square feet or acres: 9.17 Acres

4. Tax Parcel Number(s): 13540080

5. Owner of record: City of Beloit Phone: (608) 364-6711
   100 State St. Beloit Wisconsin 53511
   (Address) (City) (State) (Zip)

6. Applicant's Name: Riverbend Stadium Authority, Inc.
   525 Third St. Beloit WI 53511
   (Address) (City) (State) (Zip)
   (Office Phone #) (Cell Phone #) (E-mail Address)

7. All existing use(s) on this property are: Open Area/Right-of-Way (Roadway)/Trail

8. The applicant requests review and approval of a PLANNED UNIT DEVELOPMENT /
   Master Land Use Plan: in a(n) CBD-2 Central Business Fringe Zoning District.

9. A Preapplication Conference was held on: November 11, 2019

10. All the proposed use(s) for this property will be:
    Principal use(s): Baseball Stadium
    Secondary use(s): Riverfront trail/multi-use athletic field and community events space

11. State how the proposed development differs from the type of development that would
    be permitted under the existing zoning regulations. The proposed baseball and community athletic
    events stadium is not specifically listed as an approved use within the CBD-2 zoning district, therefore this
    project is seeking approval of a PUD. The PUD will also allow greater flexibility in the placement of buildings
    and features as well as incorporating a shared multi-use path preserving the accessibility of the riverfront.

12. Describe how the proposed development provides greater benefits to the City of Beloit
    than an otherwise permitted development.
    The proposed development of the professional baseball stadium will enhance the City of Beloit,
    specifically the downtown as a family entertainment and community athletics anchor and destination.
13. Project timetable: Start date: April 30, 2020 Completion date: April 1, 2021

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

( ) Owner
(X) Leasehold, length of lease: Indefinite
( ) 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.

Lori S. Curtis Luther, City Manager / 2-5-2020
(Signature of Owner) (Print name) (Date)

James L. Packard / 1-31-20
(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 & 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 $200.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of $0.50 per notice. An invoice for this fee will be sent to the applicant and these costs are typically between $5.00 and $15.00.

To be completed by Planning Staff

Filing fee: $200.00 Amount paid: $200.00 Meeting date: March 4, 2020
No. of notices: _______ x mailing cost ($0.50) = cost of mailing notices: $
Application accepted by: Date: 1/24/20
**Overview/Background Information**

The Riverbend Stadium Authority, Inc. has submitted an application for a Zoning Map Amendment to change the zoning district classification from CBD-2, Central Business District - Fringe to PUD, Planned Unit Development District, for the properties located at 202, 217, 220, 232, & part of 225 Shirland Avenue and from PLI, Public Lands & Institutions District to PUD for the properties located at 55 & part of 101 Water Street.

**Key Issues**

1. The applicant has submitted a PUD - Master Land Use Plan application for the subject properties.
2. This proposed redevelopment consists of the vacation of Water Street followed by the construction of a 3,500-seat baseball stadium and entertainment venue. The stadium will include a turf field, grandstand with offices & player facilities, 360-degree concourse, and entertainment zones.
3. Two new parking lots will be constructed, with the majority of the parking supplied by existing public parking lots within a 5-10 minute walk of the stadium.
4. The properties are owned by the City of Beloit and will be leased to the Riverbend Stadium Authority.
5. The applicant is seeking approval of a PUD in order to provide flexibility in building location, and to allow more than one principal building on a zoning lot. The PUD District is a special-purpose zoning district that permits greater flexibility in land planning and design standards than conventional zoning districts.
6. This application is being considered in accordance with the Zoning Map Amendment procedures contained in Section 2-300 of the Zoning Ordinance.

**Conformance with Strategic Plan**

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

- 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 a Positive Image, Enhance Communications and Engage the Community

**Sustainability**

(If applicable, briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment. Consider whether the policy or program will reduce dependence upon fossil fuels, reduce dependence on chemicals and other manufacturing substances that accumulate in nature, reduce dependence on activities that harm life sustaining eco-systems, and/or meet the hierarchy of present and future human needs fairly and efficiently. Write N/A if not applicable)

N/A

**Action Required/Recommendation**

- Referral to the Plan Commission for the March 4, 2020 meeting
- This item may return to the City Council for a public hearing and possible action on March 16, 2020

**Fiscal Note/Budget Impact**

N/A

**Attachments**

- Proposed PUD - Master Land Use Plan and Application
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.: ZMA-2020-02

1. Address of subject property: 217 Shirland Ave and adjacent land shown on attachments

2. Legal description: Please refer to the attached legal description and supporting narrative (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): Various

4. Owner of record: City of Beloit Phone:

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

5. Applicant’s Name: Riverbend Stadium Authority, Inc.

525 Third 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: CBD-2 & PL to: PUD
All existing uses on this property are: Open Space, Path, Street

7. All the proposed uses for this property are:
Principal use(s): Snappers Baseball Stadium and Event Venue – See PUD application for detailed description

Secondary use(s):

Accessory use(s):
8. I/we represent that I/we have a vested interest in this property in the following manner:

( ) Owner

(X) Leasehold, Length of lease: Indefinite

( ) Contractual, Nature of contract:

( ) Other, explain:

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

Name(s): ___________________________ Phone: ___________________________

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

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

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

/ Lori S. Curtis Luther, City Manager / 2-5-2020

(Lori S. Curtis Luther, Signatory of Owner) (Print name) (Date)

/ James I. Packard / 1-31-20

(James I. Packard, Signatory 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 Division for acceptance by the filing deadline date prior to a scheduled Plan Commission meeting. This application must be submitted with the $275.00 application fee. Applicants will also be charged a fee for mailing public notices at the rate of $0.50 per notice. An invoice for this fee will be sent to the applicant, and it is typically between $5.00 and $20.00.

To be completed by Planning Staff

Filing Fee: $275.00 Amount Paid: $275.00 Meeting Date: March 4, 2020

Number of notices: ______ x mailing cost ($0.50) = cost of mailing notices: $124.00

Application accepted by: ___________________________ Date: 1/24/20

Date Notice Published: ___________________________ Date Notice Mailed: ___________________________
# CITY OF BELOIT
## REPORTS AND PRESENTATIONS TO CITY COUNCIL

<table>
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<td>Date:</td>
<td>February 17, 2020</td>
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<td>Presenter:</td>
<td>Chief David Zibolski</td>
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### Overview/Background Information
The State of Wisconsin Department of Justice has announced this competitive grant opportunity to purchase equipment, supplies, or training not currently allocated in our department. If awarded this grant, these funds must support our investigation and response to drug trafficking.

### Key Issues
1. The City of Beloit Police Department has primary responsibility and authority to investigate crime within the city.
2. The City of Beloit Police Department Special Operations Division has primary responsibility to investigate and respond to drug trafficking.
3. The Special Operations Division is in need of equipment, supplies, and training to enhance this responsibility.

### 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 a Positive Image, Enhance Communications and Engage the Community

### Sustainability
If applicable, briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment. Consider whether the policy or program will reduce dependence upon fossil fuels, reduce dependence on chemicals and other manufacturing substances that accumulate in nature, reduce dependence on activities that harm life sustaining eco-systems, and/or meet the hierarchy of present and future human needs fairly and efficiently. **Write N/A if not applicable**

N/A

### Action Required/Recommendation
Staff recommends approval of the resolution.

### Fiscal Note/Budget Impact
No match required. Grant will not exceed $25,000.00. The Finance Director has reviewed and approved this grant.

### Attachments
**Proposed Resolution**
Revised 05-24-2018
RESOLUTION 2020-039

RESOLUTION APPROVING THE APPLICATION FOR THE STATE OF WISCONSIN DEPARTMENT OF JUSTICE LAW ENFORCEMENT DRUG TRAFFICKING GRANT (2020)

WHEREAS, state grants are available to Wisconsin law enforcement agencies to fund law enforcement response to drug trafficking; and

WHEREAS, the 2020 Law Enforcement Drug Trafficking Response grant is to provide funding for a new program or purpose which can be equipment, supplies, or training; and

WHEREAS, the City of Beloit Police Department has needs in equipment, supplies, and training of personnel in the Special Operations Division which has responsibility for drug enforcement; and

NOW, THEREFORE, BE IT RESOLVED that the City Manager is authorized to execute any resulting grant agreement and do all things necessary with the Wisconsin Department of Justice to implement said grant and sign all Drug Trafficking Response grants without further City Council action as long as there are no substantive changes in the terms and conditions of said grants.

Approved this 17th day of February, 2020.

CITY COUNCIL OF THE CITY OF BELOIT

Regina Dunkin, President

ATTEST:

Lorena Rae Stottler, City Clerk-Treasurer
RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND THE CITY OF BELOIT TO PROVIDE LAW ENFORCEMENT SERVICES, PERSONNEL, AND EQUIPMENT DURING THE 2020 DEMOCRATIC NATIONAL CONVENTION

February 17, 2020

Presenter: Chief David Zibolski

The City of Milwaukee is hosting the 2020 Democratic National Convention (DNC) from July 13 to 16, 2020 and is requesting law enforcement services to facilitate the safe and secure completion of convention events and the protection of delegates, dignitaries, media and the general public.

Key Issues

1. Police staff worked with the City of Janesville Police Department and the Rock County Sheriff Office to coordinate a combined response for Rock County to Milwaukee's request.
2. The City of Milwaukee will reimburse the City of Beloit for personnel time, transportation and various additional expenses.
3. In addition to assisting Milwaukee to provide a safe and secure convention this experience will aid the professional development and training of Police Department staff.

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 a Positive Image, Enhance Communications and Engage the Community

Sustainability

(If applicable, briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment. Consider whether the policy or program will reduce dependence upon fossil fuels, reduce dependence on chemicals and other manufacturing substances that accumulate in nature, reduce dependence on activities that harm life sustaining eco-systems, and/or meet the hierarchy of present and future human needs fairly and efficiently. Write N/A if not applicable)

N/A

Action Required/Recommendation

Staff recommends approval of the resolution.

Fiscal Note/Budget Impact

The City of Beloit will receive payment for our personnel time, transportation and various additional expenses that may be incurred.

Attachments

Proposed Resolution and Intergovernmental Agreement.

Revised 05·24·2018
RESOLUTION 2020-038

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND THE CITY OF BELOIT TO PROVIDE LAW ENFORCEMENT SERVICES, PERSONNEL AND EQUIPMENT DURING THE 2020 DEMOCRATIC NATIONAL CONVENTION

WHEREAS, the City of Milwaukee is hosting the 2020 Democratic National Convention (DNC) in Milwaukee, Wisconsin from July 13 to 16, 2020, and

WHEREAS, the City of Milwaukee seeks to procure the assistance of additional law enforcement personnel to provide services and §66.0313, Wis. Stats authorizes any Wisconsin law enforcement agency to assist a requesting Wisconsin law enforcement agency; and

WHEREAS, the City of Milwaukee shall cover the cost of City of Beloit Police personnel time, transportation, and various additional expenses of Beloit Police personnel; and

WHEREAS, the City of Beloit Police Department will assist the Milwaukee Police Department by providing 8 sworn members during DNC convention.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beloit hereby approves the attached Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee Wisconsin and authorizes the City Manager of the City of Beloit to execute the attached Agreement and take such other necessary action to effectuate the purpose of this Resolution.

Approved this 17th day of February, 2020.

CITY COUNCIL OF THE CITY OF BELOIT

Regina Dunkin, President

ATTEST:

Lorena Rae Stottler, City Clerk-Treasurer
Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin

CITY OF BELOIT

This Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as this _____ day of _______________________ 2020, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the City of Beloit, Wisconsin (the “Agency”) for the provision of law enforcement services to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention delegates, dignitaries, media and the general public.

1. Definitions.

“Agreement” means this Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MPD Commanding Officer, to coordinate Agency Personnel in such a manner as to carry out those assignments, and to receive and respond to such administrative requests as City MPD deem necessary to fulfill the requirements of the Security Plan and fulfill the requirements of the federal security grant under which Agency will serve as a subrecipient. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes, but is not limited to, Agency’s LEOs.

“Agency Emergency Event” means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency’s jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MPD.

“City MPD” means the City of Milwaukee Police Department, a department of the City.
“City MPD Commanding Officer” means any of the following City MPD chain of command: Chief of Police Alfonso Morales, Asst. Chief Michael Brunson, or their designees. The City may amend this list of individuals at any time by providing notice to the Agency In Writing.

“City MPD Policies” means City MPD’s Code of Conduct and standard operating procedures, along with those state and local laws regulating police services in the State of Wisconsin and the City of Milwaukee, as may be amended from time to time. City MPD’s Code of Conduct and standard operating procedures are available online at https://city.milwaukee.gov/Directory/police/About-MPD/Code-of-Conduct.htm#.XMhwordKiUk.

“Convention” means the 2020 Democratic National Convention scheduled to take place from July 13 to 16, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s law enforcement services are required to supplement the City’s law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately July 10, 2020 through July 20, 2020.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.


“In Writing” means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not “In Writing” and should not be used for official purposes.
“LEO” means a law enforcement officer employed by the Agency who is licensed or certified as a law enforcement officer according to the state and local laws of the Agency.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan. “Metropolitan Area” may include locations outside of what is traditionally thought of as metropolitan Milwaukee.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.


“USSS” means the United States Secret Service.

2. **Authority.**

2.1. **Statutory Authority.** Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel. Wisconsin Statutes § 66.0303 allows a Wisconsin law enforcement agency to enter into a mutual aid agreement with a law enforcement agency of another state subject to certain statutory limitations, including the approval of the Attorney General of the State of Wisconsin. If Agency is located in a state other than Wisconsin, Agency Personnel may not act with any arrest or other police authority in Wisconsin, pursuant to Wis. Stat. 175.46.

2.2. **Authority to Execute.** Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party’s governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.
3. **Background.**

3.1. The City has been designated as the host city of the Convention by the DNC, to be held July 13 to 16, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been classified by the federal government as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MPD, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency provides law enforcement services to the City of Beloit, Wisconsin under the police powers and law enforcement authority granted under applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MPD Commanding Officer.

4. **Organizational Structure.**

4.1. **Unified Law Enforcement Command.** At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City MPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. **City MPD is the Lead Local Law Enforcement Agency.** City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

4.3. **City MPD Policies to Apply.** Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the
relevant City MPD Policies within the training materials City MPD will provide to Agency on or before April 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel, and shall train Agency Personnel on those City MPD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MPD Policies, Agency will instruct its Agency Personnel to follow City MPD Policies with respect to the services provided by Agency hereunder.

5. **Agency Responsibilities.**

5.1. **Agency Personnel to Participate in Training.** Upon reasonable advance written notification from City MPD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MPD, and in conformance with the deadlines specified by City MPD. City MPD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MPD will need to accommodate the schedules of many different agencies.

5.2. **Services Limited.** Services provided by Agency Personnel shall be limited to assignments in which Agency Personnel are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency Personnel shall be determined solely by City MPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control.

5.3. **Agency to Provide Services.** Agency shall assign Agency Personnel to complete those assignments provided to Agency by City MPD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MPD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of City MPD Commanding Officer and the requirements of the Security Plan shall control. Any refusal to accept an assignment may result in Agency not being reimbursed for personnel costs under Section 7 of this Agreement.

5.4. **Agency Personnel “On Duty.”** If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an “on duty” status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a tactical operating and briefing manual to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. **Agency Personnel to Participate in After Action Activities.** At the request of the City (including but not limited to City MPD, the City Comptroller, and the City
Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency’s performance under this Agreement or any matter in which Agency Personnel is identified by City MPD as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank.]

5.7. **Agency Personnel Names to be Sent to City MPD.** Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement by March 1, 2020. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

5.8. **LEO Criteria.** Each of the LEOs provided by Agency shall meet the following criteria:

5.8.1. Each LEO must be duly licensed or certified as a law enforcement officer or equivalent by the State of Wisconsin or by the authority of the state in which the Agency is located. Statutory certification requirements for Agency LEOs shall be forwarded to the City MPD with the list of all Agency Personnel required by Section 5.7.

5.8.2. Each LEO, by reason of experience, training and physical fitness must be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention’s size and scope.

5.8.3. Each LEO participating in crowd control or management assignments as part of the Major Incident Response Team, as determined by City MPD, must have completed Mobile Field Force training or its equivalent and will complete other training as required by City MPD or USSS based upon the LEO’s Convention assignment.

5.8.4. Each LEO must have been employed as a licensed or certified police officer for a minimum of two years by the Agency.

5.8.5. Each LEO must be an officer in good standing with the Agency. The Agency shall promptly notify the City MPD in the event that any LEO is no longer an officer in good standing with the Agency and the Agency shall remove that LEO from the list of Agency Personnel.
5.8.6. No LEO may have (i) been sued in an individual capacity in the last three years and adjudicated as liable for violations of the first amendment of the U.S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

5.9. **Agency Personnel Equipment.**

5.9.1. Each LEO shall be equipped by Agency at Agency’s own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, a device that contains oleoresin of capsicum, and electronic control device, and a personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Convention Facilities any other chemical or other non-lethal munitions except as provided by City MPD unless authorized by City MPD.

5.9.2. A complete, sanctioned, equipment list will be provided to Agency as part of the preparatory materials provided by City MPD no later than April 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than June 1, 2020, and (b) City MPD consents in writing to the use of the requested additional equipment.

5.9.3. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.10. **City MPD Can Decline Agency Personnel.** At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7 of this Agreement.

5.11. **Agency Judgment and Priority.** Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in Section 14 of this Agreement.

5.12. **Agency Responsible for Costs.** Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized in writing. Nothing in this Section shall prohibit City
MPD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

6. **City Responsibilities.** In addition to its lead local law enforcement responsibilities for the Convention, the City will provide all of the following:

6.1. **Event Training.** City agrees that it will provide training for Agency Personnel as determined necessary by City MPD and USSS. Training will include the provision of preparatory materials and training according to the schedule described in Section 4.3.

6.2. **Lodging and Food.** City will provide lodging and food for Agency Personnel. City will also provide transportation between the lodging location and the Convention Facilities where Agency Personnel will be assigned. City MPD shall provide lodging and food location assignments to Agency prior to the Convention Security Period. This shall include a standard per diem for each Agency Personnel’s one day travel to, and one day travel from, the City in accordance with the federal GSA Per Diem Rates then in effect for the City of Milwaukee which can be located here: https://www.gsa.gov/travel/plan-book/per-diem-rates.

6.3. **Procuring Insurance.** City is in the process of procuring a law enforcement liability insurance policy to cover certain liabilities of the Parties associated with the Convention. Said insurance policy will include coverage for the Agency and the Agency Personnel supplied to City for the purpose of fulfilling Agency’s obligations under this Agreement for the Convention. Certificates of insurance shall be provided to Agency prior to the Convention Security Period. In the event that the policy cannot be procured before the Convention Security Period, City will notify Agency in writing.

7. **Payment Terms.**

7.1. **Costs Covered.** City shall cover the following costs, provided such costs are, in City’s sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Upon the City receiving the federal grant described in Section 7.4, below, Exhibit B may be updated to match the then-current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection (1) of this Section 7.1, are incurred at Agency’s own risk.

7.1.1. **Payment for Agency Personnel Time.** Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training for each Agency Personnel whose services are actually utilized (including “on duty status” set forth in Section 5.4, or an
auxiliary status) by the City MPD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel are considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MPD Commanding Officer or designee and the time that they check out with a City MPD Commanding Officer or designee at the end of their shift. Agency Personnel are also considered to be working when they are being transported to the Convention Facility to which they are assigned before and after their shift in a vehicle authorized by City MPD. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the meeting place for City MPD transportation of Agency Personnel to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel’s normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Security Period assignment unless pre-approved in writing.

7.1.2. Approved Expenses. City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency’s requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City’s not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized in writing by City.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold a reasonable amount of any due payment until corrective action has been taken or completed. City may withhold payment for any Agency Personnel refusing to perform the work assigned by City MPD pursuant to Section 5.3 of this Agreement. This right is in addition to and not in lieu of the City’s right of termination.
7.3. **Failure of City to Obtain Security Grant.** Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City’s security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

7.4. **Federal Grant Requirements.** Agency shall be reimbursed for allowable expenses as a subrecipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be made available to Agency upon request after the grant is actually awarded. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

8. **Law Enforcement Procedures.**

8.1. **No Police Authority.** Unless Agency is from a municipality located in the State of Wisconsin, Agency Personnel may not act with the arrest or other police authority of a law enforcement officer of any Wisconsin law enforcement agency pursuant to Wis. Stat. 175.46. Except as provided in this Section 8.1, the services to be provided by Agency Personnel shall be limited to security detail in accordance with the procedures and assignments that shall be provided by City MPD.

8.2. **Activities.** Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. **Conformance to Security Plan.** All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

9. **Term.** The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials.

10. **Consideration.** Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MPD
and Agency Personnel through the City and the Agency’s training and cooperative efforts to provide a safe and secure Convention.

11. Independent Contractor.

11.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between the City and Agency, if required by Section 13.3 of this Agreement.

11.2. Payment of Wages and Benefits for Agency Personnel. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers’ compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City shall reimburse Agency for those expenses to the extent required by state law.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Agency.

12. Liability.

12.1. Indemnification. The City shall indemnify Agency and Agency Personnel for liability to third parties incurred while Agency Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective
officials, agents, or employees may have under any applicable federal, state, local, or common law.

13. **Records.**

13.1. **Agency to Comply.** Agency shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

13.2. **Security Information.** Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5, below, prior to disclosure. For purposes of this Paragraph, the term “record” shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. **Protected Health Care Information.** Agency will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. **Wisconsin Public Records Law.** Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4 of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4 should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. **Notice of Request for Disclosure.** Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of
the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

13.6. City Access to Agency’s Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration of the records retention period described in Section 13.4, above.


14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may withhold payment of costs for any particular Personnel if that Agency Personnel receives training from City MPD and fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency or Agency Personnel fails to cure such default within seven calendar days after the City or City MPD provides Agency with notice of such failure.

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to March 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement after March 1, 2020, only upon the occurrence of an Agency Emergency Event. If Agency terminates prior to the Convention Security Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsec. 14.2.2 if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 7 calendar days after the Agency provides City with notice of such failure.
14.3. **Parties Contract in Good Faith.** The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. **Consequential Damages.** Neither Party shall be entitled to recover any penalties, consequential damages or attorneys’ fees related to an event of termination hereunder.

15. **Governing Law.** This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

16. **Notices.** All notices required under this Agreement shall be provided to:

**To the City:** Alfonso Morales  
Chief of Police  
749 West State Street  
Milwaukee, WI 53233  
*MPDChief@milwaukee.gov*  
Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

Deputy City Attorney Mary Schanning  
City Hall, Room 800  
200 East Wells Street  
Milwaukee, WI 53202  
*mschan@milwaukee.gov*

and

Nicholas DeSiato  
Chief of Staff  
Milwaukee Police Department  
749 West State Street  
Milwaukee, WI 53233  
*nidesi@milwaukee.gov*

**To Agency:** David Zibolski  
Chief of Police  
100 State Street  
Beloit, WI 53511  
*zibolksid@beloitwi.gov*  
Via email and paper copy sent via U.S. Mail
With courtesy copies which shall not constitute notice to:

City Attorney Elizabeth Krueger  
100 State Street  
Beloit, WI 53511  
kruegere@beloitwi.gov

and

City Manager Lori S. Curtis Luther  
100 State Street  
Beloit, WI 53511  
lutherl@beloitwi.gov

17. **Additional Provisions.**

17.1. **Further Assurances.** The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. **No Waiver.** Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement’s provisions.

17.3. **Subcontracting.** Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. **No Third Party Beneficiary.** No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. **Headings.** The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17.7. **Survival.** The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or
compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. **Counterparts.** This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. **Nondiscrimination.** It is the City’s policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual’s sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual’s affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

**SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)**
The Parties have executed this Agreement as on the dates set forth below.

CITY OF MILWAUKEE

_____________________________________
Alfonso Morales, Chief of Police
Dated this _____ day of _________________, 20__.

_____________________________________
Martin Matson, City Comptroller
Dated this _____ day of _________________, 20__.

Authorizing Resolution: 191192

Approved as to Form and Execution:

_____________________________________
Office of the City Attorney
Dated this _____ day of _________________, 20__.

CITY OF BELOIT, WISCONSIN

Dated this _____ day of February, 2020.

By:

_____________________________________
Lori S. Curtis Luther, City Manager

Attest:

_____________________________________
Lorena Rae Stottler, City Clerk-Treasurer

Approved as to form:

_____________________________________
Elizabeth A. Krueger, City Attorney

1077-2018-1850:XXXXXX
Exhibit A

List of Agency Personnel and Commanding Officer

(Electronic version available from Captain Derrick Harris, dharri@milwaukee.gov)

<table>
<thead>
<tr>
<th>Name</th>
<th>Payroll ID Number</th>
<th>LEO Rank</th>
<th>Hourly Wage Rate / Overtime Rate</th>
<th>Hourly Fringe Benefit Cost</th>
<th>Mobile Field Force Training completed? yes/no</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Employee's Name:</td>
<td>Regular Rate:</td>
<td>Overtime Rate:</td>
<td>Regular Hours:</td>
<td>Overtime Hours:</td>
<td>Total Regular Hours:</td>
</tr>
<tr>
<td>------------------------</td>
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</tbody>
</table>

* Total hours worked will be verified / reconciled to the hours logged by payroll system. Regular hours plus overtime hours cannot exceed the total hours logged in payroll system.

** Provide your agency's number of regular hours scheduled for a typical week (i.e. 40 hours).

*** Use your agency's pension contribution rate to calculate pension contribution expenses. Provide official documentation that shows your current pension contribution rate.

**** Please provide breakdown of additional benefits being requested for reimbursement. This should include description of each individual benefit and applicable rate. Please input total amount of benefit in this column.
### Personnel Costs

<table>
<thead>
<tr>
<th>Number of Personnel</th>
<th>Total Regular Hours</th>
<th>Total Overtime Hours</th>
<th>Total Regular Cost</th>
<th>Total Overtime Cost</th>
<th>Total Regular and Overtime Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
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</tbody>
</table>

Three sets of documentation are required:

a. Outside Agency Tracking Form. These forms were signed off on by the personnel during the event and in the possession of the City of Milwaukee (City). If you are in possession of any of these timesheets, please provide them to the City as soon as possible.

b. Daily work records/work logs, time and attendance records, payroll registers. This includes whatever your typical system is to track payroll. This will be submitted as part of the reimbursement package. These records will be reconciled against the timesheets in order to approve final reimbursement. For this reason, these records should show information such as hourly rates, number of hours worked, total amount of personnel expense, etc.

c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet – Outside Agencies and Reimbursement Request Form).

### Food Per Diem Costs (Travel Days only)

<table>
<thead>
<tr>
<th>Number of Officers</th>
<th>Number of Days (Combine To and From - Prorated)</th>
<th>Federal Per Diem Food Rate (Travel Days)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$49.50</td>
<td>$</td>
</tr>
</tbody>
</table>

### Transportation Costs (Travel Days only)

<table>
<thead>
<tr>
<th>Number of Officers</th>
<th>Number of Tickets</th>
<th>Average Airfare Price (Per Round Trip)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>


- a. Motorcycles – $0.80/mile – This includes fuel.
- b. Private Vehicles - $0.60/mile – This includes fuel.
- c. Gov’t Owned Vehicles - $0.70/mile – This includes fuel.

<table>
<thead>
<tr>
<th>Number of Vehicles</th>
<th>Total Miles (Combine to and From)</th>
<th>Mileage Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Bus/Vehicle Rentals:** Contract cost of rental vehicles or buses; highway and bridge toll fees.

<table>
<thead>
<tr>
<th>Number of Buses/Rented Vehicles</th>
<th>Cost Per Bus/Rented Vehicle</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

### Additional Requested Costs (Not Listed Above)

<table>
<thead>
<tr>
<th>Description of Additional Cost</th>
<th>Amount of Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. **Example:** If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the invoice for the total cost of the lodging.

NOTE: Any reimbursement under this section must be preapproved in writing by the City and such preapproval shall be attached to this form.

### Total Request for Reimbursement

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount of Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>$</td>
</tr>
<tr>
<td>Per Diem</td>
<td>$</td>
</tr>
<tr>
<td>Transportation</td>
<td>$</td>
</tr>
<tr>
<td>Additional Expenses</td>
<td>$</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$</td>
</tr>
</tbody>
</table>

All expenses incurred as described in the Intergovernmental Agreement and Estimate Cost Forms (ECF) are eligible for reimbursement. The costs initially provided were estimates and require documentation for final approval and reimbursement.

Please feel free to contact the following City of Milwaukee Personnel with any questions you may have:

Rhonda Kelsey 414-286-3639
Dennis Yaccarino 414-286-8552
Andrea Fowler 414-286-5563

Note: Credit card statements are not considered a valid document for the purposes of reimbursement.
Exhibit D

Additional Expenditure Authorization Form - “In Writing”

Directions for Use of This Form: Use this form to obtain approval for additional expenditures “In Writing,” pursuant to your Agency’s Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin “Agreement.” Please note that your agency will not be reimbursed for any expenditures that were not expressly agreed to in the expense estimate provided pursuant to Section 7.1.2 of the Agreement unless you have both (1) obtained a valid signature on this form before making the expenditure, and (2) provide the City with the supporting documentation necessary for reimbursement described in Exhibit B of the Agreement.

<table>
<thead>
<tr>
<th>Agency Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency:</td>
</tr>
<tr>
<td>Agency Personnel Completing Form:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Expenditure Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditure Requested:</td>
</tr>
<tr>
<td>Reimbursable Cost:</td>
</tr>
<tr>
<td>Vendor:</td>
</tr>
<tr>
<td>Description/Purpose:</td>
</tr>
<tr>
<td>Additional Memo (optional):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Milwaukee Commanding Officer Approval Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Rank:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>Signature:</td>
</tr>
<tr>
<td>Memo (optional):</td>
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</tbody>
</table>
# CITY OF BELOIT
## REPORTS AND PRESENTATIONS TO CITY COUNCIL

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Date:</td>
<td>February 17, 2020</td>
</tr>
<tr>
<td>Presenter:</td>
<td>Chief David Zibolski</td>
</tr>
</tbody>
</table>

### Overview/Background Information

The Wisconsin Department of Justice, through this grant, is seeking applicants to support community wide efforts linking gun violence, gang prevention, and intervention efforts (schools and the community) with law enforcement suppression efforts.

### Key Issues

1. All expenses must be new and cannot replace existing state or local government funding.
2. Funds may be used for a wide variety of expenses including personnel/benefits, travel/training, supplies/operating expenses, and consulting/contractual expenses.
3. This program is geared toward reducing gun and gang crime.

### 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 a Positive Image, Enhance Communications and Engage the Community

### Sustainability

(If applicable, briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment. Consider whether the policy or program will reduce dependence upon fossil fuels, reduce dependence on chemicals and other manufacturing substances that accumulate in nature, reduce dependence on activities that harm life sustaining eco-systems, and/or meet the hierarchy of present and future human needs fairly and efficiently. Write N/A if not applicable)

N/A

### Action Required/Recommendation

Staff recommends approval of the resolution.

### Fiscal Note/Budget Impact

The Beloit Police Department is eligible for $20,000.00 in funding from this grant. There is no local matching funds required.

### Attachments

Resolution.

Revised 05-24-2018
RESOLUTION 2020-040

RESOLUTION APPROVING THE APPLICATION FOR THE STATE OF WISCONSIN DEPARTMENT OF JUSTICE PROJECT SAFE NEIGHBORHOODS WESTERN DISTRICT (2019) GRANT

WHEREAS, the City of Beloit has the opportunity to apply for the Project Safe Neighborhoods Western District (2019) grant; and

WHEREAS, the Wisconsin Department of Justice, through this grant, is seeking applicants to support specific projects to support community wide efforts linking gun violence and gang prevention and intervention efforts (schools and the community) with law enforcement suppression efforts; and

WHEREAS, the funds ($20,000.00) from this grant may be used for personnel, employee benefits, travel/training, supplies/operating expenses, and consultants/contractual expenses, and City of Beloit has needs in these areas; and

NOW, THEREFORE, BE IT RESOLVED that the City Manager is authorized to execute any resulting grant agreement and do all things necessary with the Wisconsin Department of Justice to implement said grant and sign all future Project Safe Neighborhoods grants without further City Council action as long as there are no substantive changes in the terms and conditions of said grants.

Approved this 17th day of February, 2020.

CITY COUNCIL OF THE CITY OF BELOIT

______________________________________________
Regina Dunkin, President

ATTEST:

______________________________________________
Lorena Rae Stottler, City Clerk-Treasurer
| Topic: Resolution Considering Applications for Alcohol Beverage Operator’s (Bartender’s) Licenses for license period July 1, 2019 - June 30, 2021. |
|---|---|---|
| Date: February 17, 2020 |
| Presenter: Lorena Rae Stottler | 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 of the Beloit Police Department.

State law requires the City Council to act on all licenses prior to issuance. The attached resolution includes all applicants received from January 29 - February 12, 2019 for the license period July 1, 2019 - June 30, 2021.

**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 approved qualified applicants prior to issuance of the license.

3. This list includes 5 applicants taken between January 29 - February 12, 2020, for the license period July 1, 2019 - June 30, 2021.
   a. Recommended for Approval: 4 applicants are recommended for approval.
   b. Recommended for Denial: 1 applicant is recommended for denial on the basis of the background check of the applicant. The applicant did not request a hearing within the required timeframe.

4. This process is consistent with state statute as well as guidance from the League of Wisconsin Municipalities guidance 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 #2 - Create and Sustain a High Performing Organization

**Sustainability**

(If applicable, briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment. Consider whether the policy or program will reduce dependence upon fossil fuels, reduce dependence on chemicals and other manufacturing substances that accumulate in nature, reduce dependence on activities that harm life sustaining eco-systems, and/or meet the hierarchy of present and future human needs fairly and efficiently. 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 2-year license and $35 for a 1-year license.

### Attachments

- Resolution
- List of applicants.
RESOLUTION 2020-034

RESOLUTION CONSIDERING THE APPROVAL/DENIAL OF APPLICANTS FOR AN ALCOHOL BEVERAGE OPERATOR’S (BARTENDER’S) LICENSE FOR YEARS 2019-2021

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

WHEREAS, some of the applicants listed in the attached document are recommended by the Police Department and the City Clerk-Treasurer’s Office for approval; and

WHEREAS, some of the applicants listed herein are recommended by the Police Department for denial, have been provided a notice of denial from the City Clerk-Treasurer’s Office and have chosen not to appeal this recommendation to the City Council.

NOW, THEREFORE, BE IT RESOLVED THAT the applicants who are recommended for approval are hereby approved for the period ending June 30, 2021. The City Clerk-Treasurer’s Office is directed to issue the license to the applicant(s).

BE IT FURTHER RESOLVED THAT the applicants who are recommended for denial are hereby denied. The City Clerk-Treasurer’s Office is directed to send a letter to the applicant indicating the decision of this council and the reasons therefor.

Adopted this 17th day of February, 2020.

CITY COUNCIL FOR THE CITY OF BELOIT

________________________________
Regina Dunkin, Council President

ATTEST:

________________________________
Lorena Rae Stottler, City Clerk-Treasurer
Applicants Recommended for Approval Through February 12, 2020

Fish, Samantha A.                      Woodman's Food Market
Parrish, Tina M.                        The Rock
Potter, Jamie M.                        Grand Slam
Spanton, Amanda G.                      Badger Spirits

Year to Date: 554

Applicants recommended for Denial through February 12, 2020

Nalan, Rebecca A.                      Beloit Mobil on the Run
APPOINTMENT REVIEW COMMITTEE
REPORT TO CITY COUNCIL
APPOINTMENT RECOMMENDATION

The undersigned Regina Dunkin, duly elected President of the Beloit City Council, subject to confirmation by the Beloit City Council, does hereby appoint the following citizen members to the vacancies and terms indicated below, said appointment being pursuant to nominations made and approved by Appointment Review Committee at the Regular meeting held February 10, 2020.

________________________________
Regina Dunkin, President
Beloit City Council

Appointment

Community Development Authority
Robert Douglas Jr., 1122 Kenwood Avenue, (replacing J. Murray) to a term ending December 31, 2023

Traffic Review Committee
Celestino Ruffini, 2366 Hyacinth Court, (replacing M. Ramsden) to a term ending December 30, 2021

PLEASE ANNOUNCE THE FOLLOWING VACANCIES

Alcohol Beverage License Control Committee (1 vacancy for resident, 1 vacancy for Tavern League Rep.)
Board of Appeals (3 vacancies for residents, 1 vacancy for 1\textsuperscript{st} Alternate and 1 vacancy for 2\textsuperscript{nd} Alternate)
Board of Review (1 vacancy for resident member [regular] and 2 vacancies for alternates)
Community Development Authority (1 vacancy for resident)
Landmarks Commission (3 vacancies for residents)
Park, Recreation & Conservation Advisory Commission (1 vacancy for School District Representative)
Traffic Review Committee (1 vacancy for resident)
BELOIT LANDMARKS COMMISSION
ANNUAL PRESERVATION ACTIVITIES REPORT - 2019

Dear City Councilors:

This annual report is provided in accordance with Section 32.05(10) of the Historic Preservation Ordinance. This report documents the activities and accomplishments of the Landmarks Commission during 2019.

The Commission currently consists of Chair Alex Blazer, Steve Truesdale, Joy Beckman, Chris Gallagher, and City Council Representative Sherry Blakeley.

The Landmarks Commission met 9 times in 2019 to review Certificate of Appropriateness (COA) applications. Many of these applications included more than one item concerning repairs, replacements, additions, or demolitions. Planning Division staff also reviewed and approved COA applications throughout the year. The number and types of requests considered by the Commission and staff are as follows:

- Additions/New Construction: 1
- Historic Plaques: 0
- Chimneys and Tuckpointing: 2
- Local Landmark Designations: 0
- Demolitions: 0
- Ramps/Sidewalks/Steps/Pavement: 5
- Fences and retaining walls: 2
- Roof repair/replacement: 9
- Garage repair/construction: 3
- Signs and miscellaneous items: 3
- Gutters/fascia/soffit: 3
- Siding: 2
- Handrails and Porches: 4
- Windows and Doors: 11

Of the 33 COA applications processed in 2019, 15 (45%) were approved by staff. The Milwaukee and Emerson Residential Historic District, which includes 150 homes, was added to the National & State Registers of Historic Places on May 17, 2019. The Commission currently monitors 115 properties in the Bluff Street Historic District, 156 properties in the Near East Side/College Park Historic District, 4 properties in the Merrill Street Historic District, and 46 individually listed Landmarks and Landmark Sites.

Sincerely,

Hilary Rottmann, Planner II
Planning & Building Services

c: Beloit Landmarks Commission
State Historical Society of Wisconsin
<table>
<thead>
<tr>
<th>Topic:</th>
<th>Initial Resolution Authorizing Issuance of $2,235,000 Water Revenue Refunding Bonds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>02/17/2020</td>
</tr>
<tr>
<td>Presenter:</td>
<td>Eric R. Miller</td>
</tr>
<tr>
<td>Department:</td>
<td>Finance &amp; Administrative Services</td>
</tr>
</tbody>
</table>

**Overview/Background Information**

Each year our Financial Advisors evaluate and present to staff potential savings options as it relates to existing debt issuances. In this very favorable rate environment, one Water Revenue Bond, initially issued in 2009, showed the potential to save nearly 14.50% of the current outstanding principal and interest. The City is planning on issuing a $2,235,000 Water Revenue Refunding Bond to take the place of a 2009 Water Revenue Bond that currently has $2,265,000 of outstanding principal and $571,927.50 of outstanding interest. Therefore, staff is recommending proceeding with the refunding opportunity in order save significant dollars within the water utility.

**Key Issues**

1. Take advantage of low interest rate environment.
2. Will save nearly $40,000 per year in the Water Utility.

**Conformance with Strategic Plan**

Approval of this agreement 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 a Positive Image, Enhance Communications and Engage the Community

**Sustainability**

(If applicable, briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment. Consider whether the policy of program will reduce dependence upon fossil fuels, reduce dependence on chemicals and other manufacturing substances that accumulate in nature, reduce dependence on activities that harm life sustaining eco-systems, and/or meet the hierarchy of present and future human needs fairly and efficiently. **Write N/A if not applicable**)

N/A

**Action Required/Recommendation**

Staff recommends adoption of the Initial Resolution.

**Fiscal Note/Budget Impact**

The 2020 budget includes all funds needed in order to issue the bonds.

**Attachments**

Pre-Sale Reports for the 2020C issue.
Resolution No. 2020-035

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY $2,235,000 WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2020C

WHEREAS, the City of Beloit, Rock County, Wisconsin (the "City") deems it to be necessary, desirable and in the best interest of the City to refund the outstanding maturities of the City's Water System Revenue Bonds, Series 2009, dated May 28, 2009 (the "Refunded Obligations") for the purpose of achieving debt service cost savings; and

WHEREAS, the City Council of the City hereby finds and determines that water system revenue bonds in an amount of approximately $2,235,000 should be issued for the purpose of refunding the Refunded Obligations pursuant to Section 66.0621, Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that:

Section 1. Issuance of the Bonds. The City shall issue bonds designated "Water System Revenue Refunding Bonds, Series 2020C" (the "Bonds") in an amount of approximately $2,235,000 for the purpose above specified.

Section 2. Sale of the Bonds. The City Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the City Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk/Treasurer (in consultation with the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers")) is hereby authorized and directed to cause the sale of the Bonds to be publicized at such times and in such manner as the City Clerk/Treasurer may determine and to cause copies of a complete, Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk/Treasurer may determine.

Section 4. Official Statement. The City Clerk/Treasurer (in consultation with Ehlers) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

Adopted and recorded February 17, 2020.

_________________________________________
Regina Dunkin
City Council President

ATTEST:

_________________________________________
Lorena Rae Stottler
City Clerk/Treasurer

(SEAL)