



City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2004-0204	Resolution	In Committee
Resolution relative to accepting the proposal of HVS International for providing a Hotel Feasibility Study for a total sum of \$25,000.00.		
Introduced: 6/15/2004		Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

Adoption

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
JUN 15 2004		✓	Barczak	✓			
			Czaplewski	✓			
			Dobrowski				
			Kopplin				
	✓		Lajsic	✓			
			Narlock				
			Reinke	✓			
			Sengstock				
			Vitale				
			Weigel	✓			
			TOTAL	5	1		

SIGNATURE OF COMMITTEE MEMBER

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
JUN 15 2004	✓		Barczak	✓			
			Czaplewski	✓			
			Dobrowski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Sengstock	✓			
		✓	Vitale	✓			
			Weigel	✓			
			TOTAL	10	1		

Purch
Finance
Dev

STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL 2004

ADMINISTRATION & FINANCE

Chair: Michael J. Czaplewski
Vice-Chair: Martin J. Weigel
Gary T. Barczak
Thomas G. Lajsic
Rosalie L. Reinke

PUBLIC WORKS

Chair: Richard F. Narlock
Vice-Chair: Linda A. Dobrowski
Kurt E. Kopplin
Vincent Vitale
James W. Sengstock

SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic
Vice-Chair: Vincent Vitale
Gary T. Barczak
Martin J. Weigel
Rosalie L. Reinke

#2061

LICENSE & HEALTH

Chair: Kurt E. Kopplin
Vice-Chair: James W. Sengstock
Linda A. Dobrowski
Richard F. Narlock
Michael J. Czaplewski

ADVISORY

Chair: Rosalie L. Reinke
Vice-Chair: Gary T. Barczak
Linda A. Dobrowski
Vincent Vitale
Martin J. Weigel



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2004-0204

Final Action:
JUN 15 2004

Resolution relative to accepting the proposal of HVS International for providing a Hotel Feasibility Study for a total sum of \$25,000.00.

WHEREAS, The Purchasing/Central Services Division has reported that it duly advertised a request for proposal for a Hotel Feasibility Study for the Department of Development of the City of West Allis in conjunction with the Wisconsin State Fair Park Exposition Center, that the proposals received as shown on the attached bid report were reasonable; and,

WHEREAS, both parties agree to jointly fund the study with each party funding 50% of the project cost; and,

WHEREAS, The Common Council deems it to be in the best interests of the City of West Allis that the proposal of HVS International be accepted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal dated March 19, 2004 submitted by HVS International for furnishing a hotel feasibility study in the area of the Wisconsin State Fair Park grounds for \$25,000.00 be and is hereby accepted.

BE IT FURTHER RESOLVED that, subject to approval of the matching funds by the Wisconsin State Fair Park Exposition Center, Inc., sum not to exceed \$12,500.00 be and is hereby appropriated from Community Development Block Grant Funds to pay the liability that will be incurred by the City for the aforementioned feasibility study.

PCSD851

ADOPTED

June 15 2004

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

June 8, 2004

Jeannette Bell, Mayor

CITY OF WEST ALLIS

BID TABULATION

RFP # 851 Hotel Feasibility Study

Open: 5/26/04

	HVS International	Hospitality Consulting Group Inc.	Johnson Consulting	TR Mandigo & Co.
Total Points Awarded	362	108	290	100
Bid Price	25,000.00	28,100.00	29,500.00	19,800.00
Price per Point	69.00	261.00	102.00	198.00

CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the DEPARTMENT OF DEVELOPMENT OF THE CITY OF WEST ALLIS, Wisconsin, a municipal corporation (the "Department") and HVS INTERNATIONAL (the "Consultant") effective June 16, 2004.

WITNESSETH:

WHEREAS, the Department has solicited proposals from qualified persons to furnish a Hotel Market Feasibility Analysis assessment services for the State Fair Park area (the "Project"); and,

WHEREAS, Consultant has submitted a proposal to provide such services; and,

WHEREAS, the City has authorized the Department to enter into this Agreement with Consultant for such services and has authorized the expenditure of funds to pay the liability that will accrue to the Department under this Agreement.

NOW, THEREFORE, in consideration of these premises the parties hereby mutually agree as set forth in the following pages, exhibits and schedules which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the Department and the Consultant have executed this Agreement together with the attachments, which are made a part hereof.

CITY OF WEST ALLIS, WISCONSIN
DEPARTMENT OF DEVELOPMENT

CONSULTANT

By: John F. Stibal
Title: Director
Date: 10-20-04

By: Thomas Haginski
Title: Managing Director
Date: 10-21-04

ATTACHMENTS:
GENERAL CONDITIONS OF AGREEMENT
INSURANCE REQUIREMENTS
WORK ORDER
EXHIBIT A - SCOPE OF SERVICES

Approved as to form this 21 day
of Oct, 2004.
Scott Hefel
City Attorney

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
GENERAL CONDITIONS OF AGREEMENT FOR
PROFESSIONAL SERVICES**

CONSULTANT:

PROJECT:

1.01 BASIC SERVICES

A. Basic Services of CONSULTANT to be provided under this AGREEMENT are listed in the Scope of Services, attached hereto and made a part of this Agreement by reference.

B. Payment for Basic Services shall be made in accordance with Section 3 of this Agreement.

2.01 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

A. Those services listed in the Scope of Services but not identified in Section 1 of this AGREEMENT may be requested by the DEPARTMENT to complete the work, are considered additional services. The DEPARTMENT may request CONSULTANT at a future date to perform any or all of these services by a written authorization to proceed with the Additional Service(s). The written authorization to proceed shall become an Amendment to the Agreement.

B. Payment for the Additional Service(s) shall be in accordance with Section 3 of this AGREEMENT.

3.01 BASIC SERVICES

A. DEPARTMENT shall pay CONSULTANT for Basic Services rendered under Section 1 on the basis of CONSULTANT'S Hourly Rate, plus Reimbursable Expenses and Services of Professional Associates and other Consultants as defined in this Section 3.

B. CONSULTANT estimates that the total cost required to perform Basic Services as enumerated in Section 1 will not exceed Twenty-Two Thousand Five-Hundred Dollars (\$22,500).

Given the assumptions which must be made, the DEPARTMENT recognizes that the CONSULTANT cannot guarantee the complete accuracy of its estimate of total cost, and, therefore waives any claim against CONSULTANT in this regard, except to the extent that any cost overrun can be attributable to fraudulent conduct, bad faith or inexcusable ignorance or incompetence.

3.02 ADDITIONAL SERVICES

DEPARTMENT shall pay CONSULTANT for Additional Services rendered under Section 2 as follows:

1. For Additional Services of CONSULTANT'S principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of CONSULTANT'S

Hourly Rate.

2. For services and Reimbursable Expenses of independent Professional Associates and Consultants employed by CONSULTANT to render Additional services pursuant to Section 2, the amount billed to CONSULTANT therefore.

3.03 REIMBURSABLE EXPENSES

A. As used in this Agreement Reimbursable Expenses mean the actual expense incurred by CONSULTANT or its independent Professional Associates or Consultants, directly or indirectly in connection with the Project, such as expenses for: toll telephone calls and express mailings, reproduction of reports, drawings, specifications, bidding documents, laboratory tests and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by the DEPARTMENT, overtime work requiring higher than regular rates.

B. The Reimbursable Expenses for Basic Services are as set forth in the Consultant's Hourly Rates attached hereto and made a part of this Agreement.

3.04 HOURLY RATES.

As used in this Agreement hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all CONSULTANT'S personnel engaged directly on the Project, including but not limited to other technical and business personnel as set forth in the Consultant's Hourly Rates.

3.05 TIME OF PAYMENT

A. CONSULTANT shall submit monthly statements on or before the twentieth of the month for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The DEPARTMENT shall make prompt payment on or before the twentieth of the month following the date of the CONSULTANT monthly statement.

4.01 COMMENCEMENT OF WORK

A. CONSULTANT shall commence the work to be performed under this Agreement upon receipt of a written Work Order or verbal authorization to proceed from the DEPARTMENT. Each Work Order or verbal authorization shall define by task(s) the scope of services to be performed. Verbal authorizations shall be followed up with written Work Orders.

B. Additional services shall be commenced at within the time agreed to between the CONSULTANT and the DEPARTMENT at the time such services are authorized.

C. The DEPARTMENT shall not be liable to CONSULTANT and/or any of its independent Professional Associates and Consultants and/or subcontractors for claims or damages or monetary claims of any nature caused by or arising out of delays from any cause whatsoever, including but not limited to any time which may be specified for the notice to proceed under this Agreement. The sole remedy against the DEPARTMENT for delays shall be the allowance to claimant of additional time for completion of work, the amount thereof to be reasonable as determined by the DEPARTMENT.

4.02 COMPLETION OF WORK

A. CONSULTANT shall complete the work to be performed under this Agreement within the

time specified in the Scope of Services, or if none is specified, then within a reasonable time for the type of work involved.

B. Additional services shall be completed within the time agreed to between the CONSULTANT and the DEPARTMENT at the time such services are authorized.

5.01 APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Wisconsin and venue for any action concerning this Agreement shall be in Milwaukee County, Wisconsin. The CONSULTANT shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this AGREEMENT.

6.01 APPROVALS OR INSPECTIONS

None of the approvals or inspections performed by the DEPARTMENT shall be construed or implied to relieve the CONSULTANT from any duty or responsibility it has for its professional performance, unless the DEPARTMENT formally assumes such responsibility through a letter from the DEPARTMENT expressly stating that the responsibility has been assumed.

7.01 DISPUTE RESOLUTION

In the event a dispute arises under this agreement, which is not resolvable through informal means, the parties agree to submit the dispute to the following resolution mechanism prior to pursuing other available legal remedies. Upon receipt of a written request by either party to utilize this provision each party shall have five working days to notify the other as to the name and address of the person designated to hear the dispute for that party. Upon designation of the dispute resolution representatives, those persons shall have ten working days to appoint a mutually acceptable third person to hear the dispute, and to agree on a time and location to hear the matter in dispute. The representatives shall jointly determine the procedure to be used for gathering

information and hearing the dispute. Binding mediation or arbitration shall not be chosen as a dispute resolution method.

8.01 ASSIGNMENT

Neither this AGREEMENT nor any right or duty, in whole or in part, of the CONSULTANT under this AGREEMENT may be assigned, delegated or subcontracted without the written consent of the DEPARTMENT.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the DEPARTMENT and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the DEPARTMENT and the CONSULTANT and not for the benefit of any of any other party.

9.01 CANCELLATION; TERMINATION

A. The DEPARTMENT reserves the right to cancel this AGREEMENT in whole or in part, without penalty, due to non-appropriation of funds or for failure of the CONSULTANT to comply with terms, conditions, or specifications of this AGREEMENT.

B. The DEPARTMENT may terminate this AGREEMENT for any reason at any time upon not less than 10 days' written notice to the CONSULTANT.

C. In the event of termination the DEPARTMENT shall pay the CONSULTANT for that portion of the work satisfactorily performed prior to the date of termination.

D. If this AGREEMENT is cancelled or terminated by the DEPARTMENT for reasons other than the failure of the CONSULTANT to comply with terms, conditions or specifications of this AGREEMENT, the CONSULTANT shall also be entitled to reasonable cancellation or termination costs relating to costs incurred by the CONSULTANT for commitments, which had become firm prior to the cancellation or termination.

E. Upon cancellation or termination under PARAGRAPH A. or B., above, the CONSULTANT shall promptly discontinue all affected work (unless the notice of termination directs otherwise), and deliver or otherwise make available to the DEPARTMENT all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this AGREEMENT, whether completed or in progress.

F. If any undisputed invoice shall not be paid within the payment terms of this AGREEMENT, CONSULTANT shall have the right, after giving seven (7) days written notice, to suspend all Services on the project until all accounts have been paid. If any overdue invoice shall not be paid within forty-five (45) calendar days after the date of the invoice, CONSULTANT shall have the right to terminate this AGREEMENT.

10.01 DISCLOSURE

If a city official (as defined under section 3.02(l) of the Revised Municipal Code of the City of West Allis), a member of official's immediate family, or any organization in which a city official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this AGREEMENT, and if this AGREEMENT involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this AGREEMENT is voidable by the City unless appropriate disclosure is made according to section 3.5 of the Revised Municipal Code, before signing the AGREEMENT. Disclosures shall be made to the Ethics Board of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214 (Telephone 414-302-8200).

11.01 ENTIRE AGREEMENT; AMENDMENTS

This AGREEMENT, together with the specifications in the proposal and referenced parts and attachments, shall constitute the entire agreement between the parties and previous communications or agreements pertaining to the subject matter of this AGREEMENT are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this AGREEMENT, signed by both parties prior to the ending date of this AGREEMENT.

12.01 FORCE MAJEURE

No party shall be responsible to the other party for any resulting losses and it shall not be a default of this Agreement if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, unusual adverse weather conditions, or by any other cause not within the control of the party whose performance was interfered with and which by the exercise of reasonable diligence such party is unable to prevent, whether of the class of enumerate causes or not, and the time for performance shall be extended by the period of delay occasioned by

any such cause. Upon the occurrence of a force majeure, written notice to the other party shall be given as herein provided. If the period of non-performance exceeds thirty (30) days from the receipt of the notice, the party whose ability to perform has not been so affected may, by written notice, terminate this Agreement.

13.01 INDEMNIFICATION; LIABILITY

A. The CONSULTANT agrees to defend, indemnify and hold harmless the DEPARTMENT and its agents, officers, directors, and employees from and against those claims, suits, damages, or losses incurred by DEPARTMENT, to the extent such claims, suits, damages or losses are caused by negligent acts or willful misconduct of CONSULTANT or its agents, officers, directors or employees. This agreement to indemnify, defend, and hold harmless shall not extend to any claims, suits, damages, or losses caused by the acts, omissions, or conduct of DEPARTMENT or any other person.

B. DEPARTMENT agrees to indemnify, defend and hold harmless CONSULTANT and its subcontractors, consultants, agents, directors, and employees from and against all claims, suits, damages, and losses, including, but not limited to, those claims, suits, damages, or losses caused or arising out of, relating to, or based upon: 1) the acts, omissions, or other conduct of DEPARTMENT; and [2) the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes acids, alkalis, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere or on, onto, upon, in or into the surface or subsurface of soil, water or water course, objects, or any tangible or intangible matter, whether abated or not; except to the extent that such damage or loss is caused by the negligent acts or willful misconduct of CONSULTANT or its agents, officers, directors, or employees.] [For environmental services only.]

14.01 INDEPENDENT CONTRACTOR

The DEPARTMENT agrees that the CONSULTANT shall have sole control of the method, hours worked, and time and manner of any performance under this AGREEMENT other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the purpose of insuring that the performance is progressing or has been completed in compliance with the AGREEMENT. The DEPARTMENT takes no responsibility for supervision or direction of the performance of the AGREEMENT to be performed by the CONSULTANT or the CONSULTANT'S employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the CONSULTANT'S employees or agents.

15.01 REPORT AND DOCUMENTATION REQUIREMENTS

A. The CONSULTANT'S invoices will be reduced by the sums set forth below for each week that the CONSULTANT fails to submit a report or document required under this AGREEMENT'S time schedule unless the DEPARTMENT determines that such delay is attributable to a force majeure as defined in SECTION 8., above. These reductions shall accrue in the amount of 5% of the Work Order for the first week and 10% of the Work Order for each week thereafter, for each report or document, which is overdue.

B. Assessment of reductions under this SECTION does not preclude the DEPARTMENT from pursuing any other remedies or sanctions because of the CONSULTANT'S failure to comply with any of the terms of this AGREEMENT, including a suit to enforce the terms of this AGREEMENT.

C. With respect to any individual failure to submit a report or document required under this AGREEMENT'S time schedule, the DEPARTMENT may at its sole discretion, in whole or in part, waive its right to penalties otherwise due under this SECTION.

16.01 NO WAIVER OF CONDITIONS

The failure of either party to insist on strict performance of this AGREEMENT does not constitute a waiver of any of the provisions of this AGREEMENT or a waiver of any default of the other party.

17.01 OWNERSHIP OF DOCUMENTS

A. Upon completion of the services provided for in this AGREEMENT, or upon payment for services as provided for in SECTION 5., all reports, specifications, charts, sketches, drawings and other documents, whether finished or not, shall become the property of the DEPARTMENT.

B. CONSULTANT shall retain one copy of all documents for its file. Any documents generated by CONSULTANT used by the DEPARTMENT beyond the intended purpose shall be at the sole risk of the DEPARTMENT, unless otherwise agreed upon by CONSULTANT in writing. To the fullest extent permitted by law, DEPARTMENT shall indemnify, defend and hold harmless CONSULTANT, its subcontractors, consultants, officers, directors, employees and agents, for any loss or damages arising out of the unauthorized use of such documents by the DEPARTMENT.

18.01 OWNERSHIP OF WASTES [Environmental Contract Only]

The DEPARTMENT acknowledges that the CONSULTANT is not, by virtue of this AGREEMENT, the owner or generator of any waste materials generated as a result of the services performed by the CONSULTANT under this AGREEMENT.

19.01. PERIOD OF AGREEMENT

This AGREEMENT shall commence upon its signing by both parties and shall follow the schedule developed herein, during which period all performance as described in this AGREEMENT shall be fully completed to the satisfaction of the DEPARTMENT.

20.01 RELEASE OF INFORMATION

The CONSULTANT may not issue press releases or provide information to any third party regarding the Project without the prior written approval of the DEPARTMENT, except as required by Federal or State regulations, or court order.

21.01 SAFETY

The CONSULTANT shall initiate, maintain and provide supervision of safety precautions and programs for CONSULTANT'S own employees, and shall require its subcontractors or subconsultants to comply with state and local safety laws and regulations in connection with its services. However, the CONSULTANT is not responsible for the elimination or abatement of safety hazards created or otherwise resulting from work at the project site carried on by other persons or firms directly employed by the DEPARTMENT as separate consultants or contractors. The DEPARTMENT agrees to require any such separate consultants or contractors to comply with federal, state and local safety laws and regulations and to comply with all reasonable requests

and directions of the CONSULTANT for the elimination or abatement of any safety hazards at the project site.

22.01 SITE ACCESS; DATA

A. Unless the Scope of Work provides otherwise, the DEPARTMENT shall obtain or provide reasonable access for the CONSULTANT to the project site when necessary and at any reasonable time requested.

B. The DEPARTMENT shall attempt to provide the CONSULTANT with all relevant data and information in its possession regarding the project site. However, in providing such data and information, the DEPARTMENT or the CONSULTANT assumes no responsibility for its accuracy, reliability or completeness.

23.01 STANDARD OF PERFORMANCE

The CONSULTANT'S services shall be performed with the usual thoroughness, skill and competence of the consulting profession, in accordance with the standard for professional services prevailing at the time those services are rendered.

24.01 SURVIVAL

These General Terms and Conditions shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.

25.01 SUCCESSORS AND ASSIGNS

The DEPARTMENT and the CONSULTANT each bind themselves, their partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this AGREEMENT.

26.01 TITLES

The headings or titles of SECTIONS of this AGREEMENT are used for convenience and ease of reference and are not intended to limit the scope or intent of the SECTIONS.

27.01 ACCESS TO RECORDS

A. The CONSULTANT and subcontractors to the CONSULTANT if any, agree to maintain for inspection by the DEPARTMENT all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this AGREEMENT and to make such materials available at their respective offices at all reasonable times during the life of the AGREEMENT and for three (3) years from the date of final payment under the AGREEMENT, and to furnish copies thereof if requested.

B. If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the DEPARTMENT.

28.01 ERRORS AND OMISSIONS

The CONSULTANT shall be responsible for the accuracy of the work performed by the CONSULTANT under the AGREEMENT, and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors or omissions without additional compensation.

29.01 CONFLICT OF INTEREST

A. The CONSULTANT warrants it has no public or private interest, and shall not knowingly acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under the AGREEMENT.

B. The CONSULTANT shall not employ any person employed by the DEPARTMENT for any work included under the provisions of the AGREEMENT.

**DEPARTMENT OF DEVELOPMENT
OF THE CITY OF WEST ALLIS**

INSURANCE REQUIREMENTS FOR CONSULTANTS

A. INSURANCE REQUIRED.

Consultants shall purchase and maintain for the duration of the contract as required by the City or by Law, insurance indemnifying against claims, suits, personal injury, bodily injury to persons, or damage to property which arises from, or in connection with the performance of the work hereunder by the Consultant. Some contracts may require Completed Operations, Professional Liability or other insurance beyond the contract term.

Any deductibles or self-insured retentions shall be identified to the City; those which exceed \$10,000 must be declared to and approved by the City. City may require a review of the latest audited financial statements of the Consultant. At the option of the City, neither the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of West Allis, their officers, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defenses expenses.

All required insurance under this Contract is to be placed with insurers with a Best's rating of no less than A-VII. Said carriers to be admitted status with the State of Wisconsin, unless otherwise approved in advance by the City. City reserves the right to approve non-admitted carriers with a Best's rating of no less than AX.

Work shall not be commenced under the Contract until all insurance required under this paragraph has been obtained and evidence thereof in the form of certificates, with original endorsements effecting coverage, are filed with and approved by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. For Workers' Compensation-related risks, only forms approved by the Insurance Commissioner are to be used.

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages shall be subject to all of the insurance requirements that are applicable to the Consultant. No subcontractor shall be permitted to commence work until all required coverages have been obtained and certificates and endorsements thereof are filed with the City.

If any part of a loss is not covered because of the application of a deductible or retention, said loss shall be born by the general Consultant and not the City. Failure to maintain the required insurance may result in termination of this Contract at the option of the City.

B. GENERAL ENDORSEMENTS.

The protection afforded by the required insurance policies under this Contract shall include, but shall not be limited to, the following:

1. Occurrence Based Policies. All required Liability insurance under this Contract shall be written on an "occurrence" form, except separately approved Professional Liability Policies.
2. Representation of Coverage Adequacy. By requiring insurance for this Contract, the City does not represent or warrant that coverage and limits will be adequate to protect the Consultant, subcontractor, their agents or any project engineer.
3. Cross-Liability Coverage. If the Consultant's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. Cancellation. The policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after at least thirty (30) days prior written notice has been given to the City.
5. Additional Insureds. The City of West Allis, their officers (elected and appointed), employees, agents and volunteers must be named as additional insureds as their interests may appear on the Consultant's liability insurance policies which insures the City up to the required limits. Additional insured status shall be endorsed onto the respective insurance policy by the appropriate ISO Endorsement Form approved by the City and executed by duly authorized agents of said carrier.
6. Primary Insurance. Consultant's insurance shall provide primary insurance to the City, to the exclusion of any other insurance or self-insurance programs the City may carry. Any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute to it.
7. Waiver of Subrogation. Consultant waives all rights against the City and the City of West Allis, their officers, employees, agents and volunteers for recovery of damages to the extent these damages are covered by the insurance the Consultant is required to carry pursuant to this Contract.
8. Reporting. Failure to comply with any insurance policy reporting provisions shall not affect coverage provided to the City.
9. Cross Liability. The required insurance coverages shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of the insurer's liability.
10. Indemnification. The policies shall contain an acknowledgement by the underwriters that the Consultant shall indemnify and save harmless the City of West Allis against

any and all claims resulting from the wrongful or negligent acts or omissions of the Consultant or other parties acting on its behalf under the Contract; and that the hold harmless assumption on the part of the Consultant shall include all reasonable costs necessary to defend a lawsuit including actual reasonable attorney fees.

C. MINIMUM LIMITS AND OTHER PROVISIONS.

1. WORKER'S COMPENSATION INSURANCE.

Workers Compensation Insurance:

Wisconsin statutory limits for all employees of the bidder to whom the award is made.

All subcontractors and materialmen shall furnish to the Consultant and the City certificates of similar insurance for all of their respective employees, unless such employees are covered by the protection afforded by the Consultant.

2. GENERAL LIABILITY INSURANCE.

a. Coverage. Coverages must include, but are not limited to the following:

"Occurrence" Coverage Form must be as broad as 1988 "Commercial General Liability" (form CG 00 01) and include the following:

Premises and Operations

Products and Completed Operations, applicable for at least one year following acceptance of the work

Personal Injury with Employment Exclusion deleted

Unlicensed Mobile Equipment

Explosion, Collapse and Underground Hazard Coverages

Blanket Contractual (Independent Consultant's Protective)

Broad Form Property Damage

Contingent Coverage for Subcontractors

Care, Custody and Control Coverages for City Owned or Purchased Materials at the Work Site

b. Minimum Limits of Liability:

Per Occurrence Limit: \$1,000,000

Policy Aggregate: \$2,000,000

Personal Injury Limit: \$1,000,000

Fire Damage Limit: \$ 50,000

Medical Expense Limit: \$ 5,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE.

a. Coverage. Coverage must be as broad as CA 00 01 Ed. 1992) - Occurrence Form Code No. 1, "any auto".

Comprehensive Coverage for all Owned, Non-Owned or Hired Motor Vehicles driven by the employees of the Consultant or Subcontractors, including vehicles and equipment owned by the City if used exclusively for the project.

Uninsured or Underinsured Motorists Liability Coverage at full policy limits.

Transportation by insured vehicles of pollutants, or toxic wastes (as determined by the EPA) shall require a minimum of the Pollution Liability Endorsement (CA9948) and/or the Motor Carrier Act Endorsement (MCA90) to address damages and clean-up costs.

b. Minimum Limits of Liability:

Minimum Limits are the same as specifications for General Liability Insurance.

4. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE

a. Coverage. Standard form; coverage provided on a claims-made basis with at least one year extended reporting period; to include all liability assumed by the Consultant for the Project.

b. Minimum Limits of Liability:

Minimum \$1 Million (project specific).

**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
WORK ORDER**

TO: **HVS International**

DATE: **OCTOBER 20, 2004**

PROJECT: **Hotel Feasibility Study**

SUBJECT: **Contract**

In accordance with Resolution No. R-2004-0204 and the Agreement for Professional Services dated as of June 7, 2004 (the "Agreement"), you are directed to proceed with work on the Project as outlined below:

Work: See attached Scope of Services dated June 7, 2004.

Estimate: \$ 22,500

Schedule: Work to commence immediately. To be completed as part of the Basic Services under the Agreement.

This Work Order, including any attachments, is incorporated into the Agreement. All work defined in this Work Order and payment therefor shall be performed in accordance with the terms and conditions of the Agreement, unless otherwise modified herein. Any modification(s) of this Work Order is subject to approval and acceptance pursuant to the Agreement.

Issued:

Received and Approved:

DEPARTMENT OF DEVELOPMENT

CONSULTANT

By: John F. Stibal

By: Thomas Hayashi

Title: Director

Title: Managing Director

Date: 10-20-04

Date: 10-21-04

ATTACHMENTS:

Scope of Services

COMPTROLLER'S CERTIFICATE

Countersigned this 21 day of OCT, 2004
and I certify that the necessary funds have been
provided to pay the liability that may be
incurred by the City of West Allis under this
Contract.

Gary Schmid
Gary Schmid, Manager of Finance/Comptroller

Scott/CDA/WorkOrder-Form

SCOPE OF SERVICES

Proposal to Perform a Hotel Feasibility Study

West Allis, Wisconsin

June 7, 2004



HVS International

445 West Erie, Suite 110, Chicago, Illinois 60610

Phone 312-587-9900 ♦ Fax 312-587-9908 ♦ www.hvsinternational.com



June 7, 2004

John F. Stibal
Economic Development Director
City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

Re: Hotel Feasibility Study

445 West Erie, Suite 110
Chicago, Illinois 60610
(312) 587-9900
(312) 587-9908 fax
www.hvsinternational.com

Dear Mr. Stibal:

Pursuant to your request, HVS Convention, Sports & Entertainment Facilities Consulting is pleased to present this revised proposal for our services pertaining to a proposed hotel development at to the Wisconsin State Fair Park in West Allis, Wisconsin. We understand the nearby Expo and Racetrack would provide some demand for the proposed hotel. Our assignment includes a forecast of potential utilization of these facilities and their ability to generate room night demand for the proposed hotel.

We are certain that we will be able to provide you with the precise mix of experience and skills you will need for this engagement. HVS International is nationally recognized as the leader in hospitality consulting and our Chicago office offers the highest-quality international experience in the development of convention and expo centers, arenas, and racetracks. Each of our principals has experience in state and local government and hold advanced degrees in public policy.

In your decision, we ask you to consider the experience and qualifications of our team that may distinguish us from the competition.

- With 20 offices and 18 divisions, HVS brings a wider range of resources available for analysis of this study than any of our competitors.
- As the global leader in hospitality consulting, HVS combines specialized expertise in hotel and convention center land uses.
- HVS is familiar with the motorsports industry, having performed feasibility studies for speedways in a variety of markets.
- HVS is familiar with the convention center and hotel market in Wisconsin, having performed hotel valuations of the Wyndham Garden Inn in Brookfield, the Hyatt Regency in downtown Milwaukee, as well as numerous hotel appraisals and valuations in the Milwaukee area. HVS

New York
San Francisco
Boulder
Denver
Miami
Dallas
Chicago
Washington, DC
Weston, CT
Phoenix
Mt. Lakes, NJ
Vancouver
Toronto
London
Madrid
New Delhi
Singapore

has also performed a trade expo center feasibility study in Ottawa, Ontario, and also racetrack studies in Kentucky and Pennsylvania.

- Finally, we guarantee the quality and timeliness of our work.

The attached proposal sets forth in further detail our team qualifications, describes the objectives and scope of the assignment, explains the methodology to be employed, provides an estimate of the time requirements, and the amount of professional fees for this assignment.

We hope to have the opportunity to serve you.

Very truly yours,

A handwritten signature in black ink that reads "Thomas Hazinski". The signature is written in a cursive, slightly slanted style.

Thomas Hazinski
Managing Director
HVS Convention, Sports & Entertainment
Facilities Consulting
A Division of HVS International

TH:kg

Enclosures

Proposal to Perform a Hotel Feasibility Study

Pursuant to your Request for Proposals ("RFP"), we are pleased to submit the following proposal of HVS Convention, Sports, & Entertainment Facilities Consulting (a division of HVS International) to perform a market feasibility study for a proposed hotel development near the Wisconsin State Fair Park in the City of West Allis, Wisconsin. In addition to describing the background and qualifications of our team members, this proposal explains the methodology and approach to the scope of services, and includes a proposed project schedule and our professional fees.

Firm Background

Since 1980, **HVS International** ("HVS"), the leading global hospitality consulting organization, has provided financial and valuation consulting services for over 8,000 hotels in all 50 states and more than 60 foreign countries. Our professional staff of more than 150 industry specialists offers a wide range of services, including market feasibility studies, valuations, strategic analyses, development planning, and litigation support. With 20 offices in 10 countries and more than 150 consultants worldwide, we offer one of the most comprehensive knowledge bases in the industry. Last year, HVS International completed more than 1,500 appraisals, feasibility studies, and consulting engagements. HVS International is respected worldwide by developers, underwriters, operators, and investors. We operate independently as consultants and have no ownership by any hotels or other venues.

HVS Convention, Sports & Entertainment Facilities Consulting is a division of HVS International, the leading global hospitality consulting organization, and is based in Chicago, Illinois. Our specialized staff has completed over 155 assignments throughout the world analyzing the feasibility of community involvement in convention centers, civic centers, stadiums, arenas, motorsports facilities, tourism attractions, and other development initiatives. Our clients include public facility authorities,

economic development agencies, educational institutions, planning departments, municipal finance departments, convention and tourism agencies, developers, non-profit organizations, and non-governmental entities involved in publicly supported development projects.

We have performed numerous tax revenue projections in support of publicly developed projects. Our studies appear in municipal bond offering statements and our staff has presented these studies to rating agencies, bond insurers and investors. While the majority of our clients are public entities, we also work with private developers and owners of conference centers, sports facilities, or entertainment developments.

Project Personnel

The following principals will be actively involved with this project. Their full resumes are attached in an appendix to this proposal.

Thomas Hazinski, Managing Director of HVS, has an advanced degree in public policy studies from the University of Chicago and 18 years of practical experience in the public sector and the consulting business. Tom is nationally recognized by rating agencies, bond insurers, and investors on Wall Street, as well as by clients throughout the country, for his expertise in public facility projects. Tom recently developed a business plan for proposed new event centers in Raleigh, North Carolina; Santa Fe, New Mexico; and Oakland, California. Tom will serve as project manager.

Elaine Sahlins, Director with HVS International, is based in San Francisco and serves as a principal manager, reviewer and office director of research. Elaine holds an undergraduate degree from Barnard College, Columbia University in New York City, and an MPS degree in Hotel Administration from Cornell University. After graduating from Cornell, she worked for VMS Realty in Chicago, analyzing hotel investments, and went on to join Security Pacific in San Francisco, which was subsequently acquired by Bank of America. As the primary casino, hotel, and golf course reviewer for the bank, she appraised or reviewed over 25 casino properties and hundreds of hotel and resort projects nationally. Elaine will be the prime hotel feasibility consultant.

Hans Dettelsen, Senior Manager with HVS, consults for public and private clients seeking to plan, develop, and operate convention and recreational

facilities. After receiving his Masters Degree in Public Policy from the University of Chicago, he worked for several years as a consultant at Economics Research Associates, a firm that specializes in market analyses and feasibility studies. Hans has completed assignments across the country, with a focus on convention, sports, music, retail and theater-oriented entertainment projects. He recently assessed the feasibility options for the redevelopment of the Sweeney Civic Center in Santa Fe, New Mexico.

Shawn O'Leary, Senior Associate with HVS, provides economic and financial modeling assistance on projects including hotel conference center studies, convention centers, casinos and theme parks and other entertainment venues. Prior to receiving his Masters Degree in Public Policy with honors from the University of Chicago, he worked three years as a business writer and general assignment reporter for the Bangor Daily News in Bangor, Maine. Shawn also has experience working for government and non-profits in Chicago and Maine. While in graduate school he specialized in public finance and developed an expertise in land use policy. Shawn will be responsible for assisting senior HVS staff with demand projections and developing the public financing strategies for the facility.

Relevant Experience

Market and feasibility studies require a combination of rigorous analysis and creative thinking. HVS brings the skills and experience necessary to develop a project concept and we successfully help clients to meet their development objectives. Detailed project profiles for all team members are included in the appendix to this proposal.

Hagerstown / Washington County, Maryland – The Hagerstown / Washington County CVB retained HVS to test the feasibility of developing an events center capable of hosting conventions, tradeshow, consumer shows, banquets, entertainment, and other events. HVS recommended the development of an events center with approximately 40,000 square feet of exhibit space, a 9,000 square foot ballroom, and approximately 12,000 square feet of breakout meeting space. HVS also estimated fiscal and economic impacts generated by delegate, exhibitor, and association spending. The preferred site is adjacent to an existing lodging property which could serve as a headquarters hotel for the proposed center. HVS presented its findings to the Event Center Task Force and the Maryland

State Delegation of legislators. The Task Force is currently considering recommendation to the City of Hagerstown.

Manchester, New Hampshire – HVS staff conducted a feasibility study for the City of Manchester on a proposed public/private arena. A combination of public funds and operating revenue funded the facility, home to the Manchester Monarchs, a new American Hockey League team. The advance leasing of 34 suites and 600 club seats provided contractually obligated revenue to support project financing. The arena also features occasional games of the University of New Hampshire's hockey team and a full slate of concerts and family shows.

Milwaukee, Wisconsin – Since 1995, HVS staff has provided various services to the Wisconsin Center District, the operator of the Midwest Express Airlines. We performed financial advisory services for the original construction project, market and feasibility studies as well as an economic impact analysis for a subsequent expansion of the Center, and provided projections of tax revenues that supported the Center's financing. The first two phases of development are operational. In November 2003, the District reopened the Milwaukee Auditorium, which was converted from a traditional multi-purpose auditorium to a 4,100 seat performing arts venue. HVS assisted the District in that effort by studying the performing arts market, recommending a building program plan, and providing a study that supported this issuance of debt for the project.

New Morgan, Pennsylvania – HVS staff conducted a feasibility study for a diversified high performance educational and recreational driving facility located near Philadelphia, Pennsylvania. The Formula Motorsports Park was planned to include the features of a country club and the capacity to serve as a world-class venue for professional auto racing events. HVS performed a feasibility analysis to determine whether the site and its surrounding region was capable of hosting a major motorsports facility. HVS also reviewed the existing management plan, performed a market analysis, and compared the proposed facility with successful peer markets. HVS determined the regional economic assessment as well as revenue and expenses estimates of both membership and professional racing activities at the proposed facility. The Formula Motorsports Park took deposits on

memberships and interest was strong; however, part of the investment group pulled out of the project and it has not been financed.

Ottawa, Ontario – The Economic Planning Group of Canada hired HVS to conduct a preliminary feasibility study, facility recommendation, and financial operating analysis of a proposed trade show and exhibition center on land adjacent to the Rideau Carleton Raceway and Slots facility in Ottawa, Canada. The ownership of this raceway development is seeking to establish a public/private partnership to develop an exhibition center for trade and consumer events. Other potential project elements include a hotel conference center, indoor performance theater, and an outlet retail mall. HVS assessed the market for a trade and exhibition facility in the Ottawa market and recommended a facility program and produced a preliminary assessment of demand and operating characteristics for the recommended facility.

Overland Park, Kansas – HVS staff provided the City of Overland Park with a full range of project assistance including: convention center and hotel feasibility analyses, hotel tax projections, financing plans, economic impact analysis, and assistance with the development process. Based on the feasibility work performed by HVS staff, a 412-room Sheraton hotel and convention center project was successfully financed in January 2002 and opened in November 2002. The hotel portion of this project was funded using tax exempt municipal bonds, which has become a common approach to public financing of convention center hotels.

South Shore, Kentucky – HVS staff conducted a feasibility study for a private real estate firm on a proposed motorsports speedway. HVS staff completed a comprehensive market analysis that demonstrated a strong market for motorsports events in the region. HVS staff performed peer and demand analyses, and provided an outline of necessary steps for the client to initiate the development process. HVS staff recommended a development strategy to establish relationships with key sanctioning bodies and assess potential threats to development, as well as a range of track length within which the facility would maximize its ability to attract premier motorsports events. HVS staff also supplied a comprehensive overview of the motorsports industry that focuses on its remarkable growth and emergence as a national (rather than regional) force. However, the

development of an separate oval speedway in Northern Kentucky in the greater Cincinnati area effectively precluded the potential for this facility to attract major events, and the site's owners turned their attention to other development options.

Valley View, Pennsylvania – HVS staff conducted a feasibility analysis for a road course facility designed to serve both member recreational drivers and as a first-class venue for professional auto racing events. Located just north of Harrisburg, Pennsylvania, the 1,268-acre motorsports park also includes a Motocross and ATV park, a Rallysports course and a areas for growth into other types of motorsports. The project included a feasibility analysis to determine if the proposed site and its surrounding environment was capable of supporting a major motorsports facility. HVS staff reviewed the existing management plan, as well as completed a market analysis and a comparison with other successful peer markets. HVS staff further performed a regional economic assessment and built a development process outline to highlight potential threats, such as other motorsports proposals within the region. HVS staff also provided revenue and expenses estimates of both membership and professional racing activities at the proposed facility. The North Course road racing facility portion of the Park is scheduled to open in 2003.

Recent HVS Hotel Feasibility Studies and Appraisals – Wisconsin

- American Club, Kohler
- AmeriHost Inn, Mosinee
- Comfort Inn, Green Bay
- Comfort Inn, Manitowoc
- Comfort Inn, Onalaska
- Comfort Suites, Pewaukee
- Country Inn & Suites, Brookfield
- Courtyard by Marriott, Milwaukee
- Crowne Plaza, Madison
- EconoLodge, Beloit
- Fairfield Inn, Oshkosh
- Fairfield Inn, Madison

- **Fairfield Inn, Milwaukee**
- **Fairfield Inn, Bismark (South)**
- **Fairfield Inn, Racine**
- **Fairfield Inn, Appleton**
- **Fairfield Inn, Auburn Hills**
- **Fairfield Inn, Warren**
- **Fairfield Inn, Hudson**
- **Fairfield Inn, Stevens Point**
- **Four Points by Sheraton Airport, Milwaukee**
- **Heartland Inn, Eau Claire**
- **Hilton Garden Inn, Green Bay**
- **Hilton Hotel, Oshkosh**
- **Holiday Inn, Green Bay**
- **Holiday Inn, Neenah**
- **Holiday Inn, Eau Claire**
- **Holiday Inn Select, Madison**
- **Holiday Inn-Airport, Milwaukee**
- **Holiday Inn, Wauwatosa**
- **Hotel Mead, Wisconsin Rapids**
- **Hyatt Regency, Milwaukee**
- **Marriott Hotel, Milwaukee**
- **Milwaukee Freeport Inn, Milwaukee**
- **Mt. Telemark Resort, Hayward**
- **Olympia Resort, Oconomowoc**
- **Prop. Hilton Garden Inn, Kimberly**
- **Proposed Country Inn & Suites, Brookfield**
- **Proposed Residence Inn, Milwaukee**
- **Radisson Inn, Farmington Hills**
- **Radisson Paper Valley Hotel, Appleton**
- **Radisson Inn, Madison**
- **Ramada Inn, Janesville**

- Renovated Hotel Wisconsin, Milwaukee
- Residence Inn, Milwaukee
- Residence Inn, Madison
- Residence Inn, Appleton
- Super 8, Racine
- Sybaris, Mequon
- The Machine Shed, Pewaukee
- The Machine Shed, Appleton
- The Mead Inn, Wisconsin Rapids
- Thunder Bay Grille, Pewaukee
- Wyndham, Milwaukee
- Wyndham Garden, Brookfield

Over the past five years, HVS staff have also performed market and feasibility studies for new arenas, new and expanded convention and conference centers, and multi-purpose centers around the world. A complete listing of our projects is attached to this proposal in the Appendix.

References

The following individuals were involved with HVS projects described earlier in this proposal. HVS has an excellent track record for completing our assignments within budget and on time. We invite you to contact any of these individuals as references regarding the quality of our work.

Midwest Airlines Center

Mr. Charles Pesano
Chief Financial Officer
Wisconsin Center District
400 West Wisconsin Ave.
Milwaukee, WI 53203
Phone: (414) 908-6055
Fax: (414) 908-6010
Email: cpesano@wcd.org

Overland Park Convention Center

Ms. Kristy Cannon-Stallings
Director of Finance, Budget and Admin.
City of Overland Park
City Hall
8500 Santa Fe Drive
Overland Park, KS 66212-2899
Phone: (913) 895-6152
Fax: (913) 895-5009
Email: kcstalli@opkansas.org

Proposed Convention Center and Headquarters Hotel

Mr. Jim Rees
Division Manager
Office of Economic Development
City of Colorado Springs
30 South Nevada Avenue, Suite 503
Colorado Springs, CO 80903
Phone: (719) 385-5556
Fax: (719) 385-5559
Email: jrees@ci.colospgs.co.us

Understanding of the
Assignment

The objective of this assignment is to perform a market study and feasibility analysis for the purpose of evaluating the demand for, and financial feasibility of, a proposed hotel at the Wisconsin State Fair Park in West Allis, Wisconsin.

The community of West Allis, is seeking consultants with expertise in comprehensive hotel and expo center feasibility studies to conduct an objective analysis of the subject market to evaluate the merits of a proposed new hotel development. The results of this study should cover potential site recommendations, general development cost estimates, and a range of facility program and operating recommendations based on the potential market and financial feasibility of building a fairgrounds-associated hotel in West Allis. The assignment also involves looking at the community as a whole, and determining its need for a hotel to augment the supply of existing facilities.

HVS proposes to analyze all potential demand for a hotel on the site estimating the demand potential of the expo center and the raceway as well as other meeting and group room nights that could be induced. HVS has assembled a team that has specific expertise in each facility type. HVS would then incorporate our findings into a single combined report with combined pro forma.

Our approach to the scope of services is organized in three sub-sections: 1) Hotel Feasibility, 2) Expo Center Demand Analysis, and 3) Racetrack Demand Analysis. Common to all areas of study are our data gathering efforts and report submittals.

Data Gathering and
Fieldwork

HVS will meet with you and/or your representatives to discuss our study in more detail and to formulate a schedule for performing the fieldwork. At this time, we will gather any information from you that may assist us in performing this assignment. Any introductions to local hotel operators, governmental officials and business leaders would increase the effectiveness of our research and expedite the fieldwork process. HVS will also perform the following tasks:

1. On-site inspection of the proposed site;
2. Review the physical orientation of the proposed project with respect to site access and the supportive nature of surrounding land uses as they relate to the proposed facilities;
3. Meet with client representatives to discuss the project goals and determine the role that the public sector intends the facility to play in the market;
4. Conduct interviews with business and government officials in order to collect relevant statistical market data which will be used in locating and quantifying demand for the proposed facility. Primary types of data include quality of supply, seasonality, weekly demand fluctuations, vulnerability to economic trends and changes in travel patterns and other related factors;
5. Seek out information sources that will be useful in the estimation of the demand for food, beverage, banquet, and event facilities;

6. Investigate the types of events currently occurring in the market area in existing venues and any plans for expansions, upgrades, or new facilities;
7. Interview local Chamber of Commerce representatives, economic development agencies and other related organizations.
8. Identify statistical data relating to general economic and demographic trends that reflects trends in growth stability or decline of future demand for the subject property; and
9. Research expense factors relating to local conditions such as labor, energy rates, assessed values and taxes. In most instances, HVS will attempt to utilize actual expense experience from comparable properties in the feasibility portion of our study.

PHASE I:
HOTEL FEASIBILITY
ANALYSIS

HVS will perform a market study and feasibility analysis for the purpose of evaluating the market demand, analyzing the economics, developing the parameters for an optimal lodging facility, projecting income and expense and evaluating the feasibility of the proposed hotel site. We have recently performed hotel feasibility analyses in the Milwaukee area, and our familiarity with the marketplace will be valuable in our research for this project.

Phase I-A:
Hotel Supply and
Demand Analysis

Based on the data and information gathered during the fieldwork phase, along with our extensive library of actual hotel operating statements, financial statistics, area hotel trends and investor requirements, we will first perform a supply and demand market analysis for the subject property to determine its market orientation and competitive position with respect to other lodging facilities. The supply and demand analysis typically encompasses the following eight steps:

1. Using the occupancy levels and market segmentations of the competitive properties, the number of room nights actually accommodated in each segment is calculated by multiplying each property's room count by its occupancy, market segmentation and 365 days. This yields the accommodated room night demand. The annual number of room nights occupied per room in each segment is also

calculated (room nights occupied per year divided by the room count), and the resulting figure serves as a competitive index.

2. Latent demand (which consists of unaccommodated and induced demand) is estimated for each market segment.
3. Growth rates are projected for each of the market segments.
4. The total usable room night demand (which consists of usable latent demand and accommodated demand) is projected.
5. The area's guestroom supply and total room nights available are quantified for each projection year.
6. The overall competitive occupancy is calculated for each projection year.
7. Using competitive indexes, the relative competitiveness of each of the area hotels is evaluated.
8. The subject properties' market share, number of room nights captured, and occupancy levels are quantified based on its perceived competitiveness relative to the other lodging facilities in the market.
9. Our supply and demand analysis will then be expanded into a forecast of the subject's performance based upon potential market penetration by demand segment, resulting in a forecast of occupancy up through a stabilized level of operation. Average rate will then be forecast based upon segmented rates, cross-checked with comparative competitive average rates, resulting in a quantification of the subject's overall rooms revenue. A similar procedure will be used to project food, beverage, and other revenues.

Based on this information, we will determine whether there is sufficient market demand to support the proposed hotel facility and, if requested, we will develop a recommendation as to the chain affiliation, optimum number of guestrooms, size and type of restaurants, and other necessary amenities and facilities.

Phase I-B:
Hotel Financial
Projections and
Feasibility Analysis

Using actual income and expense statements from comparable lodging facilities, we will develop expense estimates corresponding to the level of activity and quality of operations indicated by the projected occupancy and average rate and other departmental revenues.

A ten-year forecast of income and expenses (net income available for debt service) representing future expectations of income potential will be made for a series of build-up years and a stabilized year. Our projected income statements conform with the Uniform System of Accounts for Hotels and include a detailed line-by-line account of all revenue and expense sources. This analysis will utilize HVS Software, a sophisticated computerized financial analysis package, developed by Stephen Rushmore and Suzanne Mellen. The logic behind the projection of income and expense is based on the premise that hotel revenue and expenses have one component that is fixed and another that varies directly with occupancy and facility usage. The software takes a known level of revenue or expense and calculates the fixed and variable component. The fixed component is then held constant while the variable component is adjusted for the percent change between the projected occupancy and facility usage that produced the known level of revenue or expense. Our projected income statements conform with the Uniform System of Accounts for Hotels and include a detailed line-by-line account of all revenue sources and expenses.

Following the recommended procedures and industry standards set forth in the textbook Hotels and Motels: A Guide to Market Analysis, Investment Analysis, and Valuations that we authored for The Appraisal Institute, a feasibility analysis will be performed to determine whether the proposed hotel has economic justification. Factors that we will consider in this analysis include: cost of debt and equity financing, return on investment criteria, preliminary development costs and economic value upon opening.

PHASE II:
EXPO CENTER DEMAND
ANALYSIS

HVS would conduct a market demand analysis that will culminate in a projection of event demand for the Wisconsin Exposition Center at the Wisconsin State Fair Park. The expo center demand analysis will provide a basis for determining the demand from this source for the proposed hotel assuming that the hotel provides a compliment of meeting space that could be used for events that also use the Expo Hall.

Phase II-A:
Market Overview

HVS will assess key market variables and economic data, culminating in an analysis of the following:

- Local area conditions
- Demographic and economic characteristics

- Work force characteristics
- Projected economic growth
- Business climate
- Corporate presence,
- Colleges and universities,
- Arts, culture, and entertainment
- Hotel supply (including number of rooms by type and meeting space)
- Leisure and tourism
- Proposed development initiatives
- Transportation/air access and costs

Phase II-B:
Competitive Facility
Analysis

HVS will analyze the number, size and quality of potentially competitive expo facilities in the market area. Facility attributes to be compared include:

- Size, flexibility and overall quality,
- Number of supporting hotel rooms,
- If available, levels of event demand by event type,
- Marketing resources, and
- If available, the revenue and expenses of competitive facilities.

Phase II-C:
Comparable Facility
Analysis

HVS will compile and analyze data on expo facilities that may not be competitive but are comparable to the subject property. Data on the physical characteristics, event demand and financial operations of the comparable facilities may provide models for the expo center. The comparable facilities will be selected in consultation with client representatives using the following criteria:

1. Properties that are similar in size and quality of the subject property, and
2. Expo centers that are situated in markets of similar size and destination appeal characteristics.

Analysis of the data on comparable facilities will require HVS to view each facility in the context of the local market and note the similarities and differences between these centers and the subject property.

Phase II-D:
Industry Trends Analysis

Trends in the events industry that may affect the potential demand for facilities in different types of markets. The association of our Division with

20 other hospitality consulting offices worldwide that comprise HVS International provides us with a unique perspective on the latest industry changes. This trends analysis will include information on both national, regional, and state markets and cover relevant indices and topics including:

- Historical growth in the supply of, and demand for, event space,
- Planned additions to the supply of event facilities,
- Projected growth in the demand for event facilities, and
- National, regional and state market trends.

Phase II-E:
Key Informant Interviews

HVS will interview key informants in person or over the phone to better assess the level of interest in using the expo facilities. The first interview group includes local hotels, hospitality businesses, and associations. HVS will conduct interviews with Convention and Visitors Bureau representatives, business leaders, government officials, and representatives of local development agencies to identify the requirements of, and expectations for, the expo center. We will also interview managers of area hotels that currently attract meeting and group demand to obtain their views on the ability of the local market to attract events.

A second interview group consists of potential expo center users such as tradeshow planners, event promoters, and show producers. The information obtained in these interviews will enable HVS to gauge the level of planner and promoter interest in the market area and the expo center.

The interviews cover a variety of issues that aid HVS in measuring the demand potential for the proposed facility's events:

Event Characteristics

- | | |
|------------------------------|-------------------------------------|
| ▪ Type of event | ▪ Attendance and room nights |
| ▪ Geographic scope | ▪ Anticipated changes in event size |
| ▪ Types of spaces required | ▪ Past event locations |
| ▪ Types of services required | |

Interest / Impressions of the Market

- Overall level of interest in utilizing the facility
- Relative attractiveness of peer and competing markets

Market attractiveness in respect to key site selection criteria**Phase II-F:
Demand Projections**

Based on information generated in the previous steps, HVS will quantify the event demand for the expo facility. Demand projections will include the number of events, number of event days, number of attendees, and the amount of space utilized for the first 10 years of operation for the following types of events:

- Conferences
- Banquets
- Meetings
- Civic, Entertainment, and Other Events

We will determine the potential market (target audience) for potential events that West Allis could host. HVS will also consider events the community hopes to retain and attract, such as musical performances, high school sports championships, etc.

**PHASE III:
RACETRACK DEMAND
SOURCES**

Based on and analysis historical events and attendance at the Milwaukee mile, HVS will project the level of potential room night demand associated with the race track. The sources of demand will include, drivers and crews, sanctioning body officials, support contractors, and fans.

**WRITTEN REPORT:
MARKET STUDY AND
FEASIBILITY ANALYSIS**

The Market Study and Feasibility Analysis Report will combine the results of the three components of the study (Hotel, Expo Center, and Racetrack) and will contain complete documentation of our fieldwork, analysis, recommendations and conclusions.

Upon completion of all project tasks, our team will proceed with the preparation of a draft combined Hotel Feasibility, Expo Center and Racetrack Demand Analysis Report. It is our normal policy to provide a draft copy of our final report for your review. Upon your approval of this draft, we will commence printing the final report, which will be delivered to you when our invoice for services has been paid in full. This fee covers all report preparation costs, such as graphics, photographs, typing,

proofreading, printing and binding, and includes an electronic copy and three printed copies of the final report which will be delivered to you.

A combined report would include the following sections:

- Description of the site and analysis of its physical attributes such as size, topography, access and visibility.
- Recommended physical improvements and amenities from the point of view of layout, work flow and functionality.
- An economic and demographic review of the property's market area and immediate neighborhood. Important demand generators will be identified and economic trends evaluated for the purpose of developing a projection of their immediate and long-term impact on local hotel, expo center, and racetrack demand.
- The overall market for transient accommodations will be divided into individual market segments. These segments form the basis for quantifying existing room night demand and projecting future changes.
- The competitive environment will be examined. Those properties comprising the Project's competition will be evaluated and their relative competitiveness quantified. The report will specifically set forth an estimate of each competitor's occupancy, average rate, RevPar, market segmentation and relative competitiveness by individual market segment.
- A comprehensive assessment of the potential demand for the Expo event center given the addition of hotel rooms in the market.
- The projection of occupancy and average rate for the hotel will be set forth through a highly detailed room night analysis. All assumptions and parameters utilized in this procedure will be explained and supported by market data.
- The ten-year projection of income and expense for the hotel will contain a thorough description of each line item in financial statements supported by actual data from comparable

properties. Separate financial statements will be provided for the hotel, expo center, and the racetrack. The cost to construct the proposed hotel will be provided by you and cross-checked via a cost estimating service to which we subscribe, or will be provided by an alternative source. Other development costs, such as pre-opening expenses, etc., will be projected by HVS in order to derive an estimate of complete development cost.

- The current market for hotel and motel transfers, mortgage rates, and hostelry equity investment requirements will be researched. Using these market indicators as a base, and adjusting for potential investment benefits and risks displayed by the subject property, we will formulate appropriate capitalization and discount rates.
- Following the recommended procedures set forth in the textbook, *Hotels and Motels—Valuations and Market Studies*,¹ which we authored for the Appraisal Institute, an estimate of market value will be developed by the income capitalization approach. A mortgage-equity, ten-year discounted cash flow analysis will be utilized to convert our ten-year forecast into an estimate of value.
- The feasibility conclusion will be documented from several points of view including return on investment, cost versus value and market acceptance. Components of the feasibility analysis such as cost of capital, relative risk, holding period and leverage will be discussed and supported by market data.

Additional Services

Members of the HVS team will be available to meet with members of the development group, investment bankers, rating agencies, credit analysts, potential investors, and any other appropriate parties, for the purposes of presenting the results of our study. HVS will also be available to update our

¹Stephen Rushmore and Erich Baum. *Hotels and Motels—Valuations and Market Studies*. Chicago: Appraisal Institute, 2001.

study at the time of permanent financing. These services are not included in our proposed fees.

Public Offerings

HVS International has significant experience preparing feasibility studies and reports for public offerings. The high-quality reports produced by HVS are readily accepted by all, and preferred by many, rating and financial agencies. HVS will allow this report to be utilized in syndications and public offerings provided that its contents and conclusions are not communicated in a misleading manner. In addition, at the client's request HVS will re-address this report to other interested parties. If the report has not been produced in its final format, there is no additional charge for this service.

Personalized Support

It is our operating practice to regularly communicate with our clients to update them on our status and findings. We pledge to be available via telephone throughout the duration of the project to discuss with you any issues or ideas that may arise. Upon submission of our study, members of HVS will be available to meet with you and/or any third party to review our analysis and conclusions. This personalized support enhances the credibility of our findings and assists you in achieving your objectives.

Timing and Project Deliverables

Assuming that we are authorized to proceed on this engagement by June 10, 2004, we will deliver a draft report by July 16. Subsequent to your review of that report, we will deliver a final report within two weeks of receiving your comments.

Every project is unique and the early findings of the study most often influence the direction of the remaining analysis. We are flexible in our approach to the scope of services. In our initial meeting we will discuss the goals of the study and determine what information is available to the project team. Based on that discussion we will make any necessary changes to the scope of services.

Requested Information - To aid us in performing this assignment, we request that you provide us with the following information (where applicable):

1. Project overview of proposed subject property in West Allis;
2. Any pertinent leases, latest real and personal property tax bills, etc.;

3. Architectural and plot plans, renderings, and legal descriptions;
4. Operating budgets, projections, marketing plans, etc.; and
5. Past appraisals, market and feasibility studies, and prospectuses.

Satisfaction – We are confident that you will find our reports to be comprehensive and complete. Upon submission of our first draft, we will incorporate any suggestions you may have that would enhance the effectiveness of our presentation. Once we have received your final approval, we will print and deliver to you our final report.

Professional Fees

Our professional fees for this project are \$22,500

Professional Fee Breakdown

Phase I – Hotel Feasibility Analysis	\$14,000
Phase II – Expo Center Demand Analysis	6,000
Phase III – Raceway Demand Analysis	<u>2,500</u>
Total Fees	<u>\$ 22,500</u>

The above fee structure includes initial fieldwork meetings and a final meeting to present the project findings. We will charge a per diem of \$2,500 per day for the managing director and \$2,000 per day for additional staff, plus travel expenses, for any additional meetings.

Our hourly professional fees are as follows:

HVS Hourly Rates

Position	Hourly Rate
Managing Director	\$250
Senior Vice President	\$200
Senior Manager	\$175
Senior Associate	\$150
Staff	\$90

In addition to our professional fees, you agree to reimburse us for the order to Smith Travel Research Data necessary for the assignment which will be billed at \$300. All other reasonable out-of-pocket travel, report production, and related expenses incurred on your behalf are included.

Payment must be made in U.S. dollars, using either a check drawn on a U.S. bank or a wire transfer of funds to the account of HVS International.

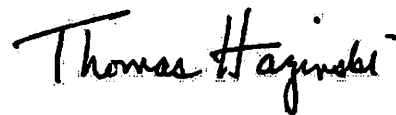
In the event that after completing the fieldwork phase of this assignment it becomes necessary to alter the parameters of the study, such as the property description, opening date, location, or any other factor which could change the final conclusions, the HVS will be entitled to charge an additional fee based on our current per diem rates and the time required to incorporate the necessary changes into our analysis and report. In addition, the estimate of timing will be extended by an amount equal to the added work.

It is agreed that the liability of HVS, its employees, and anyone else associated with this assignment is limited to the amount of the fee paid as liquidated damages. You acknowledge that any opinions, recommendations, and conclusions expressed during this assignment will be rendered by the staff of HVS acting solely as employees and not as individuals. Any responsibility of HVS is limited to the client, and use of our product by third parties shall be solely at the risk of the client and/or third parties.

The study described in this proposal will be made subject to certain assumptions and limiting conditions. A copy of our standard assumptions and limiting conditions will be provided upon request.

We appreciate the opportunity of submitting this proposal and look forward to working with you on this assignment.

Very truly yours,
HVS International



Thomas Hazinski
Managing Director
HVS Convention, Sports &
Entertainment Facilities Consulting Division

AGREED TO AND ACCEPTED:

City of West Allis

By: (signature) _____

John Stibal

Its: Director of Development



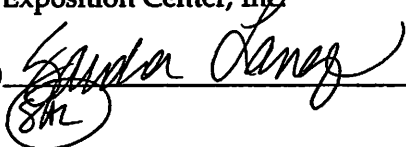
State Fair Park Exposition Center, Inc

By: (signature) _____

Sandra Lange

Its: President

TH:kg



**CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
WORK ORDER CHANGE**

TO: **HVS International**

DATE: **October 20, 2004**

PROJECT: **West Allis Hotel Feasibility Study**

SUBJECT: **Contract Amendment # 1**

In accordance with Resolution No. R-2004-0204 and the Agreement for Professional Services dated as of June 16, 2004 (the "Agreement"), you are directed to proceed with work on the Project as outlined below:

Work: See attached Scope of Services dated October 7, 2004: Phase I only.

Cost not to exceed: \$ 2,500

Schedule: Work to commence immediately. To be completed as part of the Basic Services under the Agreement.

This Work Order, including any attachments, is incorporated into the Agreement. All work defined in this Work Order and payment therefore shall be performed in accordance with the terms and conditions of the Agreement, unless otherwise modified herein. Any modification(s) of this Work Order is subject to approval and acceptance pursuant to the Agreement.

Issued:

DEPARTMENT OF DEVELOPMENT

By: John F. Stelzel

Title: Director

Date: 10-21-04

Received and Approved:

CONSULANT

By: Thomas Hajmiski

Title: Managing Director

Date: 10-21-04

ATTACHMENTS:

Scope of Services dated 10.7.04

COMPTROLLER'S CERTIFICATE

Countersigned this 21 day of OCT, 2004
and I certify that the necessary funds have been
provided to pay the liability that may be
incurred by the City of West Allis under this
Contract.

Gary Schmid
Gary Schmid, Manager of Finance/Comptroller



OCT 8 2004

RECEIVED

October 7, 2004

John F. Stibal
Economic Development Director
City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

445 West Erie, Suite 110
Chicago, Illinois 60610
(312) 587-9900
(312) 587-9908 fax
www.hvsinternational.com

Re: Hotel Development Assistance

Dear Mr. Stibal:

Pursuant to your request, HVS Convention, Sports & Entertainment Facilities Consulting is pleased to present this proposal for our services pertaining to the solicitation of development proposals for a hotel at the Wisconsin State Fair Park in West Allis, Wisconsin. The purposes of this project are to assist the City of West Allis (the "City") and the Wisconsin State Fair Park in: 1) the issuance of and request for proposals ("RFP"); 2) evaluation of responses and 3) potential negotiation of any necessary development agreements.

HVS would identify a list of qualified hotel companies that would be asked to submit development proposals. The RFP would be advertised through the HVS website and mailed to a comprehensive list of potential hotel developers. With client assistance, HVS will identify other hotel developers that may have an interest in the project. HVS recommends allowing approximately six weeks for responses to the RFP.

The RFP would use the information generated from the prior HVS market and feasibility research to define the project and the submittal requirements. HVS staff would then evaluate the proposals and meet with City representatives to (a) discuss our evaluation of the RFP responses and (b) interview finalist development teams. Throughout the process, HVS will provide the necessary written documentation to explain our findings and recommendations.

After an initial review of each proposal, HVS will formulate a list of questions for each development team, which may seek clarification and/or additional information. These questions will form the agenda for a meeting

New York
San Francisco
Boulder
Denver
Miami
Dallas
Chicago
Washington, DC
Weston, CT
Phoenix
Mt. Lakes, NJ
Vancouver
Toronto
London
Madrid
New Delhi
Singapore
Hong Kong
Sydney
São Paulo

Based on our review of the proposals, our discussions with each team and on the feasibility study, HVS will draft a memorandum that summarizes our evaluation of the proposals. The memorandum will provide clearly articulated comparisons under each selection criteria, analyze the strengths and weaknesses of each proposal, and culminate in a recommendation for a proposal selection. In the event that none of the proposals adequately address the selection criteria, HVS will be available to assist the City in soliciting revised proposals from each development team or in issuing a new request for proposals, which would solicit the participation of additional development teams.

We will deliver the preliminary analysis of the proposals and the discussion questions in advance of the meeting to help prepare members of the selection team for the interviews. Throughout the process we intend to work closely with representatives of the City to assure that our analysis is consistent with your goals and policy objectives.

HVS has recently evaluated hotel development proposals in Baltimore, Maryland; Omaha, Nebraska; Overland Park, Kansas; Naperville, Illinois; and San Antonio, Texas; among other cities. During each engagement, we worked closely with client representatives to develop criteria for evaluation. Based on this experience we recommend the following criteria for analyzing the proposals:

- Demonstrated background and experience of the development team in designing, implementing and operating a similar project.
- Evidence that the team has the necessary financial resources to bring the project to fruition within a timetable acceptable to all parties involved.
- Scope of the project in terms of facilities, design, chain affiliation, cost effectiveness and general appropriateness.
- Financial feasibility of the project, reasonableness of the pro forma and the projections of occupancy and average rate.
- Development organization and approach.
- Responsiveness to inquiries and needs of the City.
- Satisfy the marketing needs of the expo center.
- Ability to support the City in obtaining financing for the project.
- Other criteria specific to the economic and policy concerns of the City and the State Fair Park.

The destination study performed by HVS will serve as a benchmark for analysis of the feasibility of each proposal.

Once the City has selected a development team, negotiations of various agreements will be necessary. HVS can help the City identify those agreements, establish a priority of negotiations, help identify the parties to each negotiation, and create a master schedule for completion of the agreements. HVS will assist the City in negotiations with the members of the development team, including the proposed developers, architects, construction managers, and operators.

We generally recommend that the negotiations begin with a discussion of the business terms and that agreement on those terms be achieved before the commencement of document drafting. The agreement on business terms may be formalized in non-binding letters or memoranda of understanding.

Several categories of agreements are likely to be needed and negotiated, including development, operating, and financing agreements. Certain City authorizations and approvals, other than the standard plan approvals normally associated with any development, are also likely to be required.

HVS will provide the necessary financial analysis required during the negotiation of the agreements. This analysis could include calculation of management fees, comparisons of fees to other deals, analysis of central service fees, and necessary revisions to the hotel pro forma so that it reflects the negotiated terms of the deal. HVS will perform other analytical tasks as may become necessary.

We propose to charge for our services on an hourly basis and our fees would not exceed \$12,000 for the services listed below.

Professional Fee Breakdown

Phase I – Draft and Issuance of RFP	\$2,500
Phase II – Evaluation of Responses	7,000
Phase III – Draft Term Sheet	<u>2,500</u>
Total Fees	<u>\$ 12,000</u>

The above fee structure assumes that HVS would evaluate not more than four proposals and that we would make one trip to Milwaukee to present our evaluation of the proposals and to interview a short list of development teams. Drafting of a term sheet and assistance in negotiation of agreements would only be necessary if the City receives a feasible proposal from at least one developer. Assistance in negotiations with the developer would be charged as additional fees and require further authorization from the City. We would charge a per diem of \$2,000 per day for the managing director and \$1,800 per day for additional staff, plus travel expenses, for any additional meetings.

Our hourly professional fees are as follows:

HVS Hourly Rates	
Position	Hourly Rate
Managing Director	\$250
Senior Vice President	\$200
Senior Manager	\$175
Senior Associate	\$150
Staff	\$90

In addition to our professional fees, you agree to reimburse us for the Smith Travel Research Data order necessary for the assignment, which will be billed at \$300. All reasonable out-of-pocket travel, report production, and related expenses incurred on your behalf are included in the fee amount.

Payment must be made in U.S. dollars, using either a check drawn on a U.S. bank or a wire transfer of funds to the account of HVS International.

In the event that after completing the fieldwork phase of this assignment it becomes necessary to alter the parameters of the study, such as the property description, opening date, location, or any other factor which could change the final conclusions, HVS will be entitled to charge an additional fee based on our current per diem rates and the time required to incorporate the necessary changes into our analysis and report. In addition, the estimate of timing will be extended by an amount equal to the added work.



City of West Allis

Resolution

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number: R-2004-0204

Final Action:
JUN 15 2004

Resolution relative to accepting the proposal of HVS International for providing a Hotel Feasibility Study for a total sum of \$25,000.00.

WHEREAS, The Purchasing/Central Services Division has reported that it duly advertised a request for proposal for a Hotel Feasibility Study for the Department of Development of the City of West Allis in conjunction with the Wisconsin State Fair Park Exposition Center, that the proposals received as shown on the attached bid report were reasonable; and,

WHEREAS, both parties agree to jointly fund the study with each party funding 50% of the project cost; and,

WHEREAS, The Common Council deems it to be in the best interests of the City of West Allis that the proposal of HVS International be accepted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal dated March 19, 2004 submitted by HVS International for furnishing a hotel feasibility study in the area of the Wisconsin State Fair Park grounds for \$25,000.00 be and is hereby accepted.

BE IT FURTHER RESOLVED that, subject to approval of the matching funds by the Wisconsin State Fair Park Exposition Center, Inc., sum not to exceed \$12,500.00 be and is hereby appropriated from Community Development Block Grant Funds to pay the liability that will be incurred by the City for the aforementioned feasibility study.

PCSD851

ADOPTED

June 15 2004

Paul M. Ziehler

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

June 8, 2004

Jeannette Bell

Jeannette Bell, Mayor