

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

COUNTY BOARD STAFF
COMMITTEE
INITIATED BY



JEFFREY S. KUGLITSCH
DRAFTED BY

MARCH 16, 2015
DATE DRAFTED

COUNTY BOARD STAFF
COMMITTEE
SUBMITTED BY

RESOLUTION EXTENDING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BELOIT, THE COUNTY OF ROCK AND THE HO-CHUNK NATION

1 WHEREAS, the City of Beloit ("City"), County of Rock ("County") and the Ho-Chunk Nation
2 ("Nation") had previously in March, 2012 entered into an Intergovernmental Agreement ("IGA")
3 relating to the construction and operation of a Class III Gaming Facility on property owned by the
4 Nation in the City of Beloit; and

5
6 WHEREAS, the Intergovernmental Agreement indicated that it would automatically expire
7 three (3) years from the execution if Trust approval date had not yet occurred unless the parties agreed
8 otherwise in writing; and

9
10 WHEREAS, the Nation has submitted a Federal Trust Application, including the IGA, for
11 approval to the United States Secretary of the Interior ("Secretary") and a land to trust decision has yet
12 to occur; and

13
14 WHEREAS, the continued support of host local governments is important to secure the
15 Secretary's approval of the Federal Trust Application and to the ultimate success of the Beloit Class III
16 Gaming Facility; and

17
18 WHEREAS, the County recognizes that said Class III Gaming Facility will be beneficial to the
19 City, the County, area residents, and to the Nation and its members by, in part, providing employment
20 opportunities and promoting economic development in the region; and

21
22 WHEREAS, the Nation has ownership of the site, and said site is specified in the IGA and is
23 included in their Federal Trust Application; and

24
25 WHEREAS, the Nation has entered into a Gaming Compact with the State of Wisconsin, which
26 provides for an additional Class III Gaming site; and

27
28 WHEREAS, said Gaming Compact in Article XXVII B requires that a resolution of support
29 authorizing Class III Gaming be delivered to the Governor by the city and the county where such site is
30 to be located.

31
32 NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors, in
33 session this 26th day of March, 2015, that they extend the current IGA between the City, the County
34 and the Nation for an additional three (3) year period from today's date.

35
36 BE IT FURTHER RESOLVED that the County hereby continues to authorize Class III Gaming
37 consistent with the IGA and also authorizes the delivery of this resolution of support to the Governor of
38 the State of Wisconsin.

39

15-3B-235

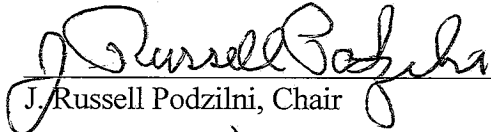
RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BELOIT, THE COUNTY OF ROCK AND THE HO-CHUNK NATION

Page 2


42 BE IT FURTHER RESOLVED that the County Board Chair and County Clerk be authorized to
43 execute the amendment/extension of the IGA on behalf of the County of Rock.

Respectfully submitted:


COUNTY BOARD STAFF COMMITTEE


J. Russell Podzilni, Chair

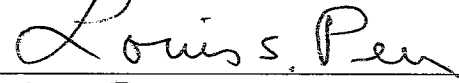

Sandra Kraft, Vice Chair

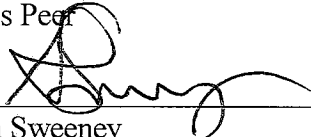

Eva Arnold


Hank Brill


Betty Jo Bussie

Absent
Mary Mawhinney

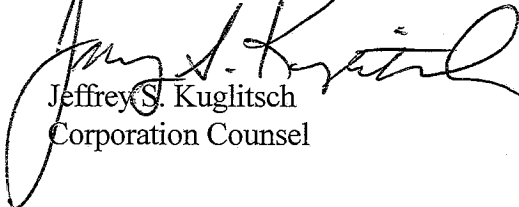

Louis Peer


Alan Sweeney


Terry Thomas


LEGAL NOTE:

The County Board is authorized to take this action pursuant to sec. 59.01 and 59.51, Wis. Stats.


Jeffrey S. Kuglitsch
Corporation Counsel


FISCAL NOTE:

This agreement requires the County to provide usual and customary services to the proposed casino. These costs cannot be measured at this time. It also provides for the Ho-Chunk Nation to make payments equaling 2% of the net win to the City of Beloit, of which the County would receive 30%. These payments would be in lieu of property taxes. The financial impact is unknown at this time.


Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator

EXECUTIVE SUMMARY

This resolution extends the Intergovernmental Agreement between the City of Beloit, the County of Rock and the Ho-Chunk Nation. It relates to the construction and operation of a Class III gaming facility on property currently owned by the Ho-Chunk Nation in the City of Beloit. The previous IGA is set to expire at its three-year deadline. This resolution is to amend the existing IGA for an additional three-year period of time. The continued support of the County is important to help secure the Secretary of the Interior's approval of the Federal Trust Application. The County recognizes that such a facility would be beneficial to area residents by providing employment opportunities and promoting economic development. The amendment of the IGA would continue to provide that the Ho-Chunk Nation would make payments equaling 2% of the net win proceeds to the City of Beloit, of which the County would receive 30%.

FIRST AMENDMENT OF INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("First Amendment") is made effective as of March 1, 2015 by and between the HO-CHUNK NATION, a federally recognized Indian Tribe organized under Section 16 of the Indian Reorganization Act (the "Nation"), the CITY OF BELOIT, a municipal corporation organized under the laws of the state of Wisconsin (the "City"), and the COUNTY OF ROCK (the "County"), a municipal corporation organized under the laws of the state of Wisconsin. The Nation, City and County are each a "Party" and are collectively the "Parties."

The Parties entered into that certain Intergovernmental Agreement with an Execution Date of March 26, 2012 (the "IGA"). Section 4.3 of the IGA provides for the automatic expiration of the IGA on the third anniversary of the IGA's Execution Date. The Parties wish to amend the IGA to extend the automatic expiration for an additional three (3) years pursuant to the terms of this First Amendment.

In consideration of the premises above and the agreements below, the Parties agree as follows:

1. Defined Terms. Any capitalized term used but not defined in this First Amendment shall have the meaning given it in the IGA.
2. Automatic Expiration Extension. Section 4.3 of the IGA is hereby deleted in its entirety and replaced with the following:

Section 4.3 **Automatic Expiration**. This IGA shall automatically expire and become null and void on the date occurring six (6) years after the Execution Date (March 26, 2018,) if the Trust Approval Date has not then occurred, unless the Parties agree otherwise in writing.

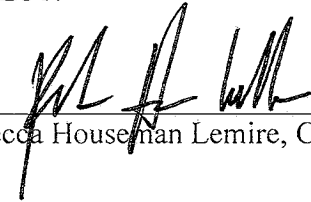
3. Full Force and Effect. Except as modified by this First Amendment, the IGA and all of its terms and conditions are in full force and effect.
4. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Original signatures sent by facsimile or by electronic mail shall be accepted as originals and shall be binding upon the Parties.

(Signatures on following pages)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment as of the date first written above.

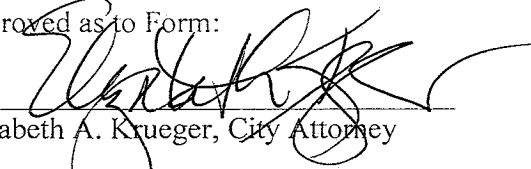
ATTEST:

CITY OF БЕЛОIT, WISCONSIN

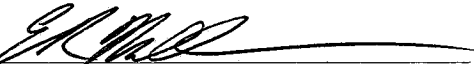
By: 
Rebecca Houseman Lemire, City Clerk

By: 
Larry N. Arft, City Manager

Approved as to Form:

By: 
Elizabeth A. Krueger, City Attorney

I hereby certify that there are sufficient funds available to pay the liability incurred by the City of Beloit, if any, pursuant to this First Amendment.

By: 
Eric Miller
Finance & Administrative Services Director

ATTEST:

COUNTY OF ROCK, WISCONSIN

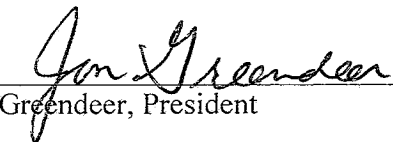
By: 
Lori Stottler, County Clerk

By: 
J. Russell Podzilni, County Board Chair

ATTEST:

HO-CHUNK NATION

By: 
Kathyleen LoneTree-Whiterabbit, Tribal Secretary

By: 
Jon Greendeer, President