

AGENDA
FINANCE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Monday, May 16, 2011
5:30 P.M.

Chairman: David F. Bogdala

Vice Chair: Daniel L. Prozanski, Jr.
Alderman: Katherine Marks
Alderman: Eric J. Haugaard

Alderman: Tod Ohnstad
Alderman: Theodore Ruffalo

Call to Order
Roll Call

Approval of the minutes of the regular meeting held May 2, 2011.

1. Proposed Resolution To Levy Special Assessments Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
 - a. Boarding and Securing - \$1,084.36
 - b. Property Maintenance Reinspection Fees - \$1,840.00
 - c. Miscellaneous Assessment - \$600.00 [Go to Backup](#)
2. Proposed Resolution By the Mayor - Approving Ready for Reuse Program Application and Preparations for Issuance of Note Anticipation Notes to Finance Project. [Go to Backup](#)
3. Approval of Agreement for Professional Services Emergency Medical Service User Fee Billing Services By and Between the City of Kenosha, Wisconsin (A Municipal Corporation) and EMS Medical Billing Associates, LLC (A Wisconsin Limited Liability Company). (PSW-Ayes 5:Noes 0) *(Deferred from 4/18/11)*
[Go to Backup](#)
4. License Agreement by and between the City of Kenosha, Wisconsin and KABA Building, LLC (55th Street and 6th Avenue) (District #2). *(Deferred from 5/2/11)* [Go to Backup](#)
5. Contract for Professional Services between the City of Kenosha and the Government Finance Officers Association for ERP Selection. [Go to Backup](#)
6. Disbursement Record #8 – \$5,733,328.78. [Go to Backup](#)
7. Approve Stipulation Regarding Brat Stop, Inc (Kenosha, Wisconsin), Delinquent Personal Property Tax Account No. 20-71631-000. *(Deferred from 5/2/11)* [Go to Backup](#)
8. Claim of January 10, 2011 House Explosion **CLOSED SESSION: The Common Council may go into Closed Session regarding this item, pursuant to §19.85(1)(g) Wisconsin Statutes.**
[Go to Backup](#)
9. Application of Kindred Kitties Ltd. For Animal Special Revenue Fund Grant. [Go to Backup](#)

CITIZENS COMMENTS/ALDERMEN COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE, PLEASE CALL 653-4020 BEFORE THIS MEETING

[website: www.kenosha.org](http://www.kenosha.org)

**Finance Committee
Minutes of Meeting Held Monday, May 2, 2011***

A meeting of the Finance Committee held on Monday, May 2, 2011 in Room 204 at the Kenosha Municipal Building was called to order at 5:33 pm by Chairman Bogdala.

At roll call, the following members were present: Alderpersons Prozanski; Haugaard, Ohnstad, and Ruffalo. Alderperson Marks was previously excused. Staff present were: Keith Bosman, Mayor; Frank Pacetti, City Administrator; Carol Stancato, Director of Finance; Jon Mulligan, Assistant City Attorney; Jeff Labahn, Director of City Development; Kevin Risch, Assistant City Engineer; Zohrab Khaligian, Community Development Specialist; and Paula Blise, Zoning Coordinator.

It was moved by Alderperson Ohnstad, seconded by Alderman Ruffalo, to approve the minutes of the regular meeting held April 18, 2011. Motion carried unanimously.

It was moved and seconded to take Items #9 and #10 prior to Item #1. Motion carried unanimously. See Items for action taken.

1. Proposed Resolution to Specially Assess Certain Parcels of Property for Building and Zoning Reinspection Fees in the Amount of \$13,674.00. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**
2. Proposed Resolution By Alderpersons David F. Bogdala, Anthony Nudo, Lawrence Green and Theodore Ruffalo To Amend the City of Kenosha Capital Improvement Program for 2010 by Decreasing Line RA95-001, "General Acquisition" in the Amount of \$113,938.42 and Transferring Such Authorization to the Kenosha Common Council and Decreasing Lines RA95-001 for 2011 Through 2015 in the Amounts of \$225,000.00 for Each Year for a Net Reduction of \$1,125,000.00 and to Request Return of Funds from the Redevelopment Authority. (Deferred from the meeting of April 18, 2011) PUBLIC HEARING: Bob Johnson of the Redevelopment Authority; Charles Labanowsky, 6014-44th Avenue; Jeff Cassity, 4921-20th Avenue; Tim Mahone, 3021-40th Street; and Mayor Bosman spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson Haugaard, to defer. Motion failed (ayes:2; noes:3) with Alderpersons Bogdala, Prozanski and Ruffalo voting nay. Chairman Bogdala passed the gavel and made a motion to amend page two by striking "WHEREAS, the City of Kenosha no longer wishes to fund the activities of the Redevelopment Authority except to pay incidental costs for property currently owned by the Redevelopment Authority". Alderperson Ruffalo seconded the motion. It was moved by Alderperson Ruffalo, seconded by Alderperson Prozanski, to approve as amended. Motion carried (ayes:3; noes:2) with Alderpersons Haugaard and Ohnstad voting nay.**
3. Proposed Ordinance by Alderperson David F. Bogdala - To Create a Special Leadership Committee that will Establish Wards and Aldermanic Districts with Regard to the Redistricting Process of 2011. PUBLIC HEARING: No one spoke. **Chairman Bogdala passed the gavel and made a motion to amend page two by adding "and Common Council president or designee" after the words "Park Commission". The motion was seconded by Alderperson Ruffalo. Motion carried unanimously. Chairman Bogdala passed the gavel and made a motion to approve as amended. The motion was seconded by Alderperson Ruffalo. Motion carried unanimously.**
4. License Agreement By and Between the City of Kenosha, Wisconsin and KABA Building, LLC (55th Street and 6th Avenue). (District #2)(Deferred from the meeting of April 18, 2011) PUBLIC HEARING: Todd Battle, president of KABA and Jan Michalski, 3rd District Alderperson, spoke. **It was moved by Alderperson Haugaard, seconded by Alderperson Ruffalo, to defer for two weeks. Motion carried unanimously.**
5. Disbursement Record #7 – \$4,969,937.57. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson Ruffalo, to approve. Motion carried unanimously.**
6. Change Order for Project 10-1017 39th Avenue Construction (30th Street to 24th Street). (District #5) **It was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**

7. Approval of 2011 Sidewalk Rates. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ohnstad, seconded by Alderman Haugaard, to approve. Motion carried (eyes:3; noes:1; abstain:1) with Chairman Bogdala voting nay and Alderperson Prozanski abstaining.**
8. Approve Stipulation Regarding Brat Stop, Inc. (Kenosha, Wisconsin), Delinquent Personal Property Tax Account No. 20-71631-000. PUBLIC HEARING: Attorney Mulligan spoke. **It was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad, to defer for two weeks. Motion carried unanimously.**
9. Election of Finance Committee Chairman. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to nominate Alderperson Bogdala. Motion carried unanimously.**
10. Election of Finance Committee Vice-Chairman. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson Haugaard, to nominate Alderperson Prozanski. Motion carried unanimously.**

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 6:58 pm.

***NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, May 16, 2011.**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcels of Property
for Boarding and Securing**

BE IT RESOLVED, that special assessments for boarding and securing during 2011, in the total amount of **\$1,084.36**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011.

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael J. Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz

	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
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PARCEL NUMBER			
08-222-35-478-003-0	\$100.00	\$168.12	\$268.12

PROPERTY ADDRESS
 FERNANDO & LUCY GALLEGOS
 4119 056 ST

MAIL TO ADDRESS
 FERNANDO & LUCY GALLEGOS
 4119 56TH ST
 KENOSHA, WI 53144-2561

LEGAL DESCRIPTION
 LOT 61 DAVIS MODEL HOMES SUB
 PT OF SE 1/4 SEC 35 T 2 R 22
 V1468 P967
 DOC#1043360
 DOC#1297819

PARCEL NUMBER			
08-222-35-478-003-0	\$100.00	\$60.00	\$160.00

PROPERTY ADDRESS
 FERNANDO & LUCY GALLEGOS
 4119 056 ST

MAIL TO ADDRESS
 FERNANDO & LUCY GALLEGOS
 4119 56TH ST
 KENOSHA, WI 53144-2561

LEGAL DESCRIPTION
 LOT 61 DAVIS MODEL HOMES SUB
 PT OF SE 1/4 SEC 35 T 2 R 22
 V1468 P967
 DOC#1043360
 DOC#1297819

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
12-223-31-130-004-0		\$100.00	\$384.12	\$484.12

PROPERTY ADDRESS
 PATRICIA TURNER
 4622 010 AV

MAIL TO ADDRESS
 PATRICIA TURNER
 4622 10TH AVE
 KENOSHA, WI 53140-3308

LEGAL DESCRIPTION
 PT OF LOT 9 COM AT SE COR OF B
 60 BELTING'S SUB NE 1/4 SEC 31
 T 2 R 23 N 53 FT W 132FT SE'LY
 TO N LINE OF 47TH ST E 123.85
 FT TO BEG

12-223-31-331-009-0		\$100.00	\$72.12	\$172.12
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PROPERTY ADDRESS
 HSBC BANK USA
 2006 054 ST

MAIL TO ADDRESS
 HSBC BANK USA
 SASCO 2008-RF-1
 FORT MILL, SC 29715

LEGAL DESCRIPTION
 E 41 FT OF LOT 7 & W 9 FT OF
 LOT8 B 5 BAIN'S SUB BEING PT
 OF SW 1/4 SEC 31 T 2 R 23
 V 1592 P 917
 V 1605 P 772
 V1705 P11
 DOC#1186455
 DOC#1643936

STREET TOTAL			4.00	\$1,084.36
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GRAND TOTALS	PARCELS	4	FOOTAGE	4.000	TOTAL COST	\$1,084.36
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcels of Property for
Property Maintenance Reinspection Fees**

BE IT RESOLVED, that special assessments for reinspection fees during 2011, in the total amount of **\$1,840.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael J. Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz

ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
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PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
11-223-30-451-012-0				

PROPERTY ADDRESS
DALE NEHLS LC
716 043 ST

MAIL TO ADDRESS
DALE NEHLS
714 43RD ST
KENOSHA, WI 53140-5700

LEGAL DESCRIPTION
PT OF B 29 SE 1/4 SEC 30 T 2 R
23 COM ON N LINE OF 43RD ST
172 FT W OF SE COR OF B TH N
109 FT W 40FT S 109 FT E 40 FT
TO BEG

PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
11-223-30-451-013-0				

PROPERTY ADDRESS
DALE A NEHLS
714 043 ST

MAIL TO ADDRESS
DALE A NEHLS
714 43RD ST
KENOSHA, WI 53140-5700

LEGAL DESCRIPTION
PT OF BLK 29 SE 1/4 SEC 30 T 2
R23 COM 8 RDS W OF SE COR OF B
TH N 9 RDS W 33 FT S 39 1/2 FT
W 7 FT S 110 FT E 40 FT TO BEG
DOC#1217980

ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
\$100.00	\$360.00	\$460.00

PARCEL NUMBER LOT
12-223-31-141-005-0

PROPERTY ADDRESS
MARY DEMET
4611 008 AV

MAIL TO ADDRESS
MARY DEMET
2808 OREGON ST
RACINE, WI 53405

LEGAL DESCRIPTION

PT OF LOTS 2 & 3 BLK 63 ORIGINAL
TOWN SOUTHPORT PT NE 1/4 SEC 31
T 2 R 23 BEG ON E LINE 8TH AVE
132 FT S OF S LINE 46TH ST TH E
98.3 FT N 8FT W 37.8 FT N 31 FT
W 60.5 FT S 39 FT TO BEG
V 1548 P 144
V 1633 P 132
DOC #1255097
DOC #1326540
DOC #1363896
DOC #1435724
DOC#1434769 NOTE
DOC#1500946

PARCEL NUMBER LOT	\$100.00	\$360.00	\$460.00
12-223-31-384-013-0			

PROPERTY ADDRESS
FINE PROPERTIES LLC
5907 018 AV

MAIL TO ADDRESS
FINE PROPERTIES LLC
12403 85TH AVE
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION

BEING PT OF SW 1/4 SEC 31 T 2
R 23 COM ON E LINE OF 18TH AVE
247 FT N OF S LINE OF 1/4 SEC
TH E 92 FT N 50 FT W 92 FT S
50 FT TO BEG
DOC#1012067
DOC#1323937
DOC#1374008

STREET TOTAL	4.00	\$1,840.00
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GRAND TOTALS	PARCELS	4	FOOTAGE	4.000	TOTAL COST	\$1,840.00
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcel(s) of Property for Graffiti Removal
(Miscellaneous Assessment)

BE IT RESOLVED, that special assessments for graffiti removal during 2011, in the total amount of **\$600.00**, be levied against the parcel(s) of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael J. Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz

FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$600.00
12-223-31-487-003-0	0	

GRAFFITI REMOVAL

PROPERTY ADDRESS
FRANK L WELLS COMPANY
5821 005 AV

MAIL TO ADDRESS
FRANK L WELLS COMPANY
5821 05TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
12-4-0223-31-487-003 PT OF SE
1/4 SEC 31 T 2 R 23 PT OF BLK
45 OF ORIGINAL PLAT OF
SOUTHPORT BEG SE COR OF 58TH
ST & 5TH AVE TH S 270.39 FT E
139.46 FT TO W LINE OF 4TH AVE
NE'LY 273.84 FT TO SW COR 58TH
ST & 4TH AVE W 180.14 FT
P.O.B. 1978 ALSO W 18.5 FT VAC
4TH AVE RES # 126-91
1993

STREET TOTAL	0.00	\$600.00
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PAGE 1

GRAND TOTALS	PARCELS	1	FOOTAGE	0.000	TOTAL COST	\$600.00
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PAGE 2

Resolution No. _____

By: the Mayor

**RESOLUTION APPROVING READY FOR REUSE PROGRAM APPLICATION
AND PREPARATIONS FOR ISSUANCE OF NOTE ANTICIPATION NOTES
TO FINANCE PROJECT**

WHEREAS, the officers of the City of Kenosha, Kenosha County, Wisconsin (the "City") have prepared a Wisconsin Ready for Reuse Program Hazardous Substance Loan and Grant Application (the "Ready for Reuse Application") for submission to the State of Wisconsin Department of Natural Resources ("DNR") relating to the redevelopment of the former Chrysler Kenosha Engine Plant, including demolition, clearance, rehabilitation and environmental remediation activities on the site, all as described in more detail in the Ready for Reuse Application (the "Project");

WHEREAS, the City recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources;

WHEREAS, in this action the Common Council has declared its intent to complete the Ready for Reuse project activities described in the Ready for Reuse Application if awarded funds;

WHEREAS, the City will maintain records documenting all expenditures made during the Ready for Reuse award period;

WHEREAS, the City will allow employees from DNR access to inspect the project site or facility and records; and

WHEREAS, the City will submit a final report to DNR which will accompany the final payment request.

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

Section 1. Approval of Application. The Common Council requests funds and assistance available from DNR under the Ready for Reuse Program and will comply with State rules for the Program. The Ready for Reuse Application is approved, and the appropriate City officers are authorized to execute and submit it to DNR.

Section 2. Issuance of Notes. In connection therewith, City staff is authorized to proceed with preparations for the issuance of up to \$1,500,000 Note Anticipation Notes to DNR to finance a

QB\13229366.1

portion of the Project. At a subsequent meeting, the Common Council shall consider authorizing the issuance and details of the Notes and approving the related loan agreement to be prepared by DNR.

Adopted this 16th day of May, 2011.

Attest: _____, City Clerk
Michael Higgins

Approved: _____, Mayor
Keith G. Bosman

Dated: May 16, 2011

**AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES**

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,**

And

**EMS Medical Billing Associates, LLC
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224
A Wisconsin Limited Liability Company**

THIS AGREEMENT IS MADE and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, with offices located at 625 – 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as the “**CLIENT**,” and **EMS Medical Billing Associates, LLC**, a Wisconsin Limited Liability Company, with offices located at 9401 W. Brown Deer Road, Suite 101, Milwaukee, Wisconsin 53224, hereinafter referred to as the “**SERVICE PROVIDER**.”

WHEREAS, CLIENT desires to engage **SERVICE PROVIDER** to furnish professional and technical services with respect to Emergency Medical Service User Fee Billing Services, hereinafter referred to as the “**PROJECT**,” and **SERVICE PROVIDER** has signified its willingness to furnish professional and technical services to **CLIENT**.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

- 1.1 SERVICES TO BE PROVIDED BY SERVICE PROVIDER:** **SERVICE PROVIDER** agrees to perform, in a good and professional manner, the professional services necessary for completion of **PROJECT**, as detailed in the “Scope of Services” found in the Request for Proposals in Exhibit “A”, which is attached hereto and incorporated herein by reference. This “Scope of Service” may be expanded by mutual agreement of the parties subject to the payment of additional consideration.
- 1.2 PERFORMANCE STANDARDS:** In performing **PROJECT** services, **SERVICE PROVIDER** will meet performance standards for billing services in Wisconsin as outlined in Exhibit “A” of this Agreement. **SCHEDULE OF PROJECT SERVICES:** **SERVICE PROVIDER** shall commence performing **PROJECT** services upon execution of this Agreement.
- 1.3 PROJECT MANAGER:**
- 1.3.1 DESIGNATION:** **SERVICE PROVIDER** shall designate a Project Manager to **CLIENT**, in writing, within ten (10) days of the effective date of this Agreement.
- 1.3.2 CHANGE:** **CLIENT** has the right to request a different Project Manager for any reason. **SERVICE PROVIDER**, within ten (10) days of receipt of a written request by **CLIENT** for a change in Project Manager, shall notify **CLIENT** of the new Project Manager appointed.
- 1.4 RETENTION:** All records and documents related to the services provided under this Agreement are the property of the **CLIENT**, but shall be retained by the **SERVICE PROVIDER** on behalf of the **CLIENT** in a manner compliant with the Wisconsin Public Records Law, for a period of seven (7) years after the Agreement expires or is terminated. These records and documents shall be made available to **CLIENT** after the expiration or termination of this agreement, upon written request of **CLIENT**. Prior to the destruction of any records or documents, **SERVICE PROVIDER** must notify **CLIENT** in writing of the proposed destruction, in a manner that reasonably allows **CLIENT** to make a timely request for return of the records and/or documents to the **CLIENT**.
- 1.5 CONFIDENTIALITY:** No reports, information, and / or data given to or prepared or assembled by **SERVICE PROVIDER** under this Agreement shall be made available to any individual or organization by **SERVICE PROVIDER** without the written approval of **CLIENT**. Notwithstanding the above, **SERVICE PROVIDER** may release records to third party, upon having proper consents and following State laws, rules and regulations.

1.6 ERRORS, OMISSIONS OR DEFICIENCIES: **SERVICE PROVIDER** shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the **SERVICE PROVIDER** is responsible for any errors, omissions, or deficiencies. **SERVICE PROVIDER** shall refund to **CLIENT**, upon finalization of any audit, which shows a billing error, the **SERVICE PROVIDER'S** percentage fee times the refunded amount.

ARTICLE II

2.1 SERVICES TO BE PROVIDED BY CLIENT: In the event that any information, data, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the work on **PROJECT**, **CLIENT** shall promptly furnish copies of these materials in hard copy or digital format to **SERVICE PROVIDER** for use during the contract period. **CLIENT** designates the City Administrator or his or her designee to Act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define **CLIENT'S** policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until **SERVICE PROVIDER** has been advised in writing by **CLIENT** that such authority has been revoked.

2.1.1 INCIDENT INFORMATION: **CLIENT** will submit to **SERVICE PROVIDER** by mail, fax, or electronic mail, a "run sheet" which provides the following information:

- 2.1.1.1** Run number;
- 2.1.1.2** Patient name;
- 2.1.1.3** Patient address, including apartment number;
- 2.1.1.4** Date and time of transport;
- 2.1.1.5** Social Security number, if available;
- 2.1.1.6** Date of Birth;
- 2.1.1.7** Transport from and to locations;
- 2.1.1.8** Medical information and patient care specifics, including time of onset of complaint;
- 2.1.1.9** Insurance coverage information, if available; and
- 2.1.1.10** Patient consent signature. *If the patient is mentally or physically unable to sign, EMTs must document why the patient was unable to sign, and obtain a signature from an authorized party as mandated under CMS rules.*

2.1.2 PAYMENT INFORMATION: **CLIENT** will provide payment information to **SERVICE PROVIDER** as soon as it is practicable, by fax, electronic mail or other electronic means.

2.1.3 CLIENT RATES AND FEES: **CLIENT** will provide **SERVICE PROVIDER** with Emergency Medical Service rate and fee information within ten (10) days after the effective date of this Agreement.

ARTICLE III

- 3.1 COMPENSATION RATE: SERVICE PROVIDER** agrees to provide the services described in Article I in accordance with the following fee schedule, which covers all other items of whatever nature, needed in connection with **PROJECT** services: Six and one quarter (6.25%) percent of payments posted to **CLIENT'S** records monthly for Emergency Medical Services, Fire Incident Services and Fire Inspection Services provided by **CLIENT**. The 6.25% fee will remain in effect through December 31, 2015.
- 3.2 COMPENSATION FOR ADDITIONAL SERVICES: SERVICE PROVIDER** is a licensed collection agency in the State of Wisconsin, and will provide collection services to the **CLIENT** on all accounts that are 120 days past due or older. The **CLIENT** agrees to compensate the **SERVICE PROVIDER** the amount of thirty-three (33.0%) percent of net receivables collected on those delinquent accounts.
- 3.3 COMPENSATION FOR ADDITIONAL SERVICES:** For authorized extensions of work or additional services provided outside of the scope of services specified in this Agreement, **CLIENT** and **SERVICE PROVIDER** shall agree upon a fee and payment schedule prior to commencement of additional services.
- 3.4 MONTHLY INVOICES: SERVICE PROVIDER** shall mail monthly invoices to the attention of the City of Kenosha, Deputy Chief, Kenosha, Fire Department, 625 – 52nd Street, Kenosha, Wisconsin 53140.
- 3.5 METHOD OF PAYMENT:** Payment of **SERVICE PROVIDER'S** fees shall be as follows:
- 3.5.1** Invoices which are in order are due and payable by **CLIENT** to **SERVICE PROVIDER**, no later than twenty-five (25) days from receipt of the invoice.
 - 3.5.2** Invoices which are in order and not paid by **CLIENT** within twenty-five (25) days of receipt shall be subject to a one and one-half (1.5%) percent interest charge per month on any balance outstanding more than twenty-five (25) days.
 - 3.5.3** **CLIENT** may not withhold payment so long as **SERVICE PROVIDER** is in compliance with Section 1.2, and the provisions of Exhibit “A” of this Agreement, and so long as necessary documentation supporting payment has been provided to **CLIENT**.
 - 3.5.4** If **CLIENT** fails to make any payment due within sixty (60) days after receipt of an invoice which is in order, **SERVICE PROVIDER** may, after giving seven (7) days written notice to **CLIENT**, suspend services under this Agreement until all amounts are paid in full.

ARTICLE IV

TERMS OF AGREEMENT: This five (5) year agreement shall be effective upon approval and execution by **SERVICE PROVIDER** and **CLIENT** and through _____ unless otherwise terminated as provided herein. This Agreement and all its terms and conditions, without change, except for the expiration date, may be extended from year to year by Letter of Agreement to that effect executed by all parties at any time during the Agreement term. The City Administrator and Finance Director of **CLIENT** shall have authority to sign the Letter of Agreement on behalf of **CLIENT** without further review and approval by Common Council of **CLIENT**.

ARTICLE V

- 5.1 TERMINATION:** Either party shall have the right to terminate this Agreement for reason of breach of contract by giving ninety (90) days advance, written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred. Upon termination of this Agreement, **SERVICE PROVIDER** shall have ninety (90) days to closeout existing accounts and make final payment to **CLIENT**. **SERVICE PROVIDER** shall, following such ninety (90) days, continue to forward to **CLIENT** all money received on **CLIENT'S** behalf, subject to receipt of the fee provided for herein.
- 5.2 NO NEW OR ADDITIONAL WORK:** **SERVICE PROVIDER** shall perform no new or additional work upon receipt of notice of termination without the advance, written permission of **CLIENT**.
- 5.3 USE OF INCOMPLETE OR UNFINISHED DOCUMENTS:** **SERVICE PROVIDER** shall not be liable for **CLIENT'S** subsequent use of incomplete or unfinished documents provided pursuant to this Article.

ARTICLE VI

OWNERSHIP OF DOCUMENTS: All finished and unfinished documents, in hard copy and digital format, prepared by **SERVICE PROVIDER** under this Agreement shall, upon payment of all invoices properly submitted and due **SERVICE PROVIDER** under the terms of this Agreement, be the property of **CLIENT**.

ARTICLE VII

CONFLICT OF INTEREST: SERVICE PROVIDER shall abstain from taking any action or making any recommendation which may result in a conflict of interest. **SERVICE PROVIDER** shall seek the advice of the City Attorney with respect to determining actual or potential conflicts of interest. The City Attorney shall use the City and State Code of Ethics as a basis for making any such determination.

ARTICLE VIII

AMENDMENTS: CLIENT may, from time to time require modifications in the scope of or deadline for services of **SERVICE PROVIDER** to be performed hereunder. Such modifications, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between **CLIENT** and **SERVICE PROVIDER**, shall be incorporated in written amendments to this Agreement, which shall be deemed part of this Agreement a fully set forth herein.

ARTICLE IX

INDEPENDENT CONTRACTOR: SERVICE PROVIDER performs services hereunder as an independent contractor.

ARTICLE X

- 10.1 INDEMNITY AND HOLD HARMLESS: SERVICE PROVIDER** shall indemnify, and hold harmless **CLIENT**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of **SERVICE PROVIDER** which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law. **CLIENT** shall indemnify, and hold harmless **SERVICE PROVIDER**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of **CLIENT** which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law.
- 10.2 CLIENT'S ACTS AND OMISSIONS: SERVICE PROVIDER** is not responsible for any acts or omission of **CLIENT** or **CLIENT'S** officers and employees.

10.3 DATA NOT PROVIDED BY SERVICE PROVIDER: SERVICE PROVIDER is not responsible for the accuracy of the data provided by **CLIENT** or data obtained or available from public or government records or sources of the public domain.

10.4 REPRODUCED DATA FURNISHED BY CLIENT: CLIENT shall obtain from Owner of documents provided by **CLIENT** any and all consents required by law to reproduce data protected by patent, trademark, service mark, copyright or trade secret, and **SERVICE PROVIDER** assumes no responsibility of any failure of **CLIENT** to obtain any required consent.

ARTICLE XI

INSURANCE: SERVICE PROVIDER shall procure and maintain, during the term of this Agreement, insurance policies, hereinafter specified. City to be named as an additional insured. Contractor shall provide City with a copy of the endorsement. **SERVICE PROVIDER**, prior to executing this Agreement, shall furnish a Certificate of Insurance indicating compliance with the foregoing, and proof of payment of premium to the City Attorney, for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the **CLIENT** will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, **CLIENT** may declare the Agreement null and void as of the date no valid insurance policy was in effect. Certifications of policy renewals shall be furnished to the **CLIENT** throughout the term of this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **SERVICE PROVIDER** in Article X – Indemnity and Hold Harmless.

The following insurance must be in effect and continue in effect during the term of the Agreement in not less than the following amounts:

Worker’s Compensation – Statutory – In compliance with the Worker’s Compensation Law of the State of Wisconsin.

Commercial General Liability: General Aggregate – Two Million Dollars (\$2,000,000);
Each Occurrence – Two Million Dollars (\$2,000,000.00) having the following coverage:

- Contractual;
 - Death, Personal Injury and Property Loss or Damage.
- Automobile Liability having the following coverage:
- Bodily injury per person: Two Million Dollars (\$2,000,000.00);
 - Bodily injury per accident: Two Million Dollars (\$2,000,000.00);
 - Property damage – Five Hundred Thousand Dollars (\$500,000.00) Automobile Liability Insurance with minimum single limits of liability of One Million (\$1,000,000.00) Dollars for death and bodily injury, and Five Hundred Thousand

(\$500,000.00) Dollars for property damage, per occurrence, for Owned automobiles / Hired automobiles and Non-owned automobiles.

- Professional Errors and Omission Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per claim.

ARTICLE XII

ASSIGNMENT AND SUBCONTRACT: **SERVICE PROVIDER** shall not assign or subcontract any interest or obligation under this Agreement, without the advance, written approval of **CLIENT**.

ARTICLE XIII

LAW, RULES, AND REGULATIONS: **SERVICE PROVIDER** shall fully comply with all applicable Federal, State and local laws, rules and regulations governing **PROJECT** services.

ARTICLE XIV

SEVERABILITY: It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

ARTICLE XV

NONDISCRIMINATION: In the performance of work under this Agreement, **SRVICE PROVIDER** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation. Services are to be provided in accordance with the Federal Americans With Disabilities Act.

ARTICLE XVI

GOVERNING LAW: This Agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

ARTICLE XVII

NO WAIVER: No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver or any subsequent breach of the same covenant, term or condition.

ARTICLE XVIII

NOTICES: Any notice required or permitted to be given to either party under this Agreement shall be sufficient if hand delivered or in writing, and sent by register or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below.

18.1 For CLIENT:

Frank Pacetti, City Administrator
City of Kenosha
625 – 52nd Street,
Kenosha, WI 53140

With a copy to:

City Attorney
Municipal Building Room 201
625 – 52nd Street
Kenosha, WI 53140; and

City Clerk/Treasurer
Municipal Building Room 105
625 – 52nd Street
Kenosha, WI 53140

18.2 For SERVICE PROVIDER:

Paula Bliemeister, CFO
EMS Medical Billing Associates, LLC
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224

ARTICLE XIX

NO THIRD PARTY BENEFICIARIES: This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, confer, supplement, amend, abridge or repeal existing rights, benefits, or privileges of or to any third party or parties, including, but not limited to, employees of either of the parties

ARTICLE XX

NONBINDING MEDIATION: In an effort to resolve any conflicts that arise during **PROJECT** or following completion of **PROJECT**, **CLIENT**, and **SERVICE PROVIDER** agree that all disputes between them arising out of, or relating to, this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

ARTICLE XXI

NO DRAFTSMAN: This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an agreement against a draftsman shall not apply to this Agreement, and neither party has any rights under such doctrine.

ARTICLE XXII

REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT: Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

BY: _____
KEITH BOSMAN, Mayor
Date: _____

BY: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor
Date: _____

SERVICE PROVIDER:
EMS Medical Billing Associates, LLC
A Wisconsin Limited Liability Company

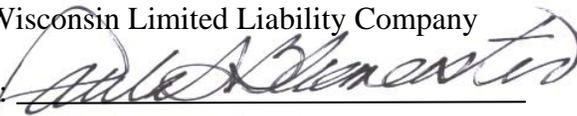
BY:  _____
PAULA S. BLIEMEISTER,
Chief Financial Officer
Date: April, 11, 2011

EXHIBIT “A”

**AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES**

**SCOPE OF WORK AND RESPONSIBILITIES OF
SERVICE PROVIDER**

By and Between

**THE CITY OF KENOSHA WISCONSIN
A Municipal Corporation
and
EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company**

A: SCOPE OF SERVICES: SERVICE PROVIDER shall:

1) ADMINISTRATIVE ACCOUNT SET-UP:

a) **SERVICE PROVIDER** will complete all necessary provider enrollment paperwork with Medicare and Medicaid to maintain enrollment status with these payers and to update all information to reflect EMS Medical Billing Associates, LLC as the authorized, exclusive billing service for the **CLIENT**.

b) **SERVICE PROVIDER** will complete all necessary payment authorization forms for Medicare and Medicaid to ensure that these payments are direct deposited into a bank account of the **CLIENT'S** choice, and that all correspondence related to those payments are made available to the **SERVICE PROVIDER** either electronically or forwarded to the **SERVICE PROVIDER'S** address. **SERVICE PROVIDER** will also promptly notify all commercial insurance carriers in our billing system that the remittance address for the **CLIENT** has changed to reflect the address of the **SERVICE PROVIDER**.

c) **SERVICE PROVIDER** will recommend an agreement(s) between the **CLIENT** and an external collections agency (or agencies) for the collection of delinquent accounts, as well as the processing of delinquent accounts to the Wisconsin Tax Refund Intercept Program.

d) **SERVICE PROVIDER** will recommend write-off policies and/or hardship policies for the **CLIENT'S** consideration. The **CLIENT** determines the parameters of write-off and hardship policies, and will determine the amount of approval authority the **SERVICE PROVIDER** will maintain, if any. All write-off and hardship policies should be put in writing by the **CLIENT** and provided to the **SERVICE PROVIDER** prior to beginning work.

e) **SERVICE PROVIDER** will review the billing rates of the **CLIENT** and make recommendations based on current Medicare allowable amount information, Medicaid payment information and commercial insurance industry trends. All applicable laws and rules regarding billing governmental agencies will be applied to all recommendations. **CLIENT** will provide a complete listing of all procedures and rates prior to **SERVICE PROVIDER** beginning work.

f) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to accepting payment by credit card and ACH transactions.

g) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to utilizing remote deposit capture to electronically deposit all **CLIENT** payments received.

h) **SERVICE PROVIDER** will keep **CLIENT** fully informed regarding any rule, regulation or industry standard of practice that may affect the **CLIENT'S** revenues, documentation requirements or industry standards of practice.

2) TECHNICAL ACCOUNT SET-UP:

a) **SERVICE PROVIDER** will create a segregated database for the **CLIENT** within the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge that will accept EMS and fire-related incident data for the **CLIENT**. **SERVICE PROVIDER** will meet with fire department officials to determine what information will be added to the database. All **CLIENT** EMS patient care data and fire-related data will be stored on the **SERVICE PROVIDER'S** Rescue Bridge. **CLIENT** will have continuous online access to the **SERVICE PROVIDER'S** Rescue Bridge.

b) Upon execution of this Agreement, **SERVICE PROVIDER** will immediately purchase the agreed-upon amount of ImageTrend Field Bridge software programs, and forward the unlock codes to the **CLIENT** upon receipt. **CLIENT** is responsible for loading all software on **CLIENT** computers. **SERVICE PROVIDER** can advise **CLIENT** on setup procedures, as needed. **CLIENT'S** Rescue Bridge database must be set up prior to use of the Field Bridge programs.

c) **SERVICE PROVIDER** will meet with fire department officials to determine the design of the ImageTrend Field Bridge template(s) that will be used for patient care data entry.

d) **SERVICE PROVIDER** will meet with fire department officials to determine the **CLIENT'S** setup preferences on the ImageTrend Rescue Bridge for EMS and Fire data.

e) **SERVICE PROVIDER** will conduct training on the ImageTrend Field Bridge software to all **Paramedics? on** all shifts. Typically a single round of training will cover three shifts over a period of three days. **SERVICE PROVIDER** will repeat training as often as **CLIENT** requires prior to live utilization of the software in the field. On-going training is also provided by the **SERVICE PROVIDER** as needed by the **CLIENT**.

f) **SERVICE PROVIDER** will conduct training on documentation requirements to all EMTs on all shifts. This training can be coordinated with the Field Bridge training, or conducted separately. This training is typically conducted bi-annually, or upon request of the **CLIENT**.

g) **SERVICE PROVIDER** will conduct training on the ImageTrend Fire Bridge software. Training will be provided to fire department officials at a schedule determined by the fire department.

3) BILLING AND COLLECTIONS SERVICES

a) **CLIENT** is responsible for completing each patient care report to the specifications established by the **CLIENT** and **SERVICE PROVIDER**.

b) **CLIENT** will electronically upload patient care reports from the ImageTrend Field Bridge software to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. **SERVICE PROVIDER** will initiate the billing of those incidents from the data uploaded by the **CLIENT** within five (5) business days.

c) **SERVICE PROVIDER** will forward all patient care reports to the Wisconsin Ambulance Run Data System (WARDS) daily when patient care reports are either created on or electronically uploaded to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. For all other methods of creating or storing patient care reports, the **CLIENT** is responsible for submitting patient care reports to WARDS.

d) **SERVICE PROVIDER** will utilize all information provided by the **CLIENT** to create a demographic and insurance profile for each incident to be billed. **CLIENT** is encouraged to capture demographic and insurance information in the field, or get a copy of a hospital admission sheet, in order to expedite the billing process. **SERVICE PROVIDER** will maintain a separate record for each incident showing billing attempts, patient contact information and payments as well as other useful information. Records shall be made available at any time to **CLIENT**.

e) **SERVICE PROVIDER** will utilize various online tools to verify demographic and insurance information prior to billing a claim. **SERVICE PROVIDER** makes every effort to confirm this data prior to billing.

f) **CLIENT** will approve all external documents used by the **SERVICE PROVIDER** to perform the **CLIENT'S** billing prior to the start of the Agreement.

g) For patients insured by Medicare, **SERVICE PROVIDER** will confirm coverage via

Medicare's online eligibility portal, then send all Medicare claims electronically to Wisconsin Physician Services' claims submission site. Payments from Medicare will be direct deposited by Medicare to the **CLIENT'S** bank account listed on paperwork filed with Medicare at time of account set-up. Payment from Medicare can be expected within 21 days following submission.

h) For patients insured by Medicaid, **SERVICE PROVIDER** will confirm coverage via Medicaid's online eligibility portal, then send all Medicaid claims electronically to EDS's online claims submission website. Payments from Medicaid are sent by check to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from Medicaid can be expected within 21 days following submission.

h) For patients with commercial insurance, **SERVICE PROVIDER** will attempt to confirm coverage via various online eligibility portals provided by some commercial insurance carriers. **SERVICE PROVIDER** will send a vast majority of commercial insurance claims electronically using the ZIRMED clearinghouse. Payments from most commercial insurance carriers are made by check and sent to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from commercial insurance carriers can take between 30-90 days.

i) For uninsured patients, **SERVICE PROVIDER** will mail a standard invoice. The standard invoice offers a payment stub that can be torn off and mailed with the patient's payment. The invoice also provides directions on how to pay by credit card, either by contacting the **SERVICE PROVIDER** directly or paying online via the **SERVICE PROVIDER'S** website. Patients can also electronically submit insurance information using the **SERVICE PROVIDER'S** website.

j) In the event of partial payment or denial of payment, the **SERVICE PROVIDER** will bill the patient monthly, for up to three (3) months, for the balance due. If no payment is made by the patient within thirty (30) days after the third billing, the bill shall be treated as uncollectible. **SERVICE PROVIDER** will continue to attempt to collect on those accounts via internal collection methods up to and including phone contact with the debtor. Should an account become delinquent more than 120 days without a payment made, or a payment arrangement having been secured, the **SERVICE PROVIDER** agrees to forward that account to the external collection agency. **SERVICE PROVIDER** or authorized external collection agency will forward delinquent accounts to the Wisconsin Tax Refund Intercept Program (TRIP) upon request of the **CLIENT**.

k) **SERVICE PROVIDER** will be responsible for all release-of-record requests, as well as all customer service inquiries related to the billing of the **CLIENT'S** patient care records. **SERVICE PROVIDER** will attempt to maintain a consistent client representative in order to facilitate consistency for the client and third party callers. **SERVICE PROVIDER** follows all applicable HIPAA laws regarding the release of private health information.

l) **SERVICE PROVIDER** will provide monthly detail transaction reports for the preceding month itemizing incidents billed, collections made, adjustments made to bills and account aging information and such other reports as are customarily available or as are requested by the **CLIENT**. Reports are provided electronically in Excel or PDF format, or can be mailed to the **CLIENT** monthly.

m) **SERVICE PROVIDER** will furnish upon request, and without additional compensation, such explanation as may be necessary to clarify and interpret its report and other actions taken in accordance with the Agreement.

n) **SERVICE PROVIDER** will provide continuous online access to the **CLIENT** for the purpose of accessing reports via the **SERVICE PROVIDER'S** Crystal Reports server. **SERVICE PROVIDER** will be responsible for training the **CLIENT** on accessing the server and how to run reports. Training will be scheduled at a mutually agreeable time following the execution of this Agreement.



600 52nd Street, Suite 120
Kenosha, WI 53140
P 262.605.1100
F 262.605.1111

MEMO

TO: MAYOR KEITH BOSMAN AND MEMBERS OF THE CITY COUNCIL
FROM: TODD BATTLE, PRESIDENT – KENOSHA AREA BUSINESS ALLIANCE
DATE: APRIL 27, 2011
RE: CONSIDERATION OF PARKING LICENSE AGREEMENT

The Kenosha Area Business Alliance (KABA) respectfully requests your support regarding the approval of a license agreement that provides KABA and its tenants (e.g. Jockey International) the necessary parking to support expanded operations in Downtown Kenosha.

As you may know, KABA purchased a vacant two-story commercial structure at 5500 – 6th Avenue on February 22, 2011. Construction commenced immediately with plans to renovate the facility to accommodate approximately 6,000 SF of retail space on the first floor and nearly 6,000 SF of commercial office space on the second floor.

On March 3, 2011, KABA executed a lease with Jockey International. Jockey will relocate its factory close-out store to the downtown with plans to open by Memorial Day weekend of 2011. Jockey will occupy the entire first floor, except for common areas. KABA plans to move into its renovated second floor office space by late June or early July.

This project represents a total combined investment in excess of \$2 million, and should serve as a catalyst for additional downtown revitalization efforts as it breathes life into a highly visible downtown location and promises to attract significant foot traffic and retail sales. Both tenants are long-standing Kenosha institutions that are expected to have a positive influence on Downtown and its revitalization.

One of the limitations of this particular site and development project has been the lack of on-site parking adequate to serve retail or commercial office tenants. The proposed license agreement that is under consideration addresses this limitation and provides KABA and Jockey International the parking they require to operate successfully from this location.

We respectfully request your support of the proposed lease agreement and look forward to addressing any questions you may have on May 2, 2011. Thank you.

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Bosman and the Common Council
Finance Committee

FROM: Jeffrey B. Labahn, Department of City Development 

RE: **License Agreement by and between the City of Kenosha, Wisconsin,
and KABA, LLC, District #2**

DATE: April 27, 2011

The proposed License Agreement involves a portion of existing City-owned parking lot in support of the Kenosha Area Business Alliance (KABA) for their renovated building located at 5500 6th Avenue.

Within the referenced building, a portion of the second floor will be occupied by Kenosha Area Business Alliance and the entire first floor will be occupied by the Jockey Outlet Store. There is no existing on-site parking available at this location. Although the City Zoning Ordinance does not require on-site parking because it is an existing building located in the downtown, the owner and tenants have a need for off-street parking in close proximity.

The proposed License Agreement involves a portion of the parking area previously committed under lease to ATC Transportation, Inc. when they owned and occupied the bank building at the corner of 56th Street and 6th Avenue. ATC previously relocated their operations and recently sold the building and relinquished their leasehold interest.

The proposed License Agreement will provide KABA with fifteen (15) parking spaces as well as a location for a screened refuse collection area for an initial period of five (5) years with the potential for up to three (3) additional five-year term extensions. KABA would be responsible for a pro-rata portion of the maintenance and utility costs of the premises during the term of the Agreement.

JBL:kas
Attachments

LICENSE AGREEMENT

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,**

And

**KABA BUILDING, LLC
A Wisconsin Limited Liability Company**

THIS LICENSE AGREEMENT (“Agreement”), made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as **CITY**, and **KABA BUILDING, LLC**, a limited liability company organized and existing under the laws of the State of Wisconsin, and having its principal office, at the time of execution, at 600 52nd Street, Suite 120, Kenosha, Wisconsin 53140, hereinafter referred to as **KABA**.

WITNESSETH:

WHEREAS, KABA recently purchased the property located at 5500 6th Avenue for the purpose of relocating its business office; and,

WHEREAS, KABA is currently renovating the existing building to accommodate additional retail and office tenants; and

WHEREAS, KABA has executed a lease agreement with Jockey International for the purpose of establishing a retail outlet at this location; and,

WHEREAS, KABA has no on-site parking available for said building and its tenants; and,

WHEREAS, KABA desires to utilize off-site parking which is currently owned by **CITY** and located across the street for the purpose of providing parking to its tenants; and,

WHEREAS, CITY is willing to license a portion of its parking lot to **KABA** in order to enable **KABA** to provide needed parking for its tenants; and,

WHEREAS, downtown Kenosha is in need of reinvestment due to a decline in tax base and in employment opportunity; and,

WHEREAS, a purpose of this Agreement is to promote the expansion of the tax base in downtown Kenosha; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this

Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the **CITY** and **KABA** agree as follows:

ARTICLE 1 – PREMISES

1.1 PARKING SPACES. **CITY** does hereby license to **KABA** for the exclusive use of **KABA** and/or its tenants during normal business hours the fifteen (15) parking spaces and space for sanitation as depicted on Exhibit A attached hereto and incorporated herein by reference (“**PREMISES**”). For purposes of this Agreement the larger parking lot in which the **PREMISES** is located shall be referred to as “Parking Lot”.

1.2 PREMISES "AS IS". **KABA** takes **PREMISES** under this Agreement in "as is" condition. By executing this Agreement, **KABA** acknowledges that it has inspected **PREMISES** and has found **PREMISES** satisfactory for its intended use.

1.3 REDUCTION IN SIZE OF PREMISES. Should **CITY**, during the term of this Agreement, require any portion of the **PREMISES** for future economic development, **CITY** may so notify **KABA** and the size of **PREMISES** shall be so reduced with the portion of the **PREMISES** required by **CITY** reverting to **CITY**, and this Agreement with respect to that portion of the **PREMISES** shall terminate. In the event that any portion of **PREMISES** is so reduced, **CITY** shall have an obligation to replace the lost parking spaces within the area described on Exhibit "B". Any such substitution shall be upon thirty (30) days advance written notice by **CITY** to **KABA**. Upon the expiration of said notice period, this Agreement shall be deemed amended as to the description of **PREMISES**.

ARTICLE 2 – TERM

2.1 TERM. The term of this Agreement, subject to early termination as hereinafter provided, is five (5) years, commencing from the date of execution, hereinafter referred to as "**TERM**".

2.2 OPTION TERMS. **KABA** shall have the option to renew this Agreement for three (3) additional five (5) year terms upon the same terms and conditions contained in this Agreement provided **KABA** gives **CITY** written notice of **KABA's** intention to exercise said option at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the expiration of the term; and provided further that **KABA** is not in default, but is in full compliance with all of the terms and provisions of this Agreement at the time of exercise of such option to renew. Notwithstanding the above **CITY** shall have the right, within thirty (30) days of **KABA's** notice to exercise its option, to provide **KABA** with notice of **CITY's** intent to increase **KABA's** license fee. In the event the parties cannot, within thirty (30) days of **CITY's** notice, agree upon a license fee either party may terminate this Agreement.

2.3 EARLY TERMINATION. Either party may terminate this Agreement should there be a material breach thereof by the other which is not cured within sixty (60) days time following written notice thereof, and any demand for curative action.

2.4 KABA'S RIGHTS UPON TERMINATION OR EXPIRATION OF AGREEMENT. Upon termination or expiration of this Agreement:

2.4.1 Condition. KABA shall deliver possession of the **PREMISES** to **CITY** in good condition, ordinary wear and tear excepted.

2.4.2 Improvements. **CITY** shall be entitled to retain all Improvements to **PREMISES** made by **KABA**.

ARTICLE 3 – CONSIDERATION

3.1 CONSIDERATION. **KABA** agrees to pay to **CITY**, for use and occupancy of **PREMISES** for the period commencing from the date of execution of this Agreement, the annual license fee of One Dollar (\$1.00).

ARTICLE 4 - CARE, MAINTENANCE AND REPAIR OF PREMISES

4.1 MAINTENANCE. **CITY** shall, at all times, be responsible for the care, maintenance and repair of **PREMISES**, whether such work be ordinary, extraordinary, structural or otherwise, arising from any cause, and of any nature.

4.2 UNAUTHORIZED IMPROVEMENTS. **KABA** shall not make any improvements without prior **CITY** approval. Should **KABA** make any improvements without prior **CITY** approval, upon written notice to do so, **KABA** shall remove the same or, at the option of **CITY**, cause the same to be changed, modified or reconstructed to the satisfaction of **CITY**. Should **KABA** fail to comply with such notice within thirty (30) days of receipt thereof, or should **KABA** commence to comply therewith and fail to pursue such work diligently to completion, **CITY** may effect the removal, change, modification or reconstruction thereof, and **KABA** shall pay the cost thereof to **CITY**, upon demand.

ARTICLE 5 - EXPENSES

In addition to the license fee **KABA** shall pay **CITY** as a common area expense an amount determined by multiplying the ratio of parking spaces constituting the **PREMISES** to the total parking spaces of the Parking Lot by the total cost and expense of care, maintenance and repair of the Parking Lot. These costs and expenses shall include, but are not limited to, utility charges (including stormwater utility), lighting, snow removal, striping, planting/maintaining landscaping and surface repair/replacement. Said expenses shall be invoiced by **CITY** and **KABA** shall pay said expenses within thirty (30) days of receipt of **CITY's** statement.

ARTICLE 6 – SIGNS

KABA shall not place or erect any signs on or about **PREMISES** without the prior, written approval of **CITY**. Further, any sign shall comply with all applicable **CITY** ordinances.

ARTICLE 7 - USE OF PREMISES

KABA and/or its tenants shall occupy and use **PREMISES** and for no purpose other than a parking lot and sanitation storage as provided hereinbelow.

ARTICLE 8 – ASSIGNMENT

With the prior, written approval of the Common Council of **CITY**, **KABA**, except as to entities owned and controlled by **KABA**, may assign this Agreement only to any party which acquires the real estate commonly known as 5500 6th Avenue, Kenosha, Wisconsin. Approval shall not be unreasonably withheld or unduly delayed. An unauthorized assignment shall render this Agreement null and void, at the option of **CITY**.

Any assignment shall be conditioned upon assignee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Agreement.

ARTICLE 9 - GOVERNMENTAL REQUIREMENTS

9.1 LAWS, RULES, REGULATIONS AND OTHERS. **KABA** agrees to observe and obey any and all **CITY** laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

9.2 LICENSES, CERTIFICATES AND PERMITS. **KABA** shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including **CITY**, having jurisdiction over **PREMISES** or over **KABA's** operations at **PREMISES**.

ARTICLE 10 - NATURAL DISASTER

KABA'S obligations during the term of the Agreement shall neither abate nor be suspended by virtue of any damage to **PREMISES** or improvements resulting from any natural disaster.

ARTICLE 11 - INTERRUPTION IN USE OR ENJOYMENT

CITY shall not be liable to **KABA** for money damages arising out of any interruption in **KABA's** use or enjoyment of **PREMISES** by reason of any physical damage to **PREMISES** or improvements, unless such damage is the direct result of an action or omission by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in that event, **CITY** shall be liable only for the costs of repair or reconstruction. The license fees, in such event, shall not abate.

ARTICLE 12 - SANITATION – STORAGE

KABA shall not permit any unattractive or unsanitary accumulation of trash,

garbage, refuse, debris or litter on **PREMISES**. The disposal of noxious or hazardous materials including, but not limited to, materials identified as hazardous, toxic or dangerous in any applicable Federal, State, or local law on or about **PREMISES** is prohibited. **KABA** shall be permitted to locate dumpsters on the **PREMISES**. **KABA** shall obtain **CITY's** approval for the location of the dumpster(s). Further, **KABA** shall screen the dumpster(s) and comply with **CITY's** ordinances, requirements and/or permitting process.

ARTICLE 13 – INDEMNITY AND HOLD HARMLESS

KABA does hereby agree that it will, at all times, during the term of this Agreement, indemnify and hold harmless **CITY**, and its officers, agents and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on **PREMISES** or as a result of any operations, works, acts or omission performed on **PREMISES** by **KABA**, its employees, agents or representatives, or resulting from **KABA's** failure to perform or observe any of the terms, covenants and conditions of this Agreement or resulting from any conditions of **PREMISES** by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorney's fees caused or resulting from the acts or omissions of **CITY**, or any of its officers, agents or employees.

Upon the filing with **CITY** of a claim for damages arising out of any incident(s) which **KABA** herein agrees to indemnify and hold **CITY** and others harmless, **CITY** shall notify **KABA** of such claim, and in the event that **KABA** does not settle or compromise such claim, then the **KABA** shall undertake the legal defense of such claim both on behalf of **KABA** and **CITY**. It is specifically agreed, however, that **CITY**, at its own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by **KABA** and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against **CITY**, or its officers, agents, or employees for any cause for which **KABA** is liable hereunder shall be conclusive against **KABA** as to liability and amount of damages.

ARTICLE 14 - INSURANCE

KABA shall procure and maintain, during the term of this Agreement, insurance policies, hereinafter specified, with **CITY**, and its officers, employees and agents listed as additional insureds in order to protect them. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. **KABA**, prior to executing this Agreement, shall furnish **CITY** with a Certificate of Insurance indicating compliance with the foregoing, including the naming of **CITY** as an "additional insured", and proof of payment of premium. **KABA** shall also provide a copy of the endorsement naming **CITY** as an additional insured. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the **CITY** will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, **CITY** may declare this Agreement null and void as of the date no valid insurance policy was in effect.

Certificates of policy renewals shall be furnished to the **CITY** throughout the term of this Agreement. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing thirty (30) days advance, written notice to **KABA**, and **KABA** shall comply with said request, or be considered in material default of this Agreement. Should **KABA** fail to furnish, deliver and maintain such insurance as above provided, **CITY** may obtain such insurance and charge **KABA**, as an additional rental fee, the cost of such insurance, plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **KABA** to take out and/or maintain the required insurance shall not relieve **KABA** from any liability under this Agreement.

The following insurance must be in effect and continue in effect during the term(s) of this Agreement in not less than the following amounts:

Liability Insurance with the following limits:

- a. Commercial General Liability: General Aggregate – Two Million Dollars (\$2,000,000);
Each Occurrence – One Million Dollars (\$1,000,000.00).
- b. Worker's Compensation statutory limits.
- c. Umbrella Liability:
Three Million Dollars (\$3,000,000.00) aggregate;

ARTICLE 15 – BENEFITS

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 16- NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 17 – NONDISCRIMINATION

KABA, as a part of the consideration hereof, does hereby covenant, as a covenant running with the land, and agree that no person shall be subjected to discrimination in the use of **PREMISES** contrary to any Federal, State or **CITY** law, rule or regulation.

ARTICLE 18 - FAILURE TO OBSERVE TERMS OF AGREEMENT

Failure on the part of **KABA** to observe any of the other terms of this Agreement shall be grounds for termination of this Agreement. Prior to any parties taking action to terminate this Agreement, the nonbreaching party shall offer to meet with the breaching party to resolve this issue within thirty (30) days of the date of the written notice of breach. The failure of the breaching party to timely make themselves available for an informal dispute resolution meeting shall be deemed a waiver of this right.

ARTICLE 19 – INTEGRATION

This Agreement is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 20 – SEVERABILITY

This Agreement shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that it is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice CITY or KABA in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Agreement, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

ARTICLE 21 - TIME OF THE ESSENCE

Time is of the essence in each and every provision of this Agreement.

ARTICLE 22 – APPROVALS

CITY approvals required hereunder shall not be unreasonably withheld.

ARTICLE 23 – NOTICE

Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to **CITY:** City Clerk/Treasurer,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140;

With a copy to: Office of the City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

If to **KABA Building, LLC:** Todd Battle, Manager
KABA Building, LLC
600 52nd Street, Suite 120
Kenosha, Wisconsin 53140

ARTICLE 24 – AUTHORITY

CITY enters into this Agreement by authorization of action taken by the action taken by the Common Council on the _____ day of May, 2011.

KABA represents that its signatories have authority to execute this Agreement on its behalf and that all required procedures in this regard, if any, have been satisfied.

ARTICLE 25 - FORCE MAJEURE

The failure or delay of any party to this Agreement to perform any obligation under this Agreement solely by reason of acts of God, acts of government, riots, wars, terrorism, civil insurrection or other acts of violence, embargoes, strikes, lockout, violent demonstrations, accidents in transportation, port congestion, or other unforeseeable causes beyond its reasonable control ("Force Majeure") shall not be deemed to be a breach of this Agreement; provided, however, that the party so prevented from complying with this Agreement shall not have procured such Force Majeure, shall have used reasonable diligence to avoid such Force Majeure and ameliorate its effects, and shall continue to take all action within its power to comply as fully as possible with the terms of this Agreement. Except where the nature of the event shall prevent it from doing so, the party suffering such Force Majeure shall notify the other party in writing within five (5) days after the occurrence of such Force Majeure and shall, in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

BY: _____
KEITH G. BOSMAN, Mayor
Date: _____

BY: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2011, **Keith G. Bosman, Mayor**, and **Michael K. Higgins, City Clerk/Treasurer**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk/Treasurer of said City, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

KABA BUILDING, LLC
A Wisconsin Limited Liability Company

BY: _____
TODD BATTLE, Manager

Date: _____

BY: _____

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2011, **Todd Battle, Manager**, of the **KABA BUILDING, LLC**, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such Manager of said limited liability company, and acknowledged that he executed the foregoing instrument as such officer as the agreement of said limited liability company by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

Exhibit "A"



 Subject Property

NORTH

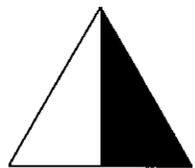
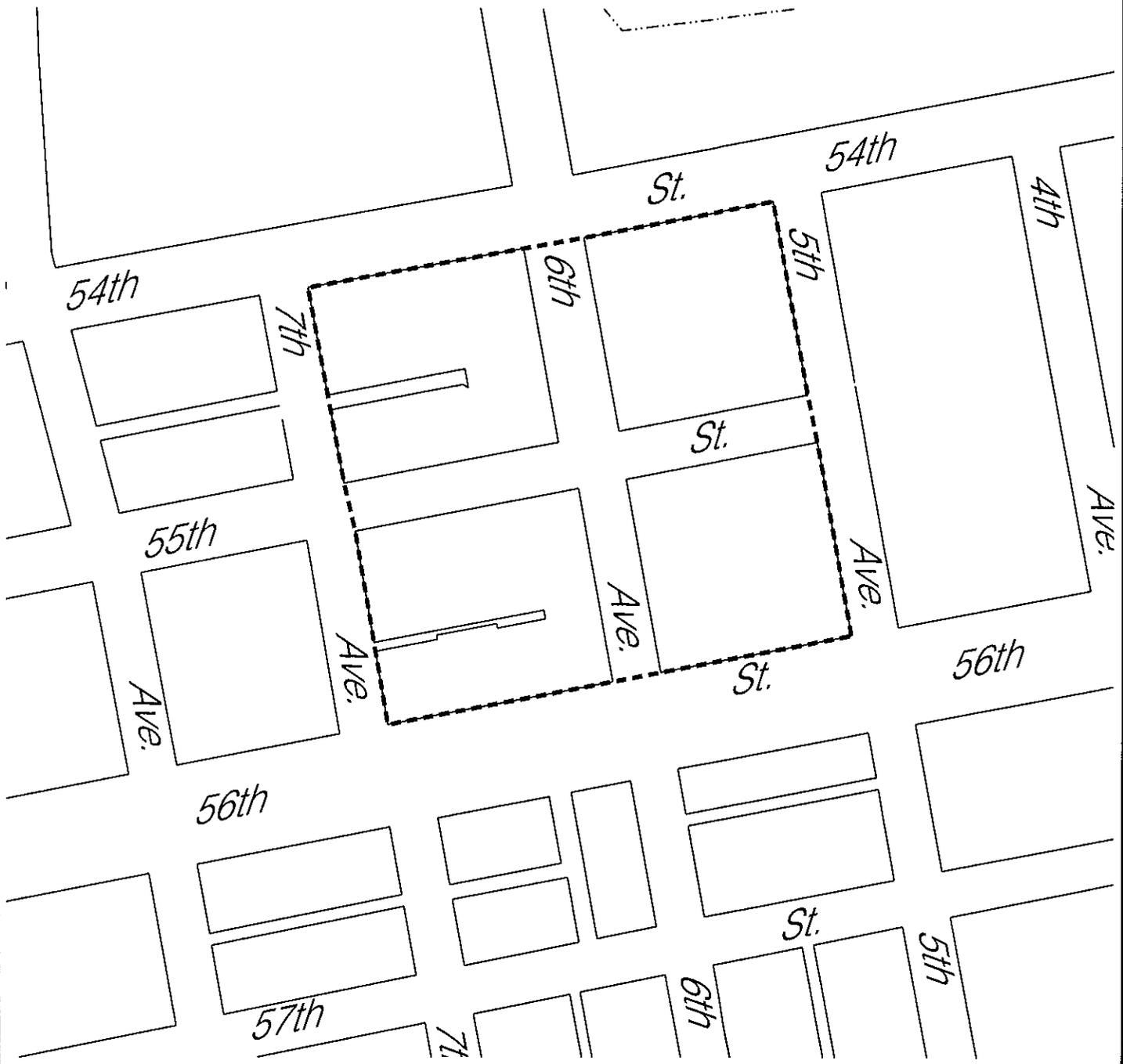
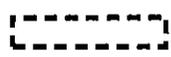
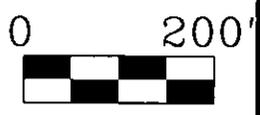
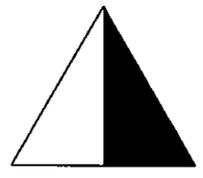


Exhibit "B"



 Replacement Parking Area

NORTH



LEASE LICENSE

By And Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,

And

KABA BUILDING, LLC
A Wisconsin Limited Liability Company

THIS **LICENSE AGREEMENT ("Agreement")**, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as **CITY**, and **KABA BUILDING, LLC**, a limited liability company organized and existing under the laws of the State of Wisconsin, and having its principal office, at the time of **Lease** execution, at 600 52nd Street, Suite 120, Kenosha, Wisconsin 53140, hereinafter referred to as **LESSEEKABA**.

WITNESSETH:

WHEREAS, LESSEEKABA recently purchased the property located at 5500 6th Avenue for the purpose of relocating its business office; and,

WHEREAS, LESSEEKABA is currently renovating the existing building to accommodate additional retail and office tenants; and

WHEREAS, LESSEEKABA has executed a lease agreement with Jockey International for the purpose of establishing a retail outlet at this location; and,

WHEREAS, LESSEEKABA has no on-site parking available for said building and its tenants; and,

WHEREAS, LESSEEKABA desires to **leaseutilize** off-site parking which is currently owned by **CITY** and located across the street ~~to accommodate the building tenants for the purpose of providing parking to its tenants;~~ and,

WHEREAS, CITY ~~owns certain parking lots which it~~ is willing to **leaselicense a portion of its parking lot** to **LESSEEKABA** in order to enable **LESSEEKABA** to provide needed parking for its tenants; and,

WHEREAS, downtown Kenosha is in need of reinvestment due to a decline in tax base and in employment opportunity; and,

WHEREAS, a purpose of this **LeaseAgreement** is to promote the expansion of the base in downtown Kenosha; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the CITY and the LESSEEKABA agree as follows:

ARTICLE 1 – PREMISES

1.1 LAND FOR PARKING LOTS PARKING SPACES. CITY does hereby lease, let and demise to LESSEE the following parcels of land as parking lots: license to KABA for the exclusive use of KABA and/or its tenants during normal business hours the fifteen (15) parking spaces and space for sanitation as depicted on Exhibit A attached hereto and incorporated herein by reference ("PREMISES"). For purposes of this Agreement the larger parking lot in which the PREMISES is located shall be referred to as "Parking Lot".

- ~~Parcel No. 12-223-31-404-001 (portion)~~
- ~~Parcel No. 12-223-31-404-007 (portion)~~
- ~~Parcel No. 12-223-31-404-006~~
- ~~Parcel No. 12-223-31-404-005~~
- ~~Parcel No. 12-223-31-404-004~~

Said parcels (hereinafter "PREMISES") are further described on Exhibit "A", which is attached hereto and incorporated herein by reference. All improvements hereinafter constructed by LESSEE, if any, shall be deemed to be included within the meaning of PREMISES.

1.2 PREMISES "AS IS". LESSEEKABA takes PREMISES under this Lease Agreement in "as is" condition. By executing this Lease Agreement, LESSEEKABA acknowledges that it has inspected PREMISES and has found PREMISES satisfactory for its intended use.

1.3 REDUCTION IN SIZE OF PREMISES. Should CITY, during the term of this lease Agreement, require any portion of leased the PREMISES for expansion of any street, sidewalk, right of way, or future economic development, CITY may so notify LESSEEKABA and the size of PREMISES shall be so reduced with the portion of the parcel(s) PREMISES required by CITY reverting to CITY, and this Lease Agreement with respect to that portion of the parcel(s) PREMISES shall terminate. In the event that any portion of leased PREMISES is so reduced, CITY shall have an obligation to replace the lost parking spaces within the area described on Exhibit "B", referenced in 1.4 of this Lease.

1.4 CITY MAY SUBSTITUTE PARCELS. CITY may, at its sole discretion, substitute parking spaces of equivalent number on any parcel of land, within an area described on Exhibit "B", which is attached hereto and incorporated herein by reference, for any parking spaces on any parcel included in the definition of PREMISES herein, with no change in any other provision of this Lease. Any such substitution shall be upon thirty (30) days advance written notice by CITY to LESSEEKABA. Upon the expiration of said notice period, this Lease Agreement shall be deemed amended as to the description of PREMISES.

ARTICLE 2 – TERM

2.1 TERM. The term of this **LeaseAgreement**, subject to early termination as hereinafter provided, is five (5) years, commencing from the date of lease execution, hereinafter referred to as "TERM".

2.2 OPTION TERMS. **LESSEEKABA** shall have the option to renew this **LeaseAgreement** for three (3) additional five (5) year terms upon the same terms and conditions contained in this **LeaseAgreement** provided **LESSEEKABA** gives **CITY** written notice of **LESSEEKABA's** intention to exercise said option at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the expiration of the term; and provided further that **LESSEEKABA** is not in default, but is in full compliance with all of the terms and provisions of this **LeaseAgreement** at the time of exercise of such option to renew. Notwithstanding the above **CITY** shall have the right, within thirty (30) days of **LESSEEKABA's** notice to exercise its option, to provide **LESSEEKABA** with notice of **CITY's** intent to increase **LESSEEKABA's** rental fee. In the event the parties cannot, within thirty (30) days of **CITY's** notice, agree upon a rental fee either party may terminate this **LeaseAgreement**.

2.3 EARLY TERMINATION. Either party may terminate this **LeaseAgreement** should there be a material breach thereof by the other which is not cured within sixty (60) days time following written notice thereof, and any demand for curative action.

2.4 LESSEEKABA'S RIGHTS UPON LEASE TERMINATION OR EXPIRATION OF AGREEMENT. Upon termination or expiration of this **LeaseAgreement**:

2.4.1 Condition. **LESSEEKABA** shall deliver possession of the **PREMISES** to **CITY** in good condition, ordinary wear and tear excepted.

2.4.2 Improvements. **CITY** shall be entitled to retain all **Improvements** to **PREMISES** made by **LESSEEKABA**.

~~**2.4.3 Personal Property.** **LESSEE** may remove its personal property to which title has not passed to **CITY**, upon the condition that it be responsible for any damage to **PREMISES** occurring in the course of such removal.~~

ARTICLE 3 – CONSIDERATION

3.1 CONSIDERATION. **LESSEEKABA** agrees to pay to **CITY**, for use and occupancy of **PREMISES** for the period commencing from the date of execution of this **LeaseAgreement**, the annual rental fee of One Dollar (\$1.00).

ARTICLE 4 – IMPROVEMENTS

~~**4.1 DEFINITION.** "Improvements" shall mean and include construction, reconstruction, alteration, modification, additions, expansion and replacement of structures and facilities and shall also include landscaping. Improvements shall not include a parking structure which is prohibited under this Lease or **CITY** ordinances.~~

~~4.2 PERMISSION TO IMPROVE PREMISES. LESSEE, at its own cost and expense, may improve PREMISES for use as a parking lot.~~

~~4.3 PLANS AND SPECIFICATIONS. Plans and specifications for the construction of any improvements shall be submitted for review and approval in accordance with CITY ordinances and practices. The CITY shall not unreasonably withhold approval. In the event of disapproval, the CITY shall advise LESSEE, in writing, of the reasons therefor. The CITY may request reasonable modifications of the proposed plans and specifications.~~

~~4.4 CONSTRUCTION LIENS. LESSEE, in making improvements upon PREMISES, shall not grant permission for or permit any liens for labor or materials to attach thereto without the prior, written consent of CITY, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against PREMISES. In order to avoid such liens, LESSEE shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to PREMISES, LESSEE shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow until the lien is discharged.~~

~~Nothing contained herein shall preclude LESSEE or its contractor from, in good faith, defending against claims for labor or material which they believe unwarranted.~~

~~4.5 UNAUTHORIZED IMPROVEMENTS. Should LESSEE make any improvements without prior CITY approval, upon written notice to do so, LESSEE shall remove the same or, at the option of CITY, cause the same to be changed, modified or reconstructed to the satisfaction of CITY. Should LESSEE fail to comply with such notice within thirty (30) days of receipt thereof, or should LESSEE commence to comply therewith and fail to pursue such work diligently to completion, CITY may effect the removal, change, modification or reconstruction thereof, and LESSEE shall pay the cost thereof to CITY, upon demand.~~

~~4.6 RISK OF LOSS. LESSEE assumes the risk of loss or damage to all of the construction of improvements prior to the completion thereof and the risk of loss or damage to all property of CITY arising out of or in connection with the performance of the construction work. In the event of such loss or damage, LESSEE shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of CITY without cost or expense to CITY.~~

~~4.7 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. LESSEE shall require its contractors who construct improvements to indemnify and hold harmless CITY, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on PREMISES arising out of any act or omission involving the construction of improvements by reason of which any person suffers personal injury, death or property loss or damage, provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorney's fees~~

~~caused or resulting from the acts or omissions of CITY, or any of its officers, agents or employees.~~

~~4.8 INSPECTION. CITY shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, but the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or tests.~~

~~4.9 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged by LESSEE or any of its contractors in the performance of any part of the construction work any right of action or claim against CITY, or its officers, agents and employees with respect to any work any of them may do in connection with the construction work.~~

~~Nothing contained herein shall create, or be deemed to create, any relationship between CITY, and any such contractor, architect, supplier, subcontractor or any other person engaged by LESSEE or any of its contractors in the performance of any part of the construction work and CITY shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials purchased in connection with the construction work.~~

ARTICLE 54 - CARE, MAINTENANCE AND REPAIR OF PREMISES

~~54.1 LESSEE'S RESPONSIBILITIES. MAINTENANCE. LESSEECITY shall, at all times, be responsible for the care, maintenance and repair of PREMISES, including all improvements made by LESSEE, whether such work be ordinary, extraordinary, structural or otherwise, arising from any cause, and of any nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. LESSEE shall, at all times:~~

~~(a) Keep PREMISES and improvements and personal property thereon, in a clean, neat and sanitary condition.~~

~~(b) Repair any damage arising from and attributable to the operations of LESSEE to the paving or other surface of PREMISES caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.~~

~~(c) Take measures to prevent erosion, including planting and replanting of grasses on portions of PREMISES not paved or built upon, keep such area free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.~~

~~(d) Maintain and repair all utility lines and equipment placed upon PREMISES by LESSEE.~~

~~(e) Maintain improvements and perform all repair work in accordance with State and CITY laws, rules and regulations.~~

~~(f) Be responsible for painting, decorating, routine maintenance and care of PREMISES including its lawn and landscaping.~~

~~5.2 TIME REQUIREMENTS FOR REPAIRS. LESSEE shall have thirty (30) days from the date on which the condition arose to repair any minor damage to PREMISES and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to PREMISES. As used herein, minor damage shall be damage to PREMISES or improvements which would cost Five Hundred (\$500.00) Dollars or less to repair, and major damage shall be damage to PREMISES or improvements which would cost in excess of Five Hundred (\$500.00) Dollars to repair. LESSEE, for good cause, may request from the CITY an extension of time to complete repairs.~~

~~Notwithstanding the above, emergency repairs shall be conducted by LESSEE as soon as possible when required to preserve the PREMISES.~~

~~4.2 UNAUTHORIZED IMPROVEMENTS. KABA shall not make any improvements without prior CITY approval. Should KABA make any improvements without prior CITY approval, upon written notice to do so, KABA shall remove the same or, at the option of CITY, cause the same to be changed, modified or reconstructed to the satisfaction of CITY. Should KABA fail to comply with such notice within thirty (30) days of receipt thereof, or should KABA commence to comply therewith and fail to pursue such work diligently to completion, CITY may effect the removal, change, modification or reconstruction thereof, and KABA shall pay the cost thereof to CITY, upon demand.~~

~~5.3 DEFAULT BY LESSEE. In the event LESSEE fails to exercise a reasonable degree of care, as circumstances may dictate, with respect to the care, maintenance and repair of PREMISES or improvements within the time provided for, or if no time is provided for, within a period of thirty (30) days following receipt of written notice, to do any such work required by this Lease, or, upon commencement thereof, fails to diligently continue to complete any such work, CITY may, at its option, and in addition to any remedies otherwise available to it, enter PREMISES with reasonable, advance notice if LESSEE is available to receive such notice, without such entering causing or constituting a cancellation of this Lease or an interference with possession of PREMISES, and care for, maintain or repair all or any part of PREMISES or improvements, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to CITY by LESSEE, on demand. Furthermore, should CITY undertake any work hereunder, LESSEE waives any claims for damages, consequential or otherwise, against CITY as a result therefrom, except claims for damages arising from the CITY'S sole negligence.~~

~~The foregoing shall in no way affect or alter the continuing obligations of LESSEE as set forth in this Lease and shall not impose or be construed to impose upon CITY any obligations to care for, maintain or repair PREMISES or improvements.~~

ARTICLE 65 - ACCESS TO PREMISES EXPENSES

~~LESSEE agrees to and shall permit CITY to send its representatives and employees onto PREMISES for the purpose of an inspection thereof. In nonemergency situations, LESSEE shall be provided with reasonable, advance notice of an inspection if~~

~~LESSEE is available to receive such notice~~LESSEE.

KABA shall pay CITY as a common area expense an amount determined by multiplying the ratio of parking spaces constituting the PREMISES to the total parking spaces of the Parking Lot total cost and expense of care, maintenance and repair of the Parking Lot. These costs and expenses shall include, but are not limited to, utility charges (including stormwater utility), lighting, snow removal, striping, planting/maintaining landscaping and surface repair/replacement. Said expenses shall be invoiced by CITY and KABA shall pay said expenses within thirty (30) days of receipt of CITY's statement.

ARTICLE ~~76~~ – SIGNS

LESSEEKABA shall not place or erect any signs on or about PREMISES without the prior, written approval of CITY. Further, any sign shall comply with all applicable CITY ordinances.

ARTICLE ~~87~~ – UTILITIES

LESSEEKABA shall pay for all utilities used on PREMISES. CITY may require all utility pipes, wires and conduits to be underground. LESSEEKABA will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the costs and expense of bringing utility services to the PREMISES to be served.

ARTICLE ~~98~~ - USE OF PREMISES

LESSEEKABA shall occupy and use PREMISES ~~for the following purpose~~ and for no ~~purpose~~ other ~~than a purpose whatsoever~~: parking lots ~~not improved with a parking structure for employees and customers~~. LESSEEKABA may not ~~enter into an agreement to license or permit or lease/rent additional parking in the lot in which the PREMISES is contained, on PREMISES by anyone other than an employee or customer.~~

ARTICLE ~~409~~ – ASSIGNMENT/SUBLEASE

With the prior, written approval of the Common Council of CITY, LESSEEKABA, except as to entities owned and controlled by LESSEEKABA, may assign this LeaseAgreement only to any party which acquires the real estate commonly known as 5500 6th Avenue, Kenosha, Wisconsin. Approval shall not be unreasonably withheld or unduly delayed. ~~LESSEE may not sublease PREMISES~~. An unauthorized assignment ~~or sublease~~ shall render this LeaseAgreement null and void, at the option of CITY.

Any assignment shall be conditioned upon assignee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this LeaseAgreement.

ARTICLE ~~4410~~ - GOVERNMENTAL REQUIREMENTS

~~4410.1~~ LAWS, RULES, REGULATIONS AND OTHERS. LESSEEKABA agrees to observe and obey any and all CITY laws, rules and regulations, as they now exist and as they

may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

410.2 LICENSES, CERTIFICATES AND PERMITS. **LESSEEKABA** shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including CITY, having jurisdiction over PREMISES or over **LESSEEKABA's** operations at PREMISES.

~~41.3 TAXES AND FEES. LESSEE shall pay any and all lawful taxes, license, certification, permit, examination and use fees and excise taxes which may be assessed, levied, exacted or imposed on PREMISES or LESSEE'S operation hereunder, and shall make all applications, reports and returns required in connection therewith LESSEE.~~

~~ARTICLE 12 - QUIET ENJOYMENT~~

~~_____ CITY covenants and agrees, so long as LESSEE shall duly and punctually perform and observe all the terms and conditions hereof, that LESSEE shall peaceably and quietly have, hold and enjoy PREMISES, subject to the right of CITY to inspect PREMISES, and exercise other rights provided and reserved to it herein.~~

ARTICLE 4311 - NATURAL DISASTER

LESSEEKABA'S obligations during the term of the **Lease Agreement** shall neither abate nor be suspended by virtue of any damage to **PREMISES** or improvements resulting from any natural disaster.

ARTICLE 4412 - INTERRUPTION IN USE OR ENJOYMENT

CITY shall not be liable to **LESSEEKABA** for money damages arising out of any interruption in **LESSEEKABA's** use or enjoyment of **PREMISES** by reason of any physical damage to **PREMISES** or improvements, unless such damage is the direct result of an action by a CITY employee or agent performing a duty or task for the CITY, and, in that event, CITY shall be liable only for the costs of repair or reconstruction. The **rental license** fees, in such event, shall not abate, ~~unless PREMISES is damaged to such extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time PREMISES is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty five (365) days multiplied by the total floor surface area of the building or structure.~~

~~ARTICLE 15 - INDEMNITY AND HOLD HARMLESS~~

~~_____ LESSEE does hereby agree that it will, at all times, during the TERM of this Lease, indemnify and hold harmless CITY, and its officers, agents and employees against~~

~~any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on PREMISES or as a result of any operations, works, acts or omission performed on PREMISES by LESSEE, its employees, agents or representatives, or resulting from LESSEE'S failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of PREMISES by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorney's fees caused or resulting from the acts or omissions of CITY, or any of its officers, agents or employees.~~

~~Upon the filing with CITY of a claim for damages arising out of any incident(s) which LESSEE herein agrees to indemnify and hold CITY and others harmless, CITY shall notify LESSEE of such claim, and in the event that LESSEE does not settle or compromise such claim, then the LESSEE shall undertake the legal defense of such claim both on behalf of LESSEE and CITY. It is specifically agreed, however, that CITY, at its own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by LESSEE and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against CITY, or its officers, agents, or employees for any cause for which LESSEE is liable hereunder shall be conclusive against LESSEE as to liability and amount of damages.~~

ARTICLE ~~46~~13 - SANITATION – STORAGE

~~LESSEEKABA shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on PREMISES. The piling of boxes, cartons, drums, cans, parts or other similar items on or about PREMISES is prohibited. LESSEEKABA shall be permitted to locate dumpsters on the PREMISES. LESSEEKABA shall obtain CITY's approval for the location of the dumpster(s). Further, LESSEEKABA shall screen the dumpster(s) and comply with CITY's ordinances, requirements and/or permitting process.~~

LESSEE shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on PREMISES. The disposal of noxious or hazardous materials including, but not limited to, materials identified as hazardous, toxic or dangerous in any applicable Federal, State, or local law on or about PREMISES is prohibited. LESSEE shall be permitted to locate dumpsters on the PREMISES. LESSEE shall obtain CITY's approval for the location of the dumpster(s). Further, LESSEE shall screen the dumpster(s) and comply with CITY's ordinances, requirements and/or permitting process.

ARTICLE ~~47~~14 – BENEFITS

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 1815 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 19—INSURANCE

~~LESSEE shall procure and maintain, during the TERM of this Lease, insurance policies, hereinafter specified, with CITY, and its officers, employees and agents listed as additional insureds in order to protect them. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. LESSEE, prior to executing this Lease, shall furnish CITY with a Certificate of Insurance indicating compliance with the foregoing, including the naming of CITY as an "additional insured", and proof of payment of premium. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the CITY will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, CITY may declare this Lease null and void as of the date no valid insurance policy was in effect.~~

~~Certificates of policy renewals shall be furnished to the CITY throughout the TERM of this Lease. CITY reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing thirty (30) days advance, written notice to LESSEE, and LESSEE shall comply with said request, or be considered in material default of this Lease. Should LESSEE fail to furnish, deliver and maintain such insurance as above provided, CITY may obtain such insurance and charge LESSEE, as an additional rental fee, the cost of such insurance, plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of LESSEE to take out and/or maintain the required insurance shall not relieve LESSEE from any liability under this Lease. The insurance requirement shall not be construed to conflict with the obligations of LESSEE in ARTICLE 15—INDEMNITY AND HOLD HARMLESS.~~

~~The following insurance must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:~~

- ~~Liability Insurance with the following limits:~~
 - ~~a. Commercial General Liability: General Aggregate—Two Million Dollars (\$2,000,000);~~
 - ~~Each Occurrence—Two Million Dollars (\$2,000,000.00).~~
 - ~~b. Automobile Liability:~~
 - ~~Bodily injury per person: Two Million Dollars (\$2,000,000.00);~~
 - ~~Bodily injury per accident: Two Million Dollars (\$2,000,000.00);~~
 - ~~Property damage—Five Hundred Thousand Dollars (\$500,000.00); OR a combined single limit of Two Million Dollars (\$2,000,000.00).~~
 - ~~c. Worker's Compensation statutory limits.~~
 - ~~d. Umbrella Liability:~~
 - ~~Three Million Dollars (\$3,000,000.00) per person;~~
 - ~~Three Million Dollars (\$3,000,000.00) aggregate;~~

ARTICLE ~~20~~16 – NONDISCRIMINATION

LESSEEKABA, as a part of the consideration hereof, does hereby covenant, as a covenant running with the land, and agree that no person shall be subjected to discrimination in the use of **PREMISES** contrary to any Federal, State or CITY law, rule or regulation.

ARTICLE 21 – SNOW REMOVAL

~~LESSEE shall be responsible for removal of snow from PREMISES, for any parcel for which LESSEE has assumed possession and control.~~

ARTICLE ~~22~~17 - FAILURE TO OBSERVE TERMS OF **LEASEAGREEMENT**

Failure on the part of **LESSEEKABA** to ~~pay any of the rent due and owing under the terms of this lease or~~ observe any of the other terms of this **LeaseAgreement** shall be grounds for termination of this Agreement. ~~eviction as provided for under Wisconsin Statutes. In the event of any Lease termination, LESSEE shall have Thirty (30) days after CITY'S written notice of termination to remove its personal property from PREMISES. Prior to termination of this Lease as provided for under this Article, LESSEE shall have the right to appear before the Common Council as a part of the termination process. Prior to any parties taking action to terminate this Agreement, the nonbreaching party shall offer to meet with the breaching party to resolve this issue within thirty (30) days of the date of the written notice of breach. The failure of the breaching party to timely make themselves available for an informal dispute resolution meeting shall be deemed a waiver of this right.~~

ARTICLE ~~23~~18 – INTEGRATION

This **LeaseAgreement** is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE ~~24~~19 – SEVERABILITY

This **LeaseAgreement** shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that it is held to be invalid by any court of competent jurisdiction shall be considered deleted from this **LeaseAgreement**, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice CITY or **LESSEEKABA** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

ARTICLE ~~25~~20 - TIME OF THE ESSENCE

Time is of the essence in each and every provision of this **LeaseAgreement**.

ARTICLE 2621 – APPROVALS

CITY approvals required hereunder shall not be unreasonably withheld.

ARTICLE 2722 – NOTICE

Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to **CITY:** City Clerk/Treasurer,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140;

With a copy to: Office of the City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

If to **KABA Building, LLC:** Todd Battle, Manager
KABA Building, LLC
600 52nd Street, Suite 120
Kenosha, Wisconsin 53140

ARTICLE 2823 – AUTHORITY

CITY enters into this Lease by authorization of action taken by the action taken by the Common Council on the _____ day of May, 2011.

LESSEEKABA represents that its signatories have authority to execute this Lease Agreement on its behalf and that all required procedures in this regard, if any, have been satisfied.

ARTICLE 2924 - FORCE MAJEURE

The failure or delay of any party to this Agreement to perform any obligation under this Agreement solely by reason of acts of God, acts of government, riots, wars, terrorism, civil insurrection or other acts of violence, embargoes, strikes, lockout, violent demonstrations, accidents in transportation, port congestion, or other unforeseeable causes beyond its reasonable control ("Force Majeure") shall not be deemed to be a breach of this Agreement; provided, however, that the party so prevented from complying with this Agreement shall not have procured such Force Majeure, shall have used reasonable diligence to avoid such Force Majeure and ameliorate its effects, and shall continue to take all action within its power to comply as fully as possible with the terms of this Agreement. Except where the nature of the event shall prevent it from doing so, the party suffering such Force Majeure shall notify

the other party in writing within five (5) days after the occurrence of such Force Majeure and shall, in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.

~~ARTICLE 30 – INFORMAL DISPUTE RESOLUTION~~

~~Prior to any parties taking action to terminate this Lease for reason of breach of the other party, the nonbreaching party shall offer to meet with the breaching party to resolve this issue within thirty (30) days of the date of the written notice of breach. The failure of the breaching party to timely make themselves available for an informal dispute resolution meeting shall be deemed a waiver of this right.~~

KABA BUILDING, LLC
A Wisconsin Limited Liability Company

BY: _____
TODD BATTLE, Manager

Date: _____

BY: _____

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

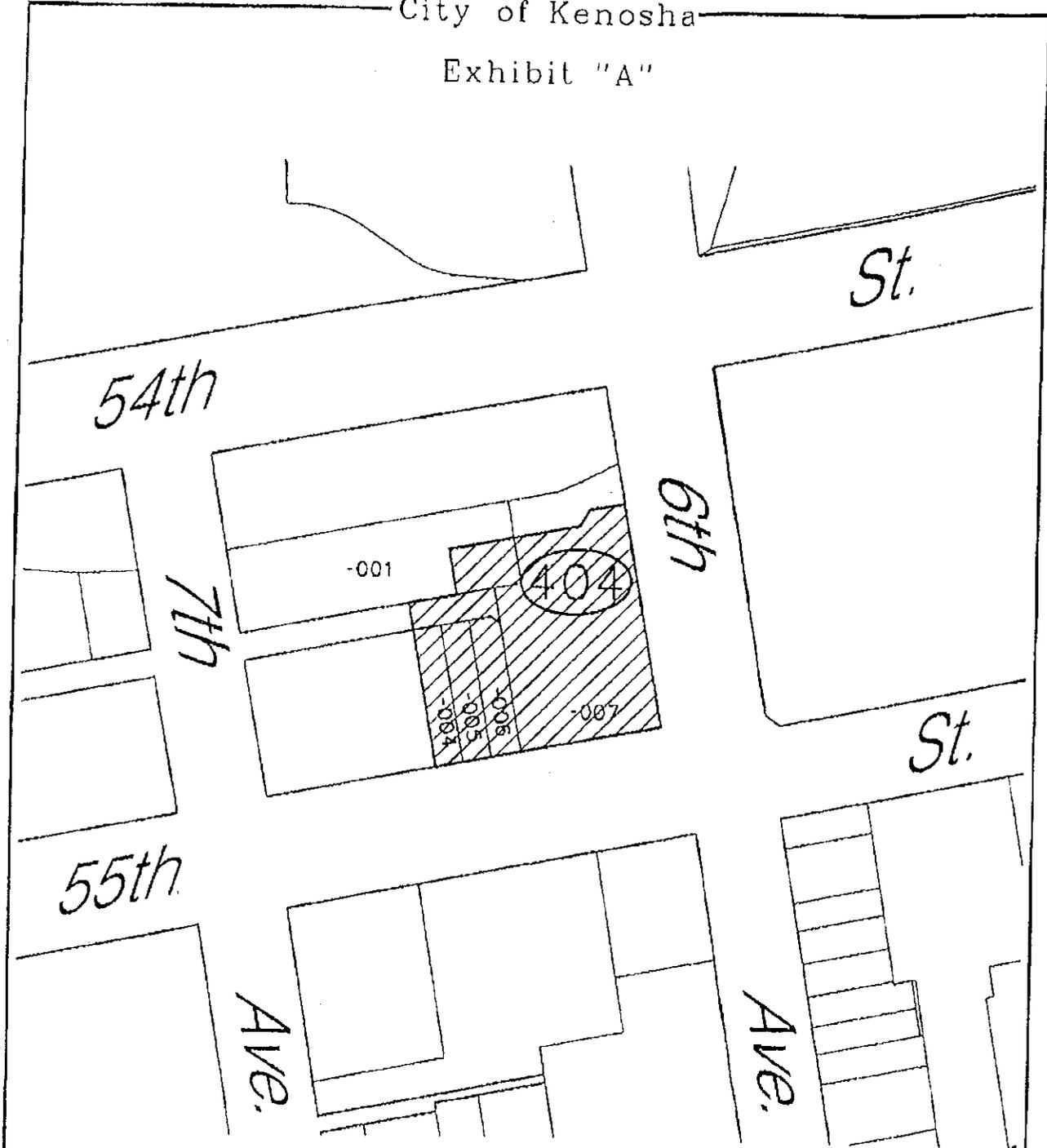
Personally came before me this _____ day of _____, 2011, **Todd Battle, Manager**, of the **KABA BUILDING, LLC**, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such Manager of said limited liability company, and acknowledged that he executed the foregoing instrument as such officer as the agreement of said limited liability company by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

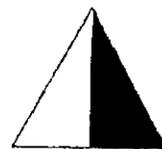
City of Kenosha

Exhibit "A"



 Subject Property

NORTH



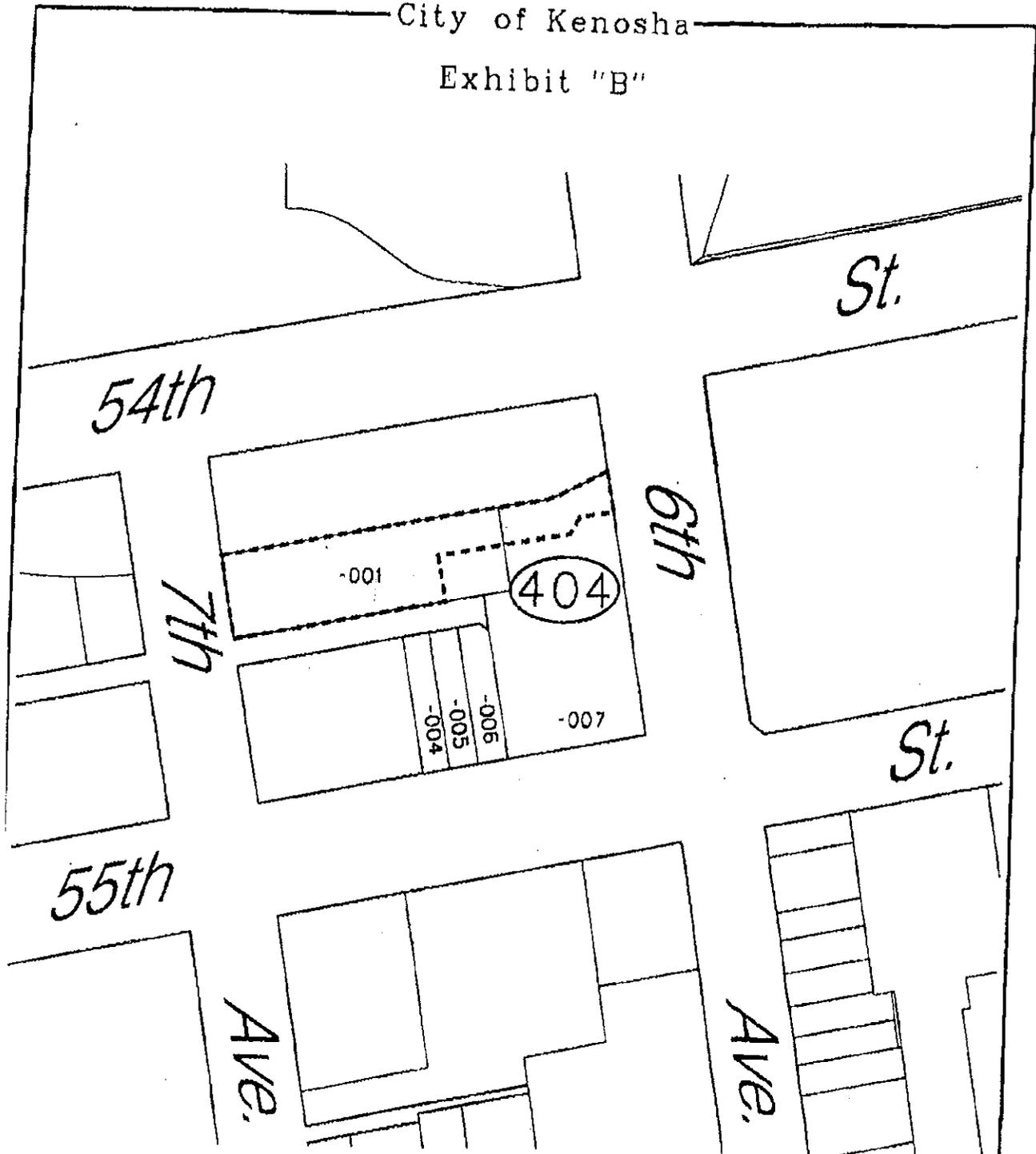
0 100'



Finance Agenda #4

City of Kenosha

Exhibit "B"



Replacement Parking Area
Finance Agenda #4

NORTH



0 100'



MASTER SERVICES AGREEMENT

This Agreement for ERP Selection Services (this “**Agreement**”) is entered into as of this 23 day of May, 2011, between The City of Kenosha, WI, a municipal corporation, having its offices at 625 52nd Street, Kenosha, WI 53140 (the “**Government**”) and the Government Finance Officers Association of the United States and Canada, an Illinois not-for-profit corporation, having its offices at 203 North LaSalle Street, Suite 2700, Chicago, Illinois 60601 (“**Consultant**” or “**GFOA**”).

RECITALS

WHEREAS, the Government desires to hire Consultant to perform certain services and Consultant is willing to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT

I. DEFINITIONS

- A. “**Project Manager**” shall mean David Melbye, Consulting Solutions Manager, GFOA.
- B. “**Contract Administrator**” shall mean Frank J. Pacetti, the City Administrator

II. TERM

This Agreement shall become effective as of May 16, 2011, and shall remain in effect until all Services (as defined below) are performed by Consultant or December 31, 2012, whichever occurs first, unless sooner terminated as provided in this Agreement.

III. SERVICES

- A. General Scope: Consultant shall perform the work and services as described in Exhibit A, which is hereby made a part of this Agreement (all such services and work performed hereunder is collectively referred to herein as the “**Services**”).

- B. Standard of Work: The performance of the Services pursuant to the terms of this Agreement shall conform to high professional standards in the field of public finance. Consultant shall use reasonable efforts to formulate opinions and create information upon which the Government may rely. The substance of such opinions and information, however, is not guaranteed by Consultant to be free from omission or errors except insofar as such errors or omissions occur as a result of gross negligence or willful misconduct by Consultant.
- C. Compliance with Applicable Law: Consultant shall perform the Services under this Agreement in compliance with all applicable laws, ordinances and regulations.
- D. Location: Consultant shall provide the Services to the Government at one or more locations mutually agreed upon by the Contract Administrator and Project Manager, or other officer of GFOA.
- E. Oversight: All work shall be overseen by the Project Manager named herein, or other person employed by GFOA that is acceptable to Government.

IV. RELATIONSHIP OF PARTIES

- A. Independent Contractor: Consultant is an independent contractor and shall not be deemed a partner or agent of or joint venturer with the Government. The employees and agents of Consultant who will be involved in the performance of the Services shall not be deemed the employees or agents of the Government. Neither party shall have any right, power or authority to create any contract or obligation on behalf of, or binding upon, the other party, without the prior written consent of such other party.
- B. No Interest: Consultant hereby acknowledges that it (i) has no personal or financial interest in the project requiring the performance of the Services other than the fee it is to receive under this Agreement; (ii) shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services hereunder; and (iii) does not and will not employ or engage any person with a personal or financial interest in the project requiring the Services under this Agreement.

V. PUBLICATIONS

As an educational, nonprofit, professional membership association, Consultant reserves the right to publish non-confidential documents describing the results of, or created during, the Services performed under this Agreement. Consultant will not publish any item with the name of the Government without obtaining the prior written consent of the Government.

VI. PROPRIETARY ITEMS

All work product produced as a result of the Services provided hereunder shall be the property of the Government; however, Consultant's methodologies (e.g., surveys, reference databases) that it has developed before and during this engagement are the property of Consultant (collectively, and together with any Consultant proprietary assessment tools, the "**GFOA Intellectual Property**"). In particular, in the course of performance hereunder, Consultant may use (and may authorize the Government's personnel to use) certain GFOA Intellectual Property to assist in engagement completion. The Government shall not have or obtain any right or title to or interest in such GFOA Intellectual Property (or in any modifications or enhancements thereto). Consultant makes no express or implied warranties of any kind regarding the GFOA Intellectual Property.

VII. COMPENSATION OF CONSULTANT

The Consultant shall be paid on the basis of a firm fixed price of \$149,460 for Phases I, II and III, and on the basis of actual time spent providing Services for Phase IV (Contract Negotiations). The fixed price and Consultant's hourly billing rate are set forth in Exhibit A. Payment shall be made by the Government to Consultant on the basis of Services and the work product rendered as shown in Exhibit A, following the Government's receipt of an invoice, which invoice shall be due within thirty (30) days of the date thereof (the "**Payment Date**").

Invoices shall be mailed to:

Mr. Frank J. Pacetti
City Administrator
City of Kenosha
625 52nd Street
Room 300
Kenosha, WI 53140

VIII. INSURANCE

A. Consultant agrees to procure and maintain in effect during the term of this Agreement insurance policies in the amount and with the type of coverage shown below:

1. Workers Compensation insurance in the form and amount required by applicable law(s).
2. Commercial General Liability insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or combined single-limit bodily injury and property damage, with no deductible.
3. Motor Vehicle Liability, including No-Fault coverage, with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include all non-owned vehicles, and all hired vehicles.
4. Professional Liability, with limits of liability of \$3,000,000 per claim and policy aggregate.

B. Certificate of Insurance: The insurance coverages listed above shall be verified by a Certificate of Insurance issued to the Government and shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder.

C. Government to be named as an additional insured. Contractor shall provide Government with a copy of the endorsement.

IX. INDEMNIFICATION; LIMITATION ON LIABILITY

- A. Mutual Indemnification: Subject to any limitation set forth below in Clause B, each party (the “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other party (the “**Indemnified Party**”) and its respective officers, directors, employees and agents against any and all actions, controversies, demands, suits, proceedings, claims, causes of action, liabilities, losses, costs, interest, penalties, demands, expenses and damages of any kind whatsoever (including reasonable attorneys' fees and costs incurred in connection with the arbitration or resolution of any dispute as set forth herein) (collectively, “**Losses**”) related to or arising, directly or indirectly, from any claims of third parties against an Indemnified Party arising out of the acts or omissions of the Indemnifying Party or any of its employees and/or agents.

B. Limitation of Liability: Consultant’s liability for any matter arising under this Agreement or from any transaction contemplated herein, including without limitation the provision of the Services, shall not exceed the actual amount paid by an insurer as a result of any claim made with respect to such matter under Consultant’s insurance policies as set forth in Section VIII (the “**Liability Cap**”). The Government acknowledges that the Liability Cap is a material term upon which Consultant has relied in entering into this Agreement and that Consultant would not have entered into this Agreement in the absence of such provision. Consultant’s liability will not be affected by any deductible amounts contained in the policies described in Section VIII.

X. ACCEPTANCE AND RELEASE

The Government shall be deemed to have accepted all Services in a given Phase and the work product resulting therefrom upon the earlier to occur of: (i) the Government’s payment of the invoice received from Consultant in respect of the Services; or (ii) the Payment Date; *provided, that* prior to such date the Government did not provide written notice to Consultant that it believes Consultant has breached this Agreement. Upon such acceptance, the Government shall be deemed to have released Consultant from any liability resulting from such phase of the Services.

XI. DISCLAIMER

The Government hereby acknowledges that (i) Consultant is not the software provider or systems integrator, (ii) Consultant’s role is to provide information, analysis and advisory services, and (iii) the decision on a software and services vendor is solely that of the Government. Accordingly, the Government agrees that Consultant shall bear no responsibility and shall incur no liability with respect to the performance or provision of the software, hardware, or implementation services.

XII. NONDISCRIMINATION

The Consultant agrees to comply with the nondiscrimination provisions of all applicable laws and to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner that provides equal employment opportunity and tends to eliminate any inequality based upon race, national origin or sex.

XIII. TERMINATION OF AGREEMENT AND RIGHTS UPON TERMINATION

A. Termination without Cause: Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

- B. Termination for Cause: Either party may immediately terminate this Agreement in the event that (i) the other party seeks protection under the bankruptcy laws (other than as a creditor) or (ii) any assignment is made for the benefit of creditors or a trustee is appointed for all or any portion of such other party's assets.

- C. Effect of Termination: If the Services are terminated under this Section XIII, (i) Consultant shall provide to the Government all work product completed through the date of termination, (ii) each party shall return to the other party any and all Confidential Information of the other party and all other information, data, software, documentation or equipment in its possession or control which the other party has supplied to such party, and (iii) the Government shall pay Consultant all fees charged through the date of termination on a time and materials basis using rates shown in Exhibit A.

- D. Survival: The provisions of Sections V, VI, IX, X, XI, and XIII, and any definitions provided herein for purposes of aiding in the interpretation of this Agreement, shall survive any termination of this Agreement.

XIV. OBLIGATIONS OF THE GOVERNMENT

- A. The Government agrees to give Consultant access to staff and the Government owned properties as required to perform the Services under the Agreement, provided, however, that Government reserves the right to prohibit access to any area or property that Government's officials determine in the sole exercise of their discretion presents a safety concern.

- B. The Government shall immediately notify Consultant in writing of any defects in the Services upon the Government's actual notice of the same.

XV. ASSIGNMENT

Neither party may assign or transfer any of its rights or obligations under this Agreement without obtaining the prior written consent of the other party.

XVI. DISPUTES

In the event of any dispute between the parties arising from this Agreement or the Services provided hereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute to a senior representative of such party, and such senior representatives shall use good faith efforts to resolve the dispute between them. If such senior representatives are unable to resolve the dispute, such dispute shall then be decided by arbitration pursuant to procedures jointly agreed upon by the Government and Consultant. Consultant and the Government shall make good faith efforts to resolve any and all disputes as quickly as possible.

XVII. NOTICE

All notices, submissions, consents, and other communications required or permitted under this Agreement shall be in writing and sent via overnight carrier, first class mail, postage prepaid, or transmitted via facsimile or electronically, with confirmation of such transmission, to the Administering Department, care of the Contract Administrator or to the Project Manager, as the case may be, at the address stated in this Agreement or such other address or facsimile number as either party may designate by prior written notice to the other.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof; supersedes any and all prior agreements, proposals, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written, relating to the subject matter hereof; and shall be binding upon the parties' respective successors and permitted assigns.

XIX. AMENDMENTS

Any modifications to this Agreement shall be made only in writing, signed by the duly authorized representatives of both parties, and a copy shall be attached to the original Agreement.

XX. SEVERABILITY OF PROVISIONS

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable, then such part shall be severed from the remainder of this Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

XXI. CHOICE OF LAW

This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Wisconsin.

XXII. INTERPRETATION

The headings included in this Agreement are for convenience or reference only, and shall not be considered in the construction hereof. The singular number shall include the plural and vice versa. All uses of the word “including” herein shall, unless otherwise indicated, be interpreted to mean “including, but not limited to.”

XXIII. WAIVER

No failure on the part of either party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

XXIV. COUNTERPARTS

This Agreement may be executed in counterparts, each of which taken together shall constitute one single agreement between the parties.



By the signatures of their duly authorized representatives below, Consultant and the Government, intending to be legally bound, agree to all of the provisions of this Agreement, including any and all Exhibits attached hereto.

**GOVERNMENT FINANCE OFFICERS [THE GOVERNMENT]
ASSOCIATION**

BY:	_____	BY:	_____
PRINT	NAME:	PRINT	NAME:
_____	_____	_____	_____
PRINT	TITLE:	PRINT	TITLE:
_____	_____	_____	_____
DATE: _____		DATE: _____	

EXHIBIT A

PROPOSAL TO:

CITY OF KENOSHA, WI

FOR:

ERP SELECTION SERVICES



**Research and
Consulting Center**

**Government Finance Officers Association
(GFOA)**

April 27, 2011

Note: *This proposal and description of GFOA methodologies is for the City of Kenosha, WI only. All information herein is confidential and proprietary to GFOA. Upon request by GFOA, all materials submitted as part of this proposal must be returned or destroyed*

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The Research and Consulting Center
Government Finance Officers Association

April 27, 2011

Mr. Frank Pacetti
Ms. Carol Stancato
City of Kenosha
625 52nd Street
Room 300
Kenosha, WI 53140

Dear Frank and Carol:

The Government Finance Officers Association (GFOA) is pleased to present this proposal to the City of Kenosha.

Like many of our local government clients, the City of Kenosha currently uses a legacy system that is nearing the end of its useful life, and no longer meets the City's needs in a cost-effective manner. The City believes that there may be software alternatives that better fit its needs, and is seeking assistance in defining requirements and investigating the marketplace for a model that is cost-effective as well as a good functional and technical fit for the City.

As the leading provider of public sector consulting services in the US, GFOA is poised to assist the City through development of requirements, system selection assistance and contract negotiations as well as other optional services and phases. GFOA will provide an appropriate timeline for assessment and procurement activities and work with the selected solution to determine implementation milestones and go-live activities.

We very much look forward to the opportunity to work with you on this project. If there are any questions, please contact: Dave Melbye, Consulting Solutions Manager, at (312) 890-8523, or dmelbye@gfoa.org.

Sincerely,



Anne Spray Kinney
Director, Research and Consulting Center
Government Finance Officers Association
203 N. LaSalle Street, Suite 2700
Chicago, IL 60601
Phone: (312) 977-9700
Email: akinney@gfoa.org



Section B Project Summary

Project Overview

Like many governments, the City of Kenosha is discovering that its current operational systems are no longer supporting its needs cost-effectively. In a difficult budgetary climate, efficient processes supported by flexible technology solutions are a necessity, and so the City is beginning the process of investigating process improvement and technology alternatives.

GFOA proposes to assist the City by assessing its needs relative to its current operational environment and future vision. Then, GFOA works to develop detailed requirements and an RFP for software and implementation services. GFOA brings its objectivity and experience to bear during vendor selection as well, although the final vendor decisions are the City's. Finally, GFOA leverages its membership to help reach the most favorable contract terms possible.

Project Goals

An assessment, RFP, and contract are certainly milestones and important deliverables, but GFOA understands that they are not the end product of the project itself. Rather, the City is working towards an operational solution that will improve efficiency and productivity, and generate value for its employees, constituents, and business partners. As a result, GFOA is continually focused on alignment of the project with the City's goals and objectives. And as a not-for-profit organization, we are committed only to your success – not a bottom line or shareholder expectations.

The City may wish to increase its chance for success through additional education and training on ERP systems, more detailed process analysis work, and increased communications throughout the selection and implementation. The first phase of our project plan has been expanded to accommodate that potential.

Project Plan

Understanding that no two governments are the same, GFOA's procurement methodology relies on principles of fairness, attention to detail, and competition, yet remains flexible to adapt to local procurement laws or other unique situations.

GFOA's procurement methodology was first designed over 12 years ago, and is continually enhanced based on experience and feedback from successful projects at over 250 local governments across the United States and Canada. Additionally, GFOA stays abreast of the latest market developments in the software industry to ensure that our methodology stays current. As a result, the City of Kenosha can be assured that our approach will facilitate the selection and successful contract negotiation with a qualified firm. That success sets the stage for what will become a successful implementation and achievement of the City's business outcome goals.

Our approach begins with a kickoff and visioning workshop to establish objectives, ensure alignment with City strategy and objectives, and to set expectations. We then conduct a needs assessment and process mapping step to assess the impact of ERP on the organization, and to define functional scope. We then proceed to develop detailed requirements and build an RFP, as well as develop a change management strategy that will be critical to ensuring a successful implementation. GFOA facilitates a detailed vendor selection process next, and then leverages its

considerable experience to negotiate contracts and a statement of work on your behalf. These detailed procurement activities are discussed more thoroughly in Section C of this proposal.

In the cost section of this proposal, the City will see where changing scope or shifting responsibilities can reduce the cost of the project. We look forward to discussing our proposal with you, and adding the City of Kenosha to our growing list of clients.



Section C Company Description & Capability

The Government Finance Officers Association (GFOA) is the premiere association for public sector finance professionals in the United States and Canada. Founded in 1906, GFOA currently has over 17,500 members that look to GFOA as the gold standard for identifying, developing, and communicating leading practices in government management.

As a non-profit organization, GFOA's mission is to enhance and promote the professional management of governments for the public benefit. GFOA accomplishes this mission by identifying and developing financial policies and practices and promoting them through education, training and leadership.

GFOA's Research and Consulting Center (RCC) is nationally recognized for its comprehensive analytical and advisory services, as well as for research on issues specific to state and local governments' financial management. Since beginning operations in 1977, the RCC has assisted hundreds of cities, counties, public utilities; and other forms of government to create best practice solutions to meet their unique challenges.

Our highly skilled staff delivers practitioner focused services that leverage the GFOA member network, lessons learned from past research and consulting experience, and the individual consultant's public sector background. Specialties within our group include public sector technology consulting, process improvement and change management, long-term financial planning, budgeting and performance management, and other areas. We anticipate no difficulties in providing the services of this engagement with experienced technology consulting staff for the City. Resumes of proposed staff are included in Section 3 of this proposal.

GFOA has been providing needs assessment, requirements definition and software selection services in the public sector for more than twelve years. As a non-profit membership organization, we have no affiliation with any software or hardware vendors, and serve as a completely independent agent for our clients. Relevant clients include Sonoma County, CA, the City of Santa Ana, CA, the California Administrative Office of the Courts, the City of Springfield, IL, the City of Cape Coral, FL, the City/County of San Francisco, and many others.

GFOA's offices are located in Chicago, IL, and Washington, D.C. All staffing for this project will come from our Chicago office, which is headed by our Executive Director, Jeff Esser. Anne Spray Kinney is the Director of the Research and Consulting Center, and will be the principal executive in charge of this project.

GFOA Experience with Technology Consulting

GFOA's technology consulting practice was formed in 1998 to respond to GFOA members' need for objective, independent guidance on procurement and implementation of ERP systems in advance of Y2K. As a non-profit membership organization, we have no affiliation with any software or hardware vendors, and serve as a completely independent agent for our clients.

Over the past twelve years, GFOA’s technology consulting practice has grown to become the market leader in assisting local governments through the process of assessing current systems, developing RFPs and requirements for procurement of new systems, and providing detailed analysis and contract negotiation assistance to protect the best interests of governments and help reduce implementation risk. Since 1998, GFOA has assisted over 250 cities, counties, school districts, and special district governments with their ERP projects. With this experience, GFOA is able to take advantage and pass on lessons learned and best practices from past clients to current ones. While over time, GFOA’s approach has evolved and the scope of each project is slightly different, GFOA’s professionalism, attention to detail, objective advice, and ability to represent the best interests of our client are constant.

To assist local governments with assessment of their current administrative systems, prepare governments to procure new systems, or conduct reviews post-implementation to ensure governments are realizing maximum value from their ERP implementation, GFOA offers multiple services that each can be tailored to meet a government’s unique needs. Specific services include:

Needs Assessment: GFOA consultants work with governments to identify future business objectives, and then assess current administrative systems to identify unmet needs. GFOA’s needs assessment report then provides an analysis of feasible alternatives and provides a recommendation on the most appropriate solution given consideration of all potential decision factors.

Process Mapping and Analysis: Mapping current as-is processes allows governments to fully understand their processes leading to the identification of improvement opportunities. Analysis of process maps also leads into development of change management strategies, and provides the foundation for process change that will be incorporated with new technology.

Business Case: GFOA’s business case methodology works to make the case for an ERP solution by considering a government’s aspirations and unmet needs. GFOA combines its knowledge of the ERP market with real-world public sector experience to explore potential improvement opportunities

Change Management Assistance: GFOA recognizes that the success of any large enterprise project depends on the ability to adapt to the changes that technology brings to both business process and organizational culture. We assist our clients with the development of a change management strategy and action plan that addresses challenges in building a change management team, communications strategy, and support for the people side of the project.

System Requirements Development: Functional requirements serve three main purposes in a GFOA engagement 1) communicate the desired scope and functionality to software vendors 2) allow for easy comparison between vendors and 3) serve as a warranty after implementation. Requirements are developed using a streamlined process that takes advantage of GFOA’s vast experience.



RFP Development: GFOA prepares RFP’s for software and implementation services that allow for easy comparison between vendors. As part of the RFP process, GFOA facilitates sessions with government leaders to identify goals and define success for the project.

System Selection: GFOA guides governments through the selection process and assists with identifying risks and potential issues so the government has the confidence to make decisions. In addition, GFOA helps document and incorporate issues in a statement of work with the selected vendor.

Contract Negotiation: GFOA has successfully negotiated with all major software vendors and is able to use that experience to achieve significant costs savings and favorable contract terms for its clients. Often cost savings exceed the total cost of GFOA services

Implementation Advisory Services: GFOA does not implement software, but can be involved in quality assurance, deliverable review, project management assistance, and change management to ensure governments are successful with their ERP implementation

Post Project Review: GFOA also conducts limited scope reviews post-implementation to help governments maximize the value of their ERP investment. Post project reviews regularly leverage GFOA's member network and involve benchmarking research.

GFOA Research and Consulting Products and Services

GFOA's Research and Consulting Center provides many services to members and other government managers in addition to consulting services. The same consultants who regularly advise clients also work to research and write white papers and journal articles, author and edit publications, conduct training, coordinate GFOA's annual conference, and staff recommended practice committees.

The GFOA Advantage

Independent analysis – As a non-profit membership organization, we have no affiliation with any software or hardware vendors, and serve as a completely independent agent for our clients.

Government-focused – GFOA only works with governments. Improving government management and practices is not a focus area, it's our only area.

Staff expertise – We understand governments. Ninety percent of our staff have relevant prior experience as practitioners working in the public sector

Best practices – GFOA is a nationally-recognized leader in identifying and promoting best practices in government.

GFOA will bring to this project its reputation as an exemplar in governmental finance. Its position as the leading source of information for public sector financial management requires that GFOA staff and recommendations are subject to the most stringent ethical, financial, and managerial standards for the public benefit. As a not-for-profit membership association, our mission-driven orientation means that we share common goals with our clients and are able to place your government's success above all else.



Section D Project Description and Detailed Approach

Task 1 - Project Organization

This task includes several activities that have the following objectives:

- Build the project management tools that will be needed to successfully manage the assessment and selection effort
- Ensure alignment of the project with organizational goals, including an assessment of phased procurement alternatives
- Provide information and education to stakeholders on ERP systems (technology, marketplace, implementation guidelines, etc.)
- Organize and conduct a kickoff event to announce the project to staff, demonstrate executive commitment, and address any staff concerns at the outset of the assessment and selection effort.

These activities are described below. Each jurisdiction that GFOA consults with has a unique culture and environment, and we will work with you initially to understand who the stakeholders are for each of these activities. At that point, additional detailed planning can occur so that each activity provides the highest value for the City.

Task 1.1 - Project Planning

We will work the City's designated project manager to craft a detailed project plan that highlights tasks, assigned resources, and target dates. This plan will be used to measure progress and as a reporting tool for the project steering committee or other governing body. Other project management tools such as an issues list, deliverable and milestone schedules, and other documents will be developed during this first week as well.

Task 1.2 - ERP 101

GFOA will conduct a one to two hour presentation called "ERP 101" that introduces ERP concepts and themes to staff and stakeholders who are unfamiliar with ERP technology. Topics covered include a comparison to legacy systems, description of functionality and how ERP systems work, an overview of selection and implementation, deployment options, marketplace analysis, and other related areas as needed. GFOA typically conducts this presentation at least twice to ensure that as many stakeholders as possible can attend.

Task 1.3 - Executive Visioning

GFOA will facilitate a visioning session with key executives and stakeholders. This visioning session helps ensure that the project team and all City staff understand exactly why the project is

being pursued and what the goals, objectives and desired outcomes are. This session is also used to prioritize business drivers and goals so that there is strong alignment between the project team’s activities and the City’s overall objectives. This is an extremely important step, as alignment of organizational and project objectives are one of the key success factors for any ERP project.

Some governments have had success phasing their RFP’s and implementation in cases where there is significant scope beyond core ERP functions. For example, business licensing and community development processes are business functions that might be supported by third party software that integrates with the ERP system. One of the possible paths for the City is to defer such functions to a separate RFP that is issued after core functionality (Financials, HR/Payroll) start to go live. Other governments have chosen to issue a single RFP for all identified scope items and then make determinations about implementation once a vendor has been chosen. GFOA is prepared to facilitate this type of discussion with the City to ensure that your best interests are reflected in your interactions with the marketplace.

Task 1 – Key Deliverables	City Resources	Staff Hours (Per Resource)
1) Project Planning		
Deliverable: Project Plan and Project Management Documents	Project Manager	2-4
2) ERP 101		
Deliverable: ERP 101 sessions	Project Manager Steering Committee Other stakeholders	2
3) Executive Visioning		
Deliverable: Executive Visioning session	Key Executives	2-4

Resource Requirements and Timeframes

Task 1 will likely require one to two weeks, although if scheduling becomes an issue, this task could be as long as a month in duration.

Task 2 - Needs Assessment and Process Mapping

In this task, GFOA works with the City to first evaluate the current environment and needs at a system or business function level (e.g. procurement, accounts payable, payroll), and then drive down to specific operational processes (e.g. creating a purchase order, processing vendor invoices, time sheet approval).

The goal of this task is to build a detailed picture of the City's specific scope in preparation for developing an RFP. That picture results from an in-depth description and analysis of key operational processes that occurs in this task.

Task 2.1 – Needs Assessment

GFOA will work with the City to document and evaluate its needs in Financial, HR/Payroll, Budgeting, Procurement, and related areas, and evaluate the current systems and processes themselves. We will identify functional, technical, and organizational requirements for a new system, and prioritize those requirements utilizing significant staff input. We will also identify process improvement opportunities that could result in efficiency and productivity gains. The specific approach and methodology that GFOA will utilize is based on the activities described below.

GFOA will begin by surveying and conduct interviews with stakeholders/staff within the project scope in order to:

- (a)** Identify the current systems and applications being used to support City financial processes – this analysis also includes identifying side or shadow systems that are typically used and maintained outside of the main “system of record”
- (b)** Ascertain the major strengths/weaknesses of the current system(s) – including brief discussions about the processes associated with each of the major systems to ascertain whether deficiencies (and inefficiencies in providing service to constituents) exist due to technology (e.g. systems), process design, or policy and procedure limitations;
- (c)** Identify the major functionality needs of the City; and
- (d)** Determine the extent to which those needs are being met by the current system(s), as well as how they may be met by an enterprise system.

GFOA will conduct observations of the current system to clarify and validate information obtained through surveys and interviews. Further, GFOA will develop an inventory of stand alone/shadow systems (e.g., manual processes, spreadsheets, databases, and/or third-party software packages) that are used for the functionality within the scope of this project.

The output of this task will be an assessment of the ability of the current environment to meet the City's operational needs. This will become the first part of the final needs assessment report in Task 2.3.

Task 2.2 – Process Mapping

Overview

Business process mapping provides an important bridge between the higher level needs assessment (as described in Task 2.1) and the detailed requirements that will eventually be described in an RFP. As you will see in the examples in this section, process mapping is a resource-intensive activity, and GFOA strives to balance the time and expense required for mapping with the value added for the City and for the RFP development process.

Two important planning activities are required to ensure success of the mapping effort. First, an inventory of processes to map must be developed and agreed upon. Again, GFOA will make recommendations based on its experience, but the City will have the ability to expand that list if it chooses. Pricing information for additional mapping work is described in the cost section of this proposal.

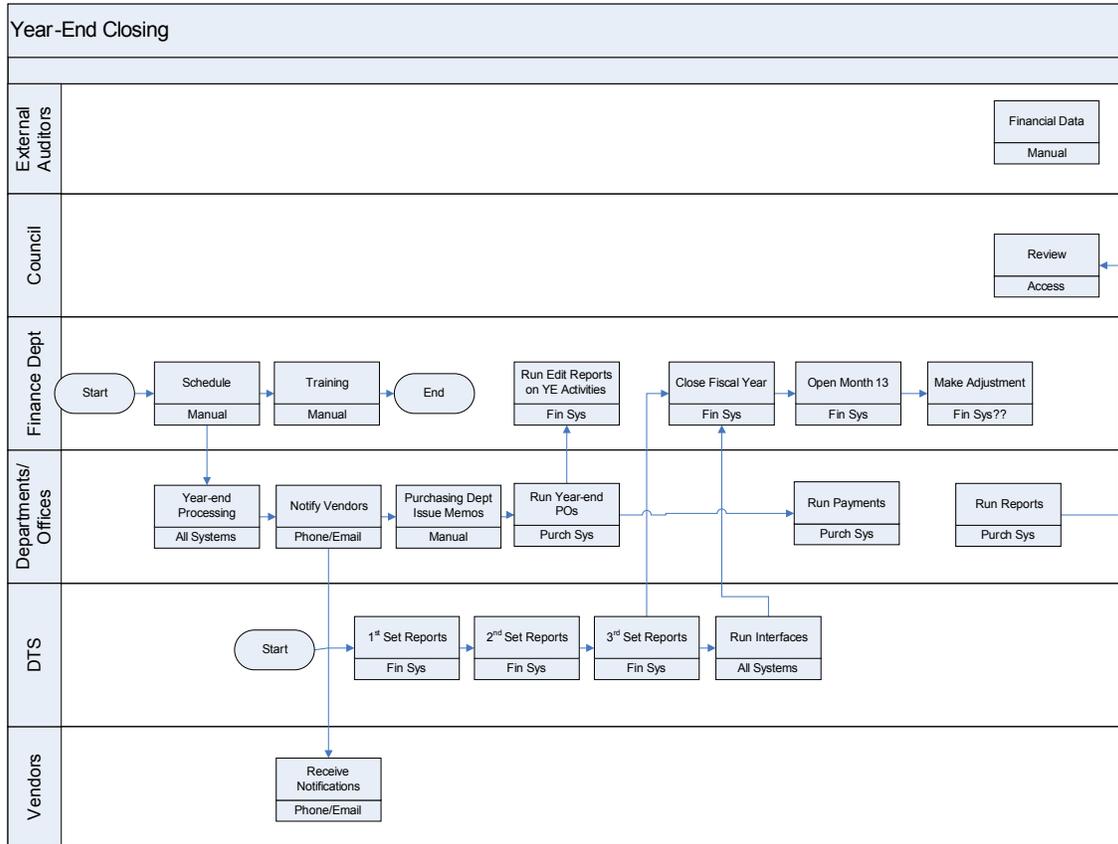
The second planning step involves identifying stakeholders for each process to be mapped and inviting them to the facilitated work group session. GFOA conducts its mapping sessions as a cross-functional exercise that ignores departmental boundaries, and has found that mapping is far more effective if multiple departments are involved. At the same time, mapping becomes less effective once the number of participants exceeds 12 to 15 employees.

Once participants have been identified, a Process Mapping 101 class will be delivered that explains how mapping works and what participants should expect. We will discuss the facilitated and highly interactive group sessions, the tools that we use, the format and level of detail of the maps, and anything else that a participant might need to be an active member of the group.

Alternatively, GFOA can deliver a short “how to map” presentation at the beginning of each session. This can be equally effective, and can alleviate scheduling pressure if there are a large number of stakeholders.

Each process mapping session takes two to four hours, and some may take an entire day. The session will require a conference room and projector, as GFOA staff will develop the map in Microsoft Visio interactively during the session.

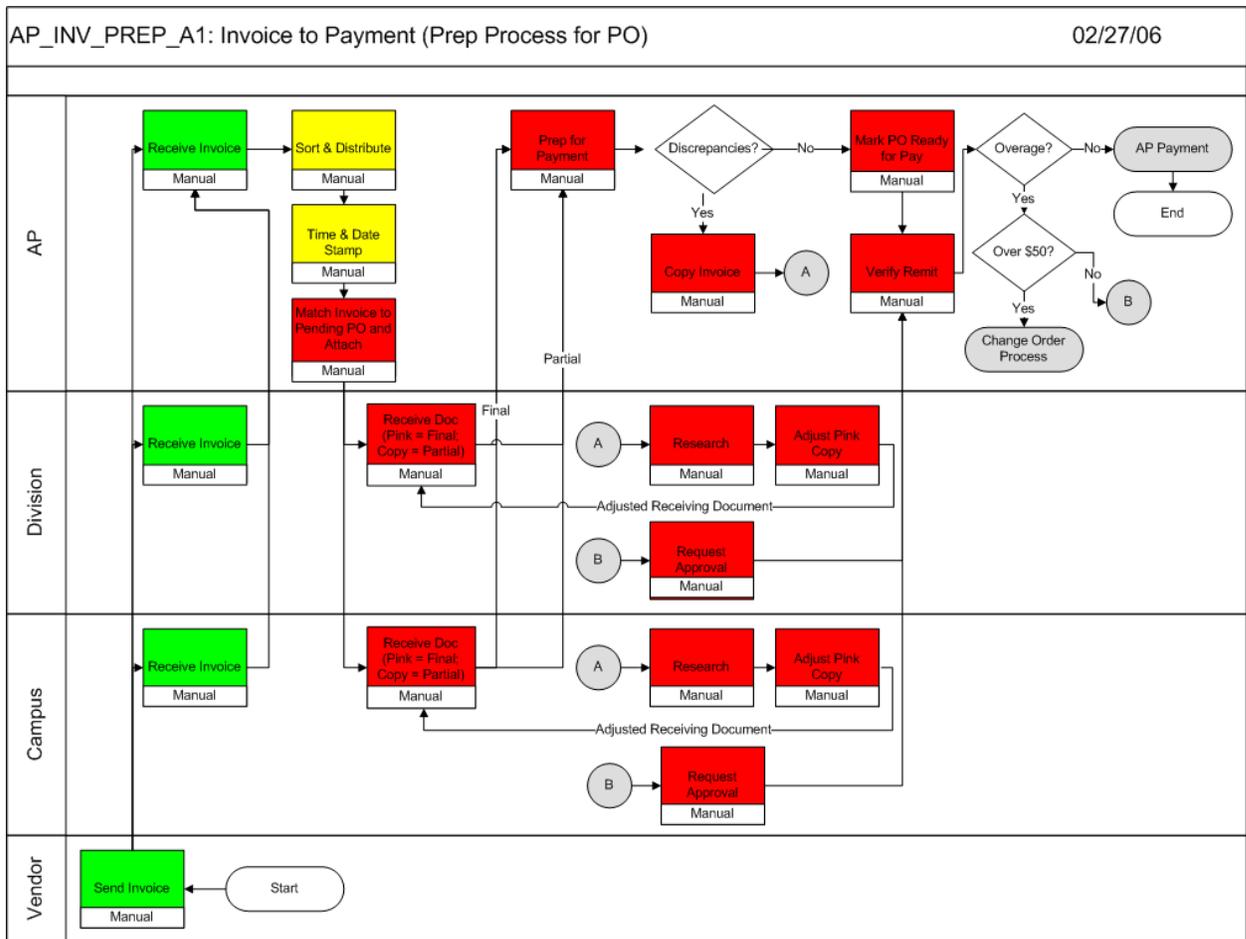
Below is an example of a process map:



Process Analysis

Once maps are developed, an analysis takes place which may lead to a series of refined/streamlined business process maps as required. The net result will enable the City to own and maintain a detailed set of business process diagrams that summarize how workflow activities take place.

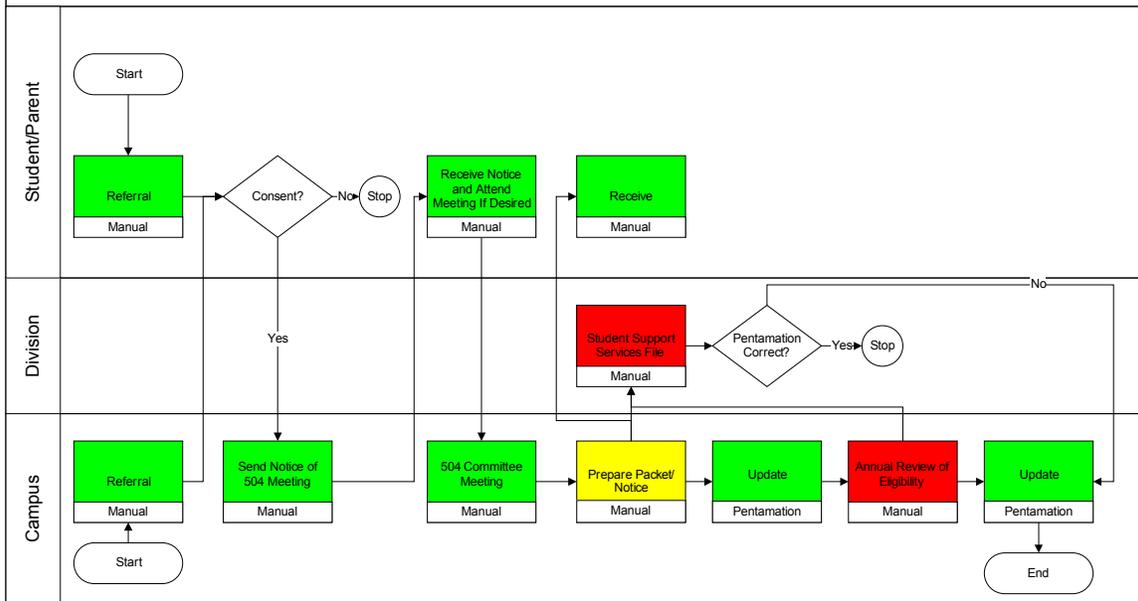
The diagram below details the results of one such analysis. In this example, we highlight red process steps as those most likely to change based on deployment of ERP technology. Yellow process steps indicate that a process change may occur, but is dependent on other factors. Green indicates that a process step is unlikely to change as the result of an ERP system.



The following two pages highlight an example of process mapping and analysis that includes our use of narrative language to supplement the visual mapping tools. This particular example is from a school district:

SPCL_POP_A1_1: Special Population Coding - 504 (Physical and Mental Impairments)

03/09/06



Process Name: Special Populations Coding	Process Identifier: SPCL_POP
Sub-Process Name: Special Populations Coding	Sub-Process Identifier: SPCL_POP_A1
Sub-Process Purpose and Objectives:	
<p>Sub-Process Description:</p> <p><u>Title I:</u> A Campus is designated as a Title I campus based on the percent of population living in poverty. Currently, five campuses meet this criterion. All students at these campuses are identified as Title I. A mass update is done at the beginning of the year and the Campus maintains the records thereafter. All reports are filed through the PEIMS process in the summer.</p> <p><u>Gifted/Talented:</u> Students may be nominated by parent, campus personnel or themselves. The process begins with a paper nomination form. The parent must provide permission to test the student. A parent survey and teacher checklist is then completed. The student nominated for the program must complete a battery of tests administered by the counselor on campus. The results are tabulated and presented to a committee for review. A letter is sent to parents of the student notifying them of the committee's decision regarding placement. The parent may appeal the decision. Students that are placed in the program are entered into Pentamation at the student's campus as a gifted/talented student. Student Information sends verification reports to campus every six weeks. The campus makes the required verification and updates the students Pentamation record. Reports of gifted/talented students are made to PEIMS in the October snap-shot. [There is a separate Gifted and Talented program SPICE (Special People In a Creative Environment). It is designed for early identification in the area of creativity rather than academic. It is for Kindergarten through First Grade and identification is completed by the child's teacher and does not require parental consent. Testing occurs November through February 28th. A committee determines Placement.]</p> <p><u>Pre-K:</u> The Pre-K program is available for 3-4 year olds who qualify, based on low-income, homelessness or ESL Parents must produce required verification forms and proof of eligibility for the child's enrollment. HISD also conducts a pre-k enrollment day. Records in kept on campus and the Central Office is kept in the loop. Qualifying of the student is done on campus and may be assisted in Spanish. Qualified students go through the regular enrollment process. Families who qualify will be notified as to where their child will go to school. PEIMS is updated.</p> <p><u>LEP (Limited English Proficiency):</u> A home language survey for students new to the District is completed as part of the initial enrollment process. There are two questions: what language is spoken in your home most of the time and what language does the child speak most of the time. Based on the answers to these two questions students are assessed. Assessments differ according to grade levels. A language proficiency (LPAC) committee reviews the results and recommends the appropriate program. A child can be determined to be a LEP student and eligible for a program but the parent can deny program participation. This child would be recorded as LEP only. The student meets at-risk criteria. LEP status is reviewed at the end of the Year.</p> <p><u>LEP – ESL or Bilingual:</u> The LPAC recommends the program appropriate for the LEP student and offers the same with parental approval. This information is coded into Pentamation. The campus does verifications reports and makes the necessary corrections to PEIMS. Reports are made in the October snap-shot, the summer reports and the Extended School Year.</p>	

In this step, GFOA Consultants identify potential changes in the process based upon our knowledge of ERP functionality. The whole process is designed to educate participants about ERP functionality, best practices, and change management.

It is important to note that these maps are an important input to the process design and configuration work that will occur with your selected vendor during implementation. GFOA recommends that the City defer finalizing redesigned “to be” maps until the implementation begins, so that you are in a position to take advantage of best practices that are built into the software.

Throughout the process, GFOA consultants will educate participants on best practices, software boundaries, and project boundaries, if warranted. City project personnel will assist GFOA with defining City policy boundaries during the discussion.

GFOA will prepare the final maps and the maps will be used as a primary source of input for the remaining tasks in the project, and can also serve as a data source for functional requirements.

Mapping Summary

- GFOA will prepare 12 detailed process maps focusing on evaluating the current status of those business functions identified in the scope which will be most affected by the implementation of a new ERP system.
- The Engagement Assumptions at the end of this Proposal list a number of process maps recommended, and GFOA will highlight the ones they believe to be most beneficial to the City.
- The City will have an opportunity to request additional as-is process maps, but GFOA believes the value of additional process maps is diminished because ERP systems should be implemented without customization in order to minimize future ongoing maintenance costs.
- Pricing for additional optional process maps is included in the cost section of this proposal.

Task 2.3 – Prepare Final Needs Assessment Report

Based on the results of the needs assessment (Task 2.1) and the mapping exercises (Task 2.2), GFOA will conduct market research on software solutions that are likely to meet the functionality and technology requirements of the City. The software solutions will likely include third party applications for some of the functions the City may need which are “non-core” ERP functions. Examples of these might include areas such as Banking and Investment Management or Debt Administration. Third party applications may also be needed for Fleet and Fuel Management, Permitting, and other modules that the City may identify as possible additions to the scope of the project.

GFOA will identify the costs, implications, and risk factors of new processes and software to enable the City to see how a new solution will likely affect its budget and business operations.

GFOA will provide the City with a summary report based on the information/tasks outlined above. The City will have an opportunity to review the findings included in the report.

Task 2 – Key Deliverables	City Resources	Staff Hours (Per Resource)
1) Conduct Needs Assessment	Project Manager Subject Matter Experts	12-15 meetings (each approximately 2 hours)
2) Business Process Mapping	Subject Matter Experts	12 facilitated work sessions, two to eight hours each (most are four hours in length)
Deliverable: Deliver 12 Current Process Maps		
3) Draft Needs Assessment Report	Project Manager Subject Matter Experts	2 to 4 hours each
4) Final Needs Assessment Report	N/A	N/A
Deliverable: Deliver Final Needs Assessment Report		

Resource Requirements and Timeframes

Task 2 will take anywhere from four to eight weeks, depending on availability of City staff to attend meetings and interviews. Any additional process mapping will add roughly one week for every three or four functional areas. Subject matter experts will need to be available for a two to four hour meeting for each functional area, and a validation meeting to review the assessment. Executives and managers may need to be available for short interviews as well. The City will also need to provide organization charts, and any other relevant documentation.

Task 3: Develop a Request for Proposals

Task 3.1 – Procurement Planning and Kickoff

During the first procurement on-site visit, GFOA will facilitate a review and update of project planning and executive visioning from Task 1. This step ensures continued alignment of the project with organizational goals, and occurs in a workshop setting. The workshop will also further clarify executive management needs and future enterprise system goals, and will educate staff on detailed activities within ERP planning, procurement, and implementation.

Task 3.1 - Key Activities	City Resources	Staff Hours (per resource)
1) Identify Project Manager and participants for initial meetings	Project Manager Steering Committee	2
Deliverable: Update Project Plan	Project Manager	
Deliverable: Procurement Kick-Off	Project Manager	
2) Develop project charter, indicators of success, and identify project team	Project Manager Steering Committee Subject Matter Experts	4

Resource Requirements and Timeframes

Task 3.1 is typically no more than one week in length, depending on the availability of City staff. The City’s project manager will need to assist with identification of City participants and other procurement kickoff logistics, as well as review and approve the project plan. Key stakeholders will need to attend the kickoff event and assist in reviewing relevant items in the project charter.

Task 3.2: - Requirements Definition and RFP Development

During this task, GFOA will work with the City to finalize the functional and technical requirements that describe actions, calculations, tasks, and information that the new system must handle to meet the City’s needs. Requirements serve three important roles:

- 1) Communicate the City’s needs to ERP vendors through a competitive RFP
- 2) Act as a warranty after go-live. Requirements are attached to the eventual software and implementation agreement and vendors warrant each requirement.
- 3) Guide during implementation design to ensure that all objectives are met.

GFOA begins with a base set of requirements that are common to all governments. This base set typically represents about 80% of the total requirements that will appear in the RFP. Examples include items such as tracking employee social security numbers, or the ability to generate 1099 forms. GFOA then facilitates user group meetings to flesh out the remaining 20% of the requirements that are unique to the City.

This approach allows for faster development of requirements, and focuses the City’s efforts on those areas that are truly unique and important. To accomplish this, GFOA facilitates cross-functional focus group discussions. For example, personnel involved in creating purchase orders, regardless of department or division, will be asked to attend a requirements gathering session. Similarly, focus group meetings will be organized around other areas identified by the City:

Suggested Functional Scope	
<p>Core Financials: General Ledger and Financial Reporting Accounts Receivable and Cash Receipts Accounts Payable Fixed Assets (Capital Asset Management) Procurement Grant Management and Reporting Cost Accounting Budget Administration</p>	<p>Human Resources: Employee Records Benefits Administration Time and Attendance Payroll</p> <p>Other (At City Discretion): Banking and Investment Management Community Development Services ❖ Business Licenses ❖ Facilities Management Fleet and Fuel Management Utility Billing</p>

Each focus group meeting lasts from one to four hours, depending on the number and complexity of unique requirements in a given area. For estimating purposes, GFOA has assumed that there will be about 16 sessions of three hours each, staffed by a GFOA facilitator and a documentarian.

This approach continues the communication efforts from previous tasks, and assists with some key objectives:

- Highlights areas that will experience significant process change
- Creates awareness of the challenges that process standardization will have on the organization.
- Identifies areas where there are opportunities for immediate streamlining or process improvement.

During this phase, GFOA will work with the City to finalize the functional requirements that describe actions, calculations, tasks, and information that the new system must handle to meet the City’s needs.

While GFOA is developing requirements for a new system, work will also be done to develop an RFP. The RFP will communicate to the vendor community the City’s expectations, scope, technical standards, preferred implementation approach, and procurement process and will also solicit an organized proposal that both GFOA staff and City staff will evaluate. Because of GFOA’s experience with public sector ERP procurement projects, vendors are familiar with GFOA processes, creating advantages for the City in the form of more detailed proposals, more competitive proposals, and proposals that focus on differentiators among vendors. GFOA develops each RFP to be as fair and vendor neutral as possible while at the same time minimizing the amount of marketing “junk information” that vendors provide. The detailed work that goes

into the RFP is directly related to the development of a more detailed statement of work (discussed later in this proposal) and a more successful implementation agreement that achieves the City’s business objectives.

In developing an RFP, GFOA will need to work closely with the City’s project team as well as its purchasing department and legal staff to structure the procurement consistent with local purchasing regulations or policies.

Task 3.2 - Key Activities	City Resources	Staff Time (Per Resource)
1) Prepare meeting agendas and set up meeting facilities	Project Manager	2
Deliverable Prepare draft functional requirements (the base)	NA	0
2) Facilitate detailed requirements gathering sessions	Subject Matter Experts	2-3 hours per meeting – 1 meeting per functional area
3) Finalize requirements	Subject Matter Experts	4-8
4) Develop RFP	Procurement Dept	6
5) Contribute necessary information that will be included in the RFP	Subject Matter Experts	4-8
Deliverable: Finalize RFP and Requirements	NA	0
6) Distribute RFP to ERP vendors	Procurement Dept.	8

Resource Requirements and Timeframes

Task 3.2 will take approximately one to two months. Requirements definition and validation will require a series of meetings for subject matter experts in addition to review time. Each functional expert should plan on attending at least one half to full day meeting, and another one to two days to assist in reviewing and validating the requirements and the RFP document.

Overall, all activities in Task 3 will take approximately two to four months to complete, depending on availability of City staff.

Task 4: Evaluation and Vendor Selection

GFOA’s methodology during System Selection is one of elevation rather than elimination. Through 3 defined steps, vendors will be evaluated and scored according to pre-defined criteria with the top vendors moving on to compete at the next step. GFOA’s standard evaluation process includes four steps in the table below.

Step	Vendors
Written Proposals	Unlimited
Software Demonstrations	3
Discovery	2
Final Contract Negotiations	1

To prepare for system selection GFOA will work with the City to prepare a System Procurement Plan that outlines the procurement process and acts as a guide for the City and project team to understand the process and how to properly evaluate ERP proposals. To come up with the System Procurement Plan, GFOA will also be working with the City to define evaluation criteria at each step. Throughout the selection process, GFOA will act as the City's advisor to identify differentiators, identify risks, and ensure the City is making a decision with knowledge of all information. **To remain completely independent and continue to offer objective guidance in the best interests of our clients, GFOA does not recommend software and will not be advising the City on which ERP system to elevate at each step.**

Written Proposal Evaluation

Upon receiving the written proposals from vendors, both GFOA's team and the City's project team will begin a detailed assessment and analysis. However, each will have a slightly different focus. GFOA will focus on identifying risks and highlighting shortcomings with each proposal. GFOA will also use its extensive experience to compare each proposal to industry standards. All findings will be documented in a detailed proposal assessment report. The City's responsibility will be to evaluate proposals to determine which proposal is the best fit to meet the City's needs. After the City conducts its own assessment and reviews the GFOA report, the City will select up to three vendors to bring on-site for software demonstrations.

Reference Report

GFOA conducts reference checks for the three vendor proposals that advance to the demonstration stage. GFOA will prepare a summary report of the references for the City. Our reference reports are based not only on the calls we make for the proposal but on our database of past reference checks on software packages and implementation vendors.

If the City elects to conduct its own reference checks, GFOA will provide a list of topic areas and/or questions to help guide the reference calls and provide a basis for comparison.

Software Demonstrations

Software demonstrations provide an opportunity for City staff to view how the ERP system will work. Generally, software demonstrations last approximately 3 days per vendor. To facilitate comparison between vendors, GFOA staff will develop detailed demo scripts for each vendor and facilitate the demo sessions to guarantee that vendors stay on task and demonstrate essential features of the software, not marketing material or "bells and whistles." Throughout the demos, GFOA staff will document any issues for future clarification. During this step, GFOA staff will also conduct detailed reference checks for all of the vendors' provided references. At the conclusion of all three software demonstrations, the City will select two vendors to elevate to Discovery.

Discovery

Discovery acts as the City's last chance to get any unresolved issues clarified before it makes its final elevation. Prior to discovery, each vendor receives a request for clarification letter outlining any remaining issues that the vendor will provide written responses to. Then, during discovery, each remaining vendor is invited back on-site for one more day of presentation. During this discovery presentation, any remaining issues with software functionality, implementation approach, data conversion, or scope is clarified and vendors are asked to make any necessary

revisions to their proposal. Discovery functions as an opportunity for the vendor and City to become more familiar with each other. By clarifying assumptions and understanding the City more clearly, the vendor is able to provide a more detailed final proposal. Additionally, by clarifying outstanding issues at discovery, development of the statement of work becomes easier. At the conclusion of discovery, the City will enter contract negotiations with one vendor.

Task 4 - Key Activities	City Resources	Staff Time (Per Resource)
1) Prepare System Procurement Plan	Project Manager Selection Team	2
2) Conduct proposal assessment	Selection Team	Varies with number of proposals
Deliverable: Proposal Assessment Report		
3) Elevate 3 vendors to software demonstrations	Project Manager Selection Team Steering Committee	2
4) Prepare Demonstration Scripts	Selection Team	4
5) Facilitate Demonstrations	Varies, but selection team will need to be in all demo sessions (72 hours)	72 hours over three weeks for each selection team member
6) Elevate 2 vendors to discovery	Selection Team	4
7) Document any remaining issues from vendor proposals	Selection Team	8
8) Prepare Request for Clarification (RFC) Letters	Selection Team	2
Deliverable: RFC Letters		
9) Facilitate Discovery Sessions	Selection Team	16
10) Elevate finalist vendor to contract negotiations	Selection Team Steering Committee Project Manager	2

Resource Requirements and Timeframes

Task 4 will take approximately three to four months, but the length of this task is dependent on several variables. These include the number of proposals the City receives, the complexity of those proposals, your ability to contact references, etc.

City staff participation is more extensive in this phase. In addition to reading and evaluating proposals, vendor demonstrations will require 3 days per week for three consecutive weeks for all members of the selection team. Subject matter experts will participate in their applicable areas, and should plan on one day per week during this period. They will also need to be available to assist with Discovery, should there be functional issues that vendors need to address.

Scoring the proposals and demonstrations will likely involve additional meetings and discussion. For most governments, the selection team must also prepare a document identifying which vendors were elevated at each stage and why. As a result, the selection team will likely be occupied on a full-time basis during the demonstration period of three weeks.

Task 5: Contract Negotiations

One of the most valuable services that GFOA provides its clients is the negotiation of software license contracts and implementation service agreements. Too often, governments are pitted against software vendors that have negotiated contracts many times before. Understandably, software vendors and their implementation partners want to maximize profit and minimize risk. GFOA has developed a unique contracting methodology that we propose to utilize for this engagement. We use our membership network to benchmark prices and terms. **Often, this approach is able to save clients far more money on their software and implementation contracts than the cost of the government’s entire contract with GFOA.** Historically, GFOA has saved its clients licensing and implementation costs equal to two to three times our fees.

GFOA will be involved with the development of a software license contract, software maintenance agreement, and implementation services agreement. In addition, GFOA will assist with the Statement of Work (SOW). The SOW is the critical document that outlines responsibility for the implementation and the primary reason GFOA consultants provide such as high level of detailed analysis throughout the procurement. GFOA will ensure that the City’s statement of work is defined to a fine level of detail to prevent any unnecessary issues or misunderstandings during implementation. Part of the reason that the implementation phase for our clients has gone so successfully is because of the detailed work GFOA does during SOW development.

Task 5 - Key Activities	City Resources	Staff Time (Per Resource)
1) Assist with contract negotiations	Negotiation Team	Varies
2) Assist with development of implementation statement of work (SOW)	Negotiation Team	Varies
TOTAL ESTIMATED HOURS	Negotiation Team	Varies

Resource Requirements and Timeframes

Task 5 can take a few weeks to several months, depending on the quality and quantity of negotiations with the selected vendor. Selection team staff from the City will need to assist the legal and procurement personnel assigned to the contracting process, but this is typically on an ad hoc basis.

GFOA will not be onsite for these activities, as it is more cost effective to exchange documents via email and conduct meetings via conference call.

Task 6: Implementation Advisory Services (Optional)

Quality Review and Implementation Advisory Services begins with the activities that surround implementation of the ERP software and ends with the completion of a post-implementation review. GFOA will provide quality review and assist the City's Project Manager with administering the implementation of the ERP solution. GFOA will provide independent oversight and quality assurance services for the duration of the project.

A project oversight role with GFOA will enable the City to leverage the presence that GFOA has in the public sector technology industry and will provide the City access to our nationwide membership network. These factors enable our clients to extract a greater degree of cooperation and performance from software and implementation firms. The City will engage a vendor to implement the selected ERP system, and that vendor will also be pursuing business across GFOA's client base and membership network. Consequently, no other organization can provide the type of service we are proposing and, at the same time, exercise the leverage that GFOA can bring. Few other firms, moreover, would be truly independent in project oversight because many of them are allies of or engage in business activities with ERP software and implementation firms, albeit in other areas. By contrast, GFOA has no ties to ERP software and services firms.

Also GFOA has provided comparable services as those in this proposal at several projects with similar functional solutions utilizing similar implementation methodologies. In addition, since GFOA will have assisted the City in development of a detailed Statement of Work, we will be uniquely qualified to ensure that the requirements and assumptions of the SOW remain on target and are subsequently delivered.

Below are the most commonly requested services related to implementation. GFOA will prepare a more defined proposal for this task during the vendor selection or contract negotiation tasks.

Work Plan Development, Analysis and Tracking

Development, analysis and tracking of the project work plan are key components of developing an effective project structure and project management. GFOA will review the proposed project plan that makes the most effective use of your organization's resources. Our prior experience will help you assess the logic and comprehensiveness of the plan as it is created, finalized, and maintained. Too often we have found project plans that have been developed without the customer in mind. For example, dependencies have not been outlined; insufficient review time has been allocated for deliverables; or not enough detail is provided in the plan. GFOA will work

with your Project Manager and Technical Manager as well as the vendor Project Manager to ensure an acceptable project plan.

Once the base project plan is complete, GFOA will work with the Project Managers to identify key milestones where GFOA consultants will review activities completed to-date and review any potential project risks. We usually recommend reviewing activities at the beginning and end of the project preparation phase; the beginning, middle, and ending of the design phase; the beginning of the training phase; the beginning and ending of the test phase; the beginning of the deployment phase; and the beginning of the support phase. The GFOA's review process should then be added to the base project plan. Essentially, GFOA's role is to provide an "early warning mechanism," to your Project Manager at various points in the implementation process by carefully tracking the progress of activities within the project plan.

Implementation Plan Management

Development of a thorough implementation plan is an important component to the development of an effective project structure. Furthermore, throughout a complex enterprise system installation, implementation plans must be revised and appropriate controls must be present as part of effective project management to minimize deviations from the timeline and/or budget. GFOA can work with the vendor and City project managers to monitor project status, resolve project scope and approach issues, and provide input on improving the logic of the overall plan. We would also keep the vendor on-track with the overall objectives of the organization as established in the contract agreements.

Review of Implementation Deliverables

Implementation vendors often require clients to "signoff" before proceeding to the next step as part of project management. Our review of all project deliverables, if needed, will ensure contract compliance, verify that the deliverable is complete and consistent with the scope of work and functionality documented in the contract, includes acceptable content, and meets your organization's standards of quality. GFOA is able to provide you with analysis of information to increase your confidence in approving deliverables.

Business Process Design

Vendors typically prepare a "to-be" design document that outlines how the software will be configured to meet your organization's needs. The new designs often require changes in business processes that need to be documented sufficiently. This responsibility typically falls within project management. GFOA recommends that the design processes incorporate business process maps and descriptions of the new changes. This ensures that the logic of the design has been reviewed appropriately. To augment the implementation process, GFOA also recommends that test scripts and functional/technical requirements be mapped to each step on the business process map. That way, the appropriate test scripts can be applied to any future process changes. GFOA consultants would be working with the Project Managers to achieve this process.

Interface/Customization Identification Assistance

Although GFOA strives to ensure most interfaces be identified before the contract signing, it is almost inevitable that a few customizations or interfaces will be required during implementation. As part of the contract negotiations process, GFOA documented a process for identifying, assessing, and implementing unidentified interfaces and customizations that may be required. This process was included in the implementation services contract or the statement of work. As part of our project advisory services, GFOA consultants will rely on this process to assess any customizations and new interfaces. Our task in this process would assist your Project Managers with determining whether or not an interface or customization is warranted; assist your Project

Managers in ensuring that the proper procedures are being followed (e.g., update business designs; develop/review functional and technical specifications, update test scripts, and user acceptance).

Testing and Training Support

The vendor should provide a testing and training strategy as part of their overall implementation methodology. GFOA consultants, if needed, will assist the implementer and City project managers in assessing the testing plans (e.g., unit, integration, user acceptance, etc.), test scripts and required resources to complete testing within the required timeframes. GFOA consultants will also assist the project managers in assessing the “Super User” training and end-user training strategies. As part of this assessment, GFOA consultants will assist in the review of training documents and will work with project managers to identify which personnel should attend the different types of training classes.

Issue Resolution

As a major source of recommended practices in governmental accounting and budgeting, GFOA will serve as a mechanism for issue resolution. Too often implementation vendors and government staff have difficulty sorting out the wisdom of process changes which adds unnecessary delays to the implementation timeline and raises project costs. If the functionality of the software is to be maximized, issues must be resolved on a timely basis. Our network of finance officers is a unique resource for validating leading-edge business practices. GFOA would be available to provide an independent source of advice to facilitate prompt issue resolution.

Post Project Review

Certain tasks will be repeated when upgrades/patches are applied or when a major system upgrade is required. To prepare for these events, GFOA Consultants will work with the Project Managers to conduct a “Lessons Learned” meeting upon completion of the project. Our consultants will document the results of the meeting and submit them to your Project Managers. (Please note: GFOA recommends that some “Lessons Learned” meetings take place during implementation. For example, a “lessons learned” meeting conducted immediately after the completion of the earliest test scripts may facilitate the completion of the overall testing process.)

GFOA will also conduct a post go live review of the system that compares production business processes to the system configuration documents and analyzes whether the system requirements have been addressed in full.

Other Implementation Services

Periodically, GFOA is asked to provide other types of services to clients during implementation. Some of these services have included augmenting client resources for budget design and chart of account design, project management assistance, and participating in Steering Committee meetings to provide independent analysis of issues. These services are typically provided on a time and materials basis or through a bucket of hours.

GFOA staff will maintain regular and frequent communication with City staff throughout the management of the implementation project. GFOA staff will conduct reviews of the following documents, if needed, or bring staff on-site if requested.

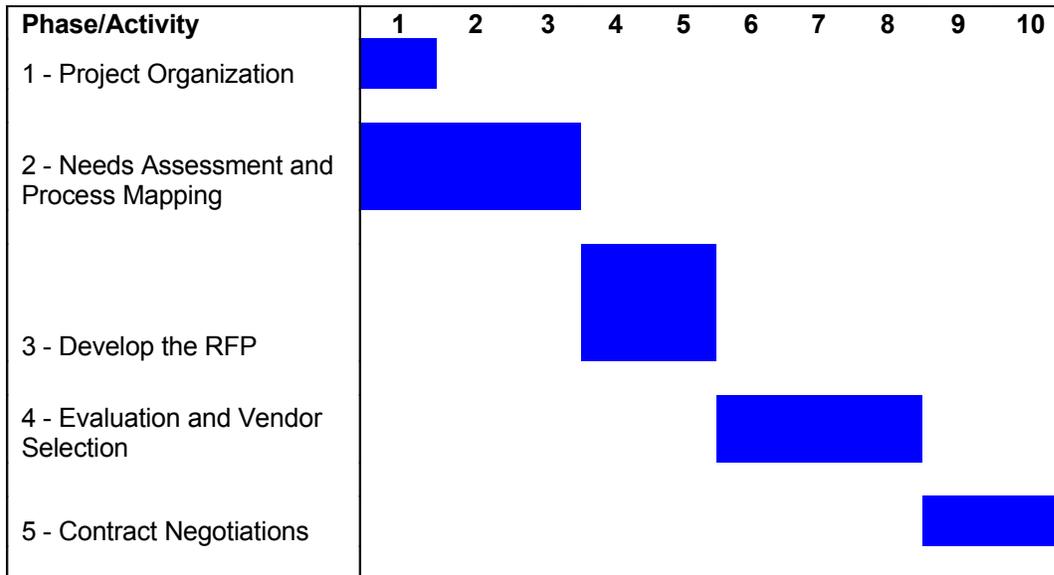
1. Work Plan Development
2. Finalization of ERP Design
3. Finalization of Testing Plan
4. Post Project Review

City staff will be provided with an opportunity to raise issues or ask questions during regularly scheduled project update conference calls and GFOA staff will respond quickly to any questions or issues that arise outside of the regular meeting schedule.

Utilization of GFOA services will be at the sole discretion of the City and its project manager. We believe that we can add value to the City project in any of the above tasks regardless of the final mixture. We would however expect to work with the City to develop scheduled tasks that allow the GFOA to maintain continuity and consistency throughout the project.

Anticipated Timeline

GFOA’s project manager will work with the City’s project manager during the project initiation phase to develop a detailed project plan and identify key dates for the remainder of the engagement. For preliminary planning purposes, the following timeline identifies GFOA’s anticipated schedule of events for all tasks except implementation advisory services. Please keep in mind that all dates can be moved up or back to take account for resource constraints or the City’s expectations.



Challenges and Opportunities

Project Management

We understand the challenges that governments face in allocating time and resources to a large enterprise project. Our approach to project management is intended to ensure the City receives the highest quality deliverables while minimizing disruption to your operations – in other words, to provide the most value for your investment.

It is not our approach to have our team onsite full-time. In addition to keeping costs down, we have found that government project team members are rarely able to work on the project full-time, and need time to return to their home departments. Additionally, time is needed to develop deliverables, which can be more cost effectively developed off-site. Finally, the City will need time to review and approve deliverables, and our plan and approach ensure that decision-makers will have the time they need for these activities.

It is important to note that the project does not stop when GFOA is off-site. Our client teams make use of collaboration software such as SharePoint to route documents between team members, telecommunications and demonstration software such as WebEx for online meetings, and our staff are available by phone and email when they are not onsite. This approach ensures that we still achieve our quality, scope and timeframe goals while keeping costs reasonable.

To further ensure quality, the City will be assigned one of our senior managers as our project manager and day-to-day contact. This person has overall responsibility for the GFOA responsibilities as outlined in the scope of work and project plan. We also assign another senior manager or member of our management team as an Engagement Manager. The Engagement Manager reviews draft deliverables as a quality assurance check for each milestone in the project plan, and may come onsite as circumstances warrant.

You can be assured that the work effort and deliverables from GFOA will meet the City's quality standards, and equally important, will move the City towards the outcomes it envisions.

Project Governance

GFOA has found that there are a handful of key success factors for any enterprise project, some of which are discussed in the section below. Without question, one of these key factors is project governance – the structures and processes that govern execution of the project plan, resource allocation, issue resolution, funding and scope decisions, and other critical high level functions.

GFOA will work with the City of Kenosha during the initial planning phases and in development of the change management strategy to identify project governance structures that are critical to the success of the project. These steps include:

- Identifying an executive sponsor and defining his or her role
- Identifying and recruiting steering committee members, and providing guidance on their roles
- Ensuring that all stakeholders understand roles and responsibilities
- Providing a template for a project charter that will document these critical project governance structures.

Of special importance is the need to gain consensus on two items. First, it is vital that stakeholders have a general understanding of the business drivers for the project – what issues the

City is facing that cannot be met (and what opportunities cannot be pursued) as a result of existing processes and systems. Second, it is critical that the steering committee develop a set of goals and objectives for the project, and provide direction and guidance that is aligned with those goals. GFOA has significant experience in this area and has conducted recent research as well. For more information, please see our article in the February, 2009 issue of Government Finance Review entitled “Picking Winners: Shrewd Investing in IT Assets through IT Governance”.

Keys to Success

GFOA’s extensive experience with enterprise-wide projects in the public sector has provided us significant insights into what makes for a successful ERP project. While there are a large number of factors that affect the degree of success or failure of any project, there are a handful of factors that have a profound influence on the outcome:

- Strong and visible executive support – any large project requires the backing, both verbally and in demonstrated actions, of one or more key executives.
- Consensus understanding – stakeholders must have a clear view of why the project is being taken on, and what the organization hopes to achieve in doing it. Without a clear and unambiguous view of the target, selection and implementation risks escalate.
- An effective steering committee – all project teams require guidance, an avenue for issue resolution, and a body that can make policy and resource decisions in a timely fashion. The project steering committee is the structure that plays this role, and is critical to the success of the project.
- Pervasive communications – The most successful projects engage staff for input, communicate status, and support a high degree of both outbound and inbound communication.
- Strong project management – The point person for the project should be an experienced staff member who has the authority to execute the project plan and report to the steering committee. This person should be highly organized and decisive, well-respected, and have deep knowledge and experience with the organization.



Section E Staffing

Staffing

Financial system procurement projects require the proper blend of public sector and business process knowledge, technical capabilities, ERP market awareness and communication/facilitation skills to deliver the results that will transform the City's philosophy of information systems. All GFOA consultants on this project have multiple years of experience with similar projects, continually conduct market research, and have prior public sector work experience – a claim that no other firm can make. As a result our consultants are able to understand your unique needs and future goals, and help develop an achievable approach for getting there.

GFOA's highly qualified professionals represent the most comprehensive knowledge and experience for this type of work in the public sector. In addition to consulting engagements, proposed project team members have written extensively on the subject for GFOA publications, national journals and periodicals, and conducted training for GFOA's annual conference and national training seminars. Please visit our website at www.gfoa.org for a complete listing of articles, books, and training offerings.

GFOA has assigned a team of highly qualified and experience individuals to work with the City's team throughout its engagement. The proposed project manager and engagement manager have a combined 30 years of government experience and have worked on over 25 ERP projects since starting with GFOA. GFOA does not intend to use subcontractors on this engagement. All staff proposed are full-time employees of GFOA. The following consultants will form the project team and complete all work on the City's engagement.

Dave Melbye, Project Manager: Dave is the Consulting Solutions Manager for GFOA, and principal author of GFOA's change management methodology and approach. As a former CIO and consultant, Dave's 24 years of experience in information technology, project management, and ERP systems will ensure quality leadership throughout the project. Dave's resume is provided below

Staff consulting resources will depend on the City's scope and timeframe, which we will discuss with you prior to finalizing a scope of work. If needed, resumes of GFOA staff will be provided for the City.

Dave Melbye – Project Manager

Consulting Solutions Manager, Research and Consulting Center

Professional Profile

Mr. Melbye joined GFOA in 2007, and is now the Consulting Solutions Manager in the Research and Consulting Center. Mr. Melbye has over 20 years experience in both private and public sector information technology projects, specializing in strategic and tactical planning, decision support systems, project management and software selection methodologies, and systems integration. He is the primary author of GFOA's Change Management methodology, and is currently assisting several organizations with change management strategy development and planning for large enterprise projects. Mr. Melbye also developed an innovative requirements definition approach for use in software selection projects.

Prior to coming to GFOA, Mr. Melbye spent five years as the CIO for the Milwaukee Metropolitan Sewerage District, where he led MMSD's ERP selection, implementation and optimization projects in addition to leading the I/T function. Mr. Melbye has worked for both national and regional I/T Consulting firms, having served as Director of the Enterprise Application Integration practice for a Chicago-based firm as well as Practice Director for a Milwaukee-based firm specializing in I/T outsourcing. Mr. Melbye has also worked in several capacities on financial systems projects in the public utilities sector, and led software selection and development teams with Wisconsin Public Service, Wisconsin Southern Gas Company, and Wisconsin Gas (now We Energies). Mr. Melbye holds a B.A. from Lawrence University in Appleton, WI.

Professional Experience

❖ **City of Spokane, WA** - Mr. Melbye served as the project manager for the RFP development and procurement of a comprehensive HR/Payroll and Retirement system for this mid-sized city. In addition to developing requirements and building the RFP, the project included a significant change management effort to ensure that the project will meet the City's operational objectives.

❖ **Dunn County, WI** - Project Manager for a Technology Needs Assessment for financial, human resources, payroll, and medical billing applications. The assessment incorporated operations at four different locations across twenty departments, and resulted in a series of recommended improvements in administration, finance, cash receipting, and other areas. The assessment included a detailed review of the information technology department in order to assess the department's ability to support the recommended changes in business practices.

❖ **Jefferson County, WI** - Project Manager for a Management Information Systems Operational Audit, October 2008 to February, 2009. Mr. Melbye developed the approach and led a joint project team through a detailed analysis of all information technology functions at the County. The analysis was structured to provide findings and recommendations across organizational, technical competence, planning and

communications, and application platform lines. Mr. Melbye adopted a participative workshop approach for this project to ensure a greater degree of client acceptance, increasing the likelihood of successful implementation of the recommendations.

❖ **Sonoma County, CA** - Project Manager for Business Case Development, HRMS Software Selection, and Implementation Advisory Services, June, 2007 to present. Mr. Melbye led a combined client and consultant team through a preliminary business case analysis to determine strategic direction for the HR/Payroll, time entry, and retirement processes of this northern California county. He then served as the project manager for the software selection process, and was responsible for development of their change management strategy and communications plan. Mr. Melbye is now serving as an implementation advisor for the installation, testing and deployment of a software solution from HighLine Corporation.

❖ **Fairfax County, VA** - Assistant Project Manager and Business Analyst for requirements definition phase of Fairfax’s ERP selection project, November 2007 to July, 2008. Duties included planning and education for the HR/Payroll functions, and development of business process maps for nearly 100 operational functions in HR/Payroll and procurement.

❖ **Lafayette Consolidated Government, Lafayette, LA** - Provided change management education and training for Lafayette’s ERP sponsors, management, and project team, April to October, 2008. Mr. Melbye also developed an overall change management strategy and communications plan for the implementation team, integrating GFOA’s approach with the Lawson implementation plan.

❖ **City of Santa Ana, CA** - Change management consulting for the Lawson ERP implementation, October 2008 to present. Mr. Melbye assisted the City’s change manager with development of a broad-based readiness assessment program for the implementation teams in procurement, finance, and utility billing applications. Mr. Melbye also assisted with development of project team communication tools including seminars, newsletters and web pages.

Education

B.A., Lawrence University, Appleton, WI

Publications and Papers

- (1) *Municipal Why-Fi* in Government Finance Review, October, 2007
- (2) *Knowledge Management: Putting the Pieces Together* in Government Finance Review, April, 2008
- (3) *The ERP Book: Financial Management Technology from A to Z*. Chicago, IL: GFOA. April, 2010.



Section F References

GFOA takes great pride in its client base and encourages the City to contact past clients. While the scope of each project is slightly different, GFOA’s professionalism, attention to detail, objective advice, and ability to represent the best interests of our client are constant.

Over the past 10 years, GFOA has provided enterprise wide technology assessments and ERP procurement advisory and software selection services to over 250 local governments.

Reference #1



County of Sonoma, CA – HRMS and Financial Software Selection

Population: 460,000
Employees: 4,500
Time Frame: June 2007 – Present

Synopsis: Sonoma County engaged GFOA in 2005 to conduct a needs assessment/business case evaluation and market analysis to help define alternatives for HR/Payroll systems. GFOA was also asked to define scope for a potential replacement project of their HR/Payroll system. The scope included human resources, payroll, time and attendance, applicant tracking, retirement and pension, and performance measurement. GFOA was subsequently asked to lead the requirements definition and RFP development effort. The RFP was released in February, 2008, and with the County’s legal team, GFOA negotiated a contract with Highline Corporation.

Subsequently, GFOA was asked to repeat the software and implementer selection process for the County’s financial applications, including core financials, procurement and budgeting. Software selection is scheduled to be completed early in 2011.

Software Selected Highline Corporation ePersonality (HRMS)

Project Contact: Donna Dunk
 Title: Assistant Auditor Controller
 Email: ddunk@sonoma-county.org
 Phone: (707) 565-3274

Reference #2



City of Santa Ana, CA

Population: 355,000
Employees: 3,500
Time Frame: Jan 08 – Present

Synopsis: GFOA was asked to assist the City of Santa Ana with requirements definition, RFP development, software selection, and contract negotiation for a complete ERP solution. GFOA is currently involved with the City in performance of implementation advisory services, which includes a significant amount of work in process improvement and change management. The City is struggling with layoffs and does not have a dedicated project team, so normal workload must be mixed with implementation causing a more prolonged implementation than originally intended. First phase is due to go-live 15 months after the project began.

Software Selected Lawson Software

Project Contact: Bruce Fruchter
 Title: Project Manager
 Email: BFruchter@santa-ana.org
 Phone: 714-647-5408

Reference #3



City of Springfield, IL

Population: 112,000
Employees: 1,800
Time Frame: Apr 2005 – Aug 2006

Synopsis: The City of Springfield, IL engaged GFOA to conduct a needs assessment as the first phase of a project to procure an enterprise system to support the City’s finance and human resource management functions. The scope of the engagement included general ledger, accounts payable, accounts receivable, purchasing, fixed assets, budget preparation and treasury management. From that assessment, the City further engaged GFOA to prepare an RFP, provide system selection/vendor evaluation services, and contract negotiation services.

Software Selected CGI – AMS Advantage

Project Contact: Gayla R. Garner
 Title: Office of Budget and Management
 Email: ggarner@cwlp.com
 Phone: (217) 789-2000

Reference #4



City of Cape Coral, FL

Population: 171,258
Employees: 1,700
Time Frame: Oct, 2007 - Apr, 2008

Synopsis: The City of Cape Coral, FL engaged GFOA to assist in issuing an RFP, system selection and evaluation services and contract negotiations to replace their existing HTE system. The scope included general ledger, accounts payable, accounts receivable, purchasing, fixed assets, budget preparation, payroll, HR and benefits.

Software Selected JD Edwards implemented by AMX

Project Contact: Linda Senne
Title: Deputy Financial Services Director
Email: lsenne@capecoral.net
Phone: 239-574-0435



Section G – Cost

GFOA takes great pride in completing our consulting projects on time and on budget. All pricing (unless otherwise noted) is provided as a fixed fee **inclusive of all travel costs** incurred by GFOA staff. Participation in project update calls, additional research, or minor adjustments in scope to any fixed fee deliverable will not result in cost increases.¹ GFOA sees this engagement as a partnership centered on helping the City achieve its goals. Therefore, we are committed to providing quality services at affordable prices.

Deliverable Number	Milestone	Payment Amount	Payment Type
1	Project Planning	\$1,140	Fixed
2	ERP 101	\$1,520	Fixed
3	Executive Visioning	\$1,140	Fixed
	Task 1 – Project Organization	\$ 3,800	
4	Needs Assessment Report	\$19,760	Fixed
5	12 Process Maps	\$36,000	Fixed
	Task 2 – Needs Assessment and Process Mapping	\$55,760	
6	Updated Project Plan	\$ 0	Fixed
7	Procurement Kickoff session	\$ 760	Fixed
8	Functional Requirements	\$21,600	Fixed
9	RFP Development	\$6,840	Fixed
	Task 3 – Develop an RFP	\$29,200	
10	Proposal Assessment Report	\$18,240	Fixed
11	Facilitated Vendor Demonstrations	\$23,520	Fixed
12	RFC Letters	\$ 2,280	Fixed
13	Facilitated Discovery Sessions	\$ 4,500	Fixed
	Task 4 – Evaluation and Vendor Selection	\$48,540	

¹ GFOA reserves the right to request additional fees as a result of the City’s decisions that will cause GFOA to significantly increase its level of effort and/or incur additional travel expenses. GFOA’s project manager will discuss all options with the City prior to requesting additional fees.

14	Contract Negotiations (Time and material @ \$190/hr)	\$7,600	Not to Exceed
15	SOW Development	\$4,560	Fixed
	Task 5 – Contract Negotiations Subtotal	\$12,160	
16	Implementation Advisory Services	TBD	TBD
	Task 6 – Implementation Advisory Services	TBD	
	GRAND TOTAL	\$149,460	

Implementation Advisory Services will be proposed in more detail at or near the completion of Tasks 4 and 5. These services are highly dependent on which platform and package is selected by the City, whether the application will be hosted onsite, the implementation timeframe, staffing levels of both vendor and City, and a wide variety of other factors.

General Pricing Assumptions

- ❖ The proposal assumes that the contract will be completed within the timeframe set forth in the Estimated Project Timeline as set forth in the prior section of this document. The timeline for the project assumes that your organization will have its staff available to complete the project within the timeframe proposed.
- ❖ If it becomes necessary for your organization to request additional resources or expand scope, such additional work shall be secured as an amendment to the contract between your organization and GFOA, and the work will be performed at an hourly rate of \$190 per hour, plus actual travel expenses (if any).
- ❖ Your organization’s staff will be reasonably available for interviews and will participate in the project as agreed upon and appropriate. Your organization agrees not to cancel meetings once established.
- ❖ Unless otherwise stated, your organization agrees to confirm acceptance of deliverables within a mutually agreed upon number of business days. If a deliverable is not accepted, your organization must state in writing to the GFOA Project Manager the changes needed to the deliverable to garner its acceptance.
- ❖ GFOA conducts the majority of the engagement work on a fixed fee engagement, where payment is due upon completion of each phase for all the deliverables in that phase. The time and expenses portion of the engagement (contract negotiations) will be billed on a monthly basis at the hourly rate specified in the cost section of this proposal.
- ❖ GFOA’S liability and indemnification under any agreement reached with your organization will be limited to the extent of fees paid by insurance coverage currently in force. This limitation applies to all exposures under this engagement. The contract with your organization must also include the following language in the same section as the limitation on liability: “The City recognizes that GFOA’s role is to provide information,

analysis and advisory services. As such, GFOA bears no responsibility for the performance of the software, hardware, or implementation service suppliers.”

- ❖ GFOA is a non-profit membership association made up of members representing organizations like the City. Therefore, GFOA’s liability and indemnification under any agreement reached with your organization will be limited to the extent of claims paid by insurance coverage currently in force.
- ❖ GFOA assumes that workdays will incur at 8 hours of billable time per day when on-site. However, we will work to fit your work schedule, and will only bill for the hours worked, both on and off site, during this engagement.
- ❖ GFOA will participate in Steering Committee meetings if site work is coincident with meeting times.
- ❖ When performing work on-site, GFOA staff will be provided appropriate office workspace and access to copiers, printers, fax machines, and miscellaneous office supplies if necessary.
- ❖ GFOA has proposed 12 on-site visits during this engagement, with those visits split among the project phases as follows.

Task	On-site Visits	On-site Days
Organization	Planning, ERP 101, Visioning (1 site visit, three days)	3
Needs Assessment	Group sessions, system observations (2 site visits, four days each)	8
Develop Process Maps	Mapping and additional Data Gathering (2 site visits, four days each)	8
Develop RFP	Procurement Planning (1 site visit, four days)	4
Develop RFP	Functional Requirements (2 site visits, four days each)	8
Evaluation and Vendor Selection	Facilitated Demonstrations (3 site visits, three days each)	9
	Facilitated Discovery Sessions (1 site visit, two days)	2
	TOTAL – 12 site visits maximum*	42

- ❖ Standard GFOA on-site visits will include 1 or 2 consultants. GFOA may bring additional consultants on site to combine site visits as needed.

Engagement Assumptions by Task

Task 2: Needs Assessment and Mapping

- ❖ The Process maps recommended for the City are listed below with GFOA's recommended 12 key processes highlighted. Each map will consist of several layers to document all of the processes, but will not be detailed to the document level. The map will consist of several mid to high level processes with the ability to drill down to 5-6 tasks for each process. Additional processes or further details on process maps may result in a change of scope.
- ❖ Additional process maps beyond the 12 proposed here can be developed at an additional cost of \$3,000 per process.
- ❖ A comprehensive list of possible maps is listed in the following chart. GFOA recommends the City select twelve of the key areas for mapping, and if additional maps are needed, GFOA and the City will agree to further negotiate the change in scope.

FINANCIALS	PROCUREMENT
1) Accounting	7) Purchasing
Chart of Accounts	Requisition
Period Open/Close	Purchase Order Creation
Manual JE	Purchase Order Adjustments
Accruals	P-Card Management
Audit Adjustments	Contract Management
2) Accounts Payable	Vendor Performance
Vendor Creation	HUMAN RESOURCES
Vendor Maintenance	8) Benefits
Matching (e.g., 3-Way)	Open Enrollment
Invoice Processing	Life-qualifying Events
Payment Processing	
1099 Processing	9) Personnel Actions
Employee Reimbursements	Appointment
3) Accounts Receivable	Separation
Customer Creation	Promotion
Customer Maintenance	Demotion
Billing	Position Reclassification
Collections	Transfer
4) Budgeting	
Operating Budget (Preparation)	10) Position Control
Operating Budget (Amendments)	Creation
Capital Budget (Preparation)	Re-Classify Position
Capital Budget (Amendments)	Abolish
Budget Adjustments	
Budget Publishing	
5) Grants	11) Recruitment
Application	Job Application/Posting
Award	Applicant Tracking
Tracking	

Indirect Costing	12) Payroll
Sponsor Reporting	Compensation Plan Management
Closing	Salary Administration
6) Project Accounting	Gross to Net Processing
Project Setup	Labor Distribution
Accounting	FLSA
Reporting	W-2 Production
Closing	

- ❖ Your organization will have a mutually agreed upon number of business days to review GFOA’s draft process maps. GFOA expects your organization to provide comments and feedback on the documents. GFOA will work from a unified set of comments provided by your organization’s Project Manager to produce the final set of maps.

Task 3: Develop an RFP

- ❖ Should the City desire to assist GFOA in gathering the requirements, GFOA can guide the City through this step and participate remotely and reduce the number of on-site visits. While this will reduce costs, there are risks, and GFOA will discuss this step with you prior to providing revised pricing.

Task 4: Evaluate and Select Vendor

- ❖ The proposal assumes that no more than three vendors/vendor teams will be short-listed for product demonstrations.
- ❖ One GFOA staff member will attend a maximum of three product demonstrations of two days per product. The demonstrations will be held over consecutive weeks to maintain continuity in the evaluation process.
- ❖ Additional GFOA staff may attend the software demonstrations to gather data for our own research or for training purposes. There is no charge for these extra resources.
- ❖ Your organization will hold an on-site Discovery session for the two vendors elevated for negotiations after the software demonstrations. One GFOA staff member will attend a maximum of two Discovery sessions lasting one day each.
- ❖ Additional GFOA staff may attend the Discovery sessions for research or for training purposes. There is no charge for these resources.

Task 5: Contract Negotiations

- ❖ After the City elevates a final proposer, all contract negotiation work (except SOW development) is charged through time and material billing invoiced once per month. All negotiations activities occur off-site.

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 8

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 04/16/11 through 04/30/11 and have approved the disbursements as follows:

1. Checks numbered from 105087 through 105372 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	4,526,052.60
SUBTOTAL	4,526,052.60

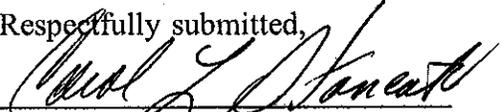
PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,207,276.18

TOTAL DISBURSEMENTS APPROVED 5,733,328.78

David Bogdala	Daniel Prozanski Jr.
Katherine Marks	Eric Haugaard
Tod Ohnstad	Theodore Ruffalo

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,

 Director of Finance

(disbursementsblank.share.fin)

Finance Agenda #6

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #8

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 05/09/11

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105087	4/20	CITY OF RACINE	631-09-50101-264-000	2011 APWA SPRING CNF	370.00
			501-09-50101-264-000	2011 APWA SPRING CNF	185.00
			110-03-53101-264-000	2011 APWA SPRING CNF	185.00
				..... CHECK TOTAL	740.00
105088	4/20	KENOSHA COUNTY CLERK	409-11-50904-581-000	TITLE/TEMP EASEMENT	18,400.00
105089	4/21	ACE HARDWARE	110-05-55109-344-000	03/11 PA-MERCHANDISE	115.42
			110-05-55109-246-000	03/11 PA-MERCHANDISE	107.97
			110-05-55109-244-000	03/11 PA-MERCHANDISE	88.49
			521-09-50101-241-000	03/11 AR-MERCHANDISE	78.96
			110-02-52203-382-000	03/11 FD-MERCHANDISE	53.78
			110-05-55109-389-000	03/11 PA-MERCHANDISE	46.85
			501-09-50105-389-000	03/11 SW-MERCHANDISE	29.99
			521-09-50101-353-000	03/11 AR-MERCHANDISE	25.98
			110-05-55109-361-000	03/11 PA-MERCHANDISE	24.04
			110-03-53109-361-000	03/11 ST-MERCHANDISE	13.49
			110-03-53109-375-000	03/11 ST-MERCHANDISE	9.99
			501-09-50104-389-000	03/11 SW-MERCHANDISE	6.98
			110-02-52203-357-000	03/11 FD-MERCHANDISE	3.75
			520-09-50202-249-000	03/11 TD-MERCHANDISE	3.50
				..... CHECK TOTAL	609.19
			105090	4/21	TEAMSTERS LOCAL UNION 43	110-00-21555-000-000	04/22/11 UNION DUES	750.60
105091	4/21	VIKING ELECTRIC SUPPLY	632-09-50101-246-000	03/11 SE ELECTRICAL	70.44
105092	4/21	HWY C SERVICE	110-05-55109-344-000	3/11-PA SERVICE/PART	266.41
			110-05-55109-344-000	3/11-PA SERVICE/PART	224.07
			630-09-50101-393-000	3/11-SE#2504 SERVICE	105.00
			110-05-55109-344-000	3/11-PA SERVICE/PART	94.74
			110-05-55109-344-000	3/11-PA SERVICE/PART	3.57
				..... CHECK TOTAL	693.79
105093	4/21	ICMA RETIREMENT TRUST	110-00-21572-000-000	4/1-15/11 CONTRIBS	65,004.91
			110-00-21599-000-000	4/1-15/11 CONTRIBS	3,005.00
				..... CHECK TOTAL	68,009.91
105094	4/21	WIS DEPT OF REVENUE	110-09-56507-259-999	3/11 SALES TAX	111.17

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105095	4/21	KRANZ, INC.	630-09-50101-393-000	3/11-SE PRODUCTS	2,913.16
			630-09-50101-393-000	3/11-SE PRODUCTS	1,035.92
			630-09-50101-393-000	3/11-SE PRODUCTS	684.00
				..... CHECK TOTAL	4,633.08
105096	4/21	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	03/11 CE LABOR & MAT	120.44
105097	4/21	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	04/22/11 CITY HRLY	15,624.00
			110-00-21562-000-000	04/22/11 WATER HRLY	4,299.85
			110-00-21562-000-000	04/22/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	20,128.85
105098	4/21	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	3/15/10 B MILLER	17,554.26
			110-02-52101-219-000	3/11-#11-033479-LAB	52.00
			110-02-52101-219-000	3/11-#11-031615 LAB	52.00
			110-02-52101-219-000	3/11-#11-033479 LAB	52.00
				..... CHECK TOTAL	17,710.26
105099	4/21	PALMEN BUICK	630-09-50101-393-000	03/11 CE PARTS & MAT	877.41
			630-09-50101-393-000	03/11 CE PARTS & MAT	73.40
				..... CHECK TOTAL	950.81
105100	4/21	VAN'S GAS SERVICE INC	110-03-53116-246-000	3/11-WA PROPANE GAS	20.40
			501-09-50105-355-000	3/11-SW PROPANE GAS	15.30
				..... CHECK TOTAL	35.70
105101	4/21	VAN'S ROOFING, INC	110-01-51801-245-000	ROOF REPAIR	567.73
105102	4/21	KENOSHA WATER UTILITY	110-05-55109-223-000	01-02/11 STORMWATER	7,730.66
			524-05-50101-223-000	01-02/11 STORMWATER	621.68
			110-03-53103-223-000	01-02/11 STORMWATER	547.88
			520-09-50301-223-000	01-02/11 STORMWATER	441.96
			445-11-50401-589-000	01-02/11 STORMWATER	289.34
			110-03-53116-223-000	01-02/11 STORMWATER	221.80
			463-11-50801-589-000	01-02/11 STORMWATER	168.42
			110-01-51802-223-000	01-02/11 STORMWATER	153.96
			110-02-52203-223-000	01-02/11 STORMWATER	144.68
			491-11-50102-219-000	01-02/11 STORMWATER	127.72
			519-09-50116-249-000	01-02/11 STORMWATER	119.24
			110-01-51802-223-000	01-02/11 STORMWATER	116.86
			519-09-50124-249-000	01-02/11 STORMWATER	109.42
			519-09-50103-249-000	01-02/11 STORMWATER	105.20
			519-09-50109-249-000	01-02/11 STORMWATER	60.94
			110-09-56519-259-000	01-02/11 STORMWATER	53.52
			519-09-50120-249-000	01-02/11 STORMWATER	43.98
			110-01-51802-223-000	01-02/11 STORMWATER	39.48
			519-09-50118-249-000	01-02/11 STORMWATER	38.94
			491-11-50106-219-000	01-02/11 STORMWATER	35.24
			110-05-55109-223-000	01-02/11 STORMWATER	29.94

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51802-223-000	01-02/11 STORMWATER	8.74
			420-11-50603-589-000	01-02/11 STORMWATER	7.68
				..... CHECK TOTAL	11,217.28
105103	4/21	KENOSHA WATER UTILITY	110-05-55109-223-000	#1 4/01/11 WTR/STRM	4,932.88
			110-05-55109-224-000	#1 4/01/11 WTR/STRM	2,625.18
			110-01-51802-223-000	#1 912 35TH ST	604.46
			524-05-50101-223-000	#1 4/01/11 WTR/STRM	489.98
			110-02-52203-224-000	#1 4/01/11 WTR/STRM	473.59
			110-05-55104-224-000	#1 4/01/11 WTR/STRM	421.34
			110-02-52203-223-000	#1 4/01/11 WTR/STRM	371.52
			110-05-55111-224-000	#1 4/01/11 WTR/STRM	366.48
			110-05-55106-224-000	#1 4/01/11 WTR/STRM	358.16
			110-01-51801-223-000	#4 4/01/11 WTR/STRM	332.97
			110-01-51801-224-000	#4 4/01/11 WTR/STRM	265.25
			524-05-50101-224-000	#1 4/01/11 WTR/STRM	253.26
			522-05-50102-224-000	#1 4/01/11 WTR/STRM	242.72
			633-09-50101-224-000	#1 4/01/11 WTR/STRM	125.80
			633-09-50101-223-000	#1 4/01/11 WTR/STRM	117.92
			520-09-50301-224-000	#1 4/01/11 WTR/STRM	83.92
			110-03-53116-224-000	#1 4/01/11 WTR/STRM	77.92
			110-02-52110-223-000	#1 4/01/11 WTR/STRM	76.58
			110-05-55102-224-000	#1 4/01/11 WTR/STRM	38.70
			110-02-52110-224-000	#1 4/01/11 WTR/STRM	30.26
			110-01-51802-224-000	#1 912 35TH ST	28.64
			520-09-50301-223-000	#1 4/01/11 WTR/STRM	15.10
				..... CHECK TOTAL	12,332.63
105104	4/21	REINDERS INC.	110-05-55109-353-000	HERBICIDE	1,733.16
			110-05-55109-353-000	HERBICIDE	1,111.99
				..... CHECK TOTAL	2,845.15
105105	4/21	KENOSHA WATER UTILITY	420-11-50703-589-000	1-2/11 STORMWATER	42.66
105106	4/21	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	MAGAZINE CASE	202.99
			110-02-52103-365-000	MAGAZINE CASE	120.00
			110-02-52103-365-000	STORM SLING XT:	30.00
			110-02-52103-365-000	SLING ADAPTER	22.00
				..... CHECK TOTAL	374.99

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105107	4/21	WEST GROUP	110-01-50301-322-000	03/11 ONLINE MATERIA	715.65
105108	4/21	AT&T	110-01-51801-225-000	3/28-4/27 653-7213	629.06
			110-02-52108-225-000	04/11 656-1234	270.43
			110-01-51801-227-000	3/28-4/27 653-8297	139.57
			110-01-51801-225-000	3/28-4/27 942-8834	38.78
			110-01-51801-225-000	04/11 605-9294	38.75
			110-05-55111-225-000	3/28-4/27 942-3781	32.46
				..... CHECK TOTAL	1,149.05
105109	4/21	ZILSKE LAW FIRM S C	110-09-56405-212-000	6/18/10 D PALMER	2,118.80
			110-09-56405-212-000	6/23/09 P ROMANO	1,172.00
			110-09-56405-212-000	4/4/07 P ROMANO	364.00
			110-09-56405-212-000	12/25/09 D GAEDE	94.50
				..... CHECK TOTAL	3,749.30
105110	4/21	DWD-UI	110-09-56308-157-000	03/11 UNEMPLOYMENT	38,962.01
			520-09-50101-157-000	03/11 UNEMPLOYMENT	5,414.74
			110-00-15601-000-000	03/11 UNEMPLOYMENT	1,377.60
			110-09-56308-157-000	03/11 UNEMPLOYMENT	693.00
			110-09-56308-157-000	03/11 UNEMPLOYMENT	88.62CR
				..... CHECK TOTAL	46,358.73
105111	4/21	FEDEX	110-01-51306-312-000	4/06/11 PA-YAMAHA	29.44
			110-01-51306-312-000	4/04/11 PW-DNR	23.05
				..... CHECK TOTAL	52.49
105112	4/21	RC ELECTRONICS	754-09-50102-579-000	INSTL CAMERA SYSTEM	15,400.00
105113	4/21	LINCOLN CONTRACTORS SUPPLY	110-03-53109-361-000	3/11-ST TOOLS/SUPPLI	119.00
105114	4/21	GENUINE HVAC L.L.C.	110-03-53116-241-000	REPAIR HEATING SYST	540.00
105115	4/21	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	04/22/11 B GARRETT	121.76
105116	4/21	WETLAND & WATERWAY CONSULT.	403-11-51106-589-000	01-03/11 PROFESSIONA	28,732.02
105117	4/21	NAPA AUTO PARTS CO.	630-09-50101-393-000	03/11 CE PARTS/FILTE	3,280.02
			630-09-50101-393-000	PARTS FOR FLEET 2330	818.71
			520-09-50401-347-000	03/11 TD PARTS/FILTE	651.24
			110-05-55109-344-000	03/11 PA PARTS/FILTE	506.37
			110-02-52203-344-000	03/11 FD PARTS/FILTE	502.64
			206-02-52205-344-000	03/11 FD PARTS/FILTE	358.44
			520-09-50201-347-000	03/11 TD PARTS/FILTE	209.45
			110-05-55109-361-000	03/11 PA PARTS/FILTE	192.82
			110-01-51801-361-000	3/11 MB PARTS/FILTER	183.78
			110-03-53107-344-000	03/11 ST PARTS/FILTE	149.99
			110-03-53103-389-000	03/11 ST PARTS/FILTE	148.00
			520-09-50201-317-000	03/11 TD PARTS/FILTE	113.28

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-341-000	03/11 PA PARTS/FILTE	109.47
			110-02-52203-361-000	03/11 FD PARTS/FILTE	59.99
			501-09-50104-389-000	03/11 SW PARTS/FILTE	44.37
			632-09-50101-343-000	03/11 SE PARTS/FILTE	31.94
			501-09-50104-344-000	03/11 SW PARTS/FILTE	23.97
			110-03-53107-389-000	03/11 ST PARTS/FILTE	5.40
			110-03-53103-344-000	03/11 ST PARTS/FILTE	247.26CR
				..... CHECK TOTAL	7,142.62
105118	4/21	M & M PAINTS INC.	630-09-50101-393-000	3/11-SPRAY PAINT AER	227.40
105119	4/21	REGISTRATION FEE TRUST	520-09-50301-311-000	PLATE #2012 TO 1667	1.00
			520-09-50301-311-000	PLATE #2566 TO 2802	1.00
			520-09-50301-311-000	PLATE #2565 TO 2798	1.00
				..... CHECK TOTAL	3.00
105120	4/21	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	MERCHANDISE	440.00
105121	4/21	KENOSHA COUNTY	110-01-50901-311-000	REGAL POINTE DOCS	159.00
105122	4/21	CHEM-TECH INTERNATIONAL	110-01-51801-389-000	CHEMICALS	150.98
			110-01-51801-389-000	CHEMICALS	111.00
			110-01-51801-389-000	CHEMICALS	82.00
				..... CHECK TOTAL	343.98
105123	4/21	AMR INC.	110-01-51701-232-000	MAINTENANCE AGREEMNT	550.00
105124	4/21	FLORIDA MICRO	631-09-50101-363-000	BACKUP DRIVES	1,506.96
			501-09-50103-363-000	BACKUP DRIVES	1,506.96
				..... CHECK TOTAL	3,013.92
105125	4/21	LIBERTY BUILDERS, LLC	286-06-50202-259-000	#5257195 CO 9-10	369.52
			286-06-50213-259-000	#5257198 - CO 11	355.63
			286-06-50211-259-000	#5257197 - CO 9	50.00
				..... CHECK TOTAL	775.15
105126	4/21	PARTNERS IN DESIGN	520-00-18751-000-000	METRA STATION REHAB	3,191.62
105127	4/21	LAB SAFETY SUPPLY INC	110-02-52203-246-000	COAT RACK HANGER	183.51

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105128	4/21	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	3/11-TIRE RECYCLING	1,891.08
105129	4/21	LEE PLUMBING, INC.	520-09-50202-249-000	3/11-TD PLUMBING SER	767.50
			110-03-53103-246-000	4/11-ST BOILER PUMP	555.17
				..... CHECK TOTAL	1,322.67
105130	4/21	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000	03/11 CE PARTS-MATER	2,615.00
			520-09-50201-347-000	03/11 TD BUS PARTS/M	650.84
			206-02-52205-344-000	03/11 FD PARTS & MAT	201.10
				..... CHECK TOTAL	3,466.94
105131	4/21	HUMANA CLAIMS	611-09-50101-155-527	04/18/11 MED CLAIMS	107,207.14
			611-09-50101-155-527	04/20/11 MED CLAIMS	46,292.29
			611-09-50101-155-527	04/18/11 PHARMACY	15,287.55
			611-09-50101-155-527	04/15/11 PHARMACY	10,403.92
			611-09-50101-155-527	04/15/11 MED CLAIMS	6,557.02
			611-09-50101-155-527	04/19/11 MED CLAIMS	5,784.31
			611-09-50101-155-527	04/19/11 PHARMACY	5,157.43
			611-09-50101-155-527	04/20/11 PHARMACY	2,662.30
				..... CHECK TOTAL	199,351.96
105132	4/21	HEALTHSTAT	611-09-50101-155-504	03/11 MID LVL PROV	16,478.00
			611-09-50101-155-504	03/11 PRGM ADMN FEE	6,669.74
			611-09-50101-155-504	03/11 REF LAB FEES	1,859.63
				..... CHECK TOTAL	25,007.37
105133	4/21	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	04/22/11 L SAYLOR	36.41
105134	4/21	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	04/22/11 CHRISTERSON	133.78
105135	4/21	INSTY-PRINTS	110-03-53107-311-000	03/11 SNOW RT BINDR	252.63
105136	4/21	WISCONSIN BUILDING SUPPLY	286-06-50302-259-000	#5254314 MATEROA;S	3,814.35
			286-06-50302-259-000	#5254314 MATERIALS	447.00
			286-06-50302-259-000	#5254314 MATERIALS	325.13
			286-06-50302-259-000	#5254314 MATERIALS	172.28
			286-06-50302-259-000	#5254314 MATERIALS	46.96
			286-06-50302-259-000	#5254314 MATERIALS	10.24
			286-06-50302-259-000	#5254314 MATERIALS	197.74CR
				..... CHECK TOTAL	4,618.22

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105137	4/21	BRINKMANN CORPORATION	501-09-50103-361-000	LIGHTBULBS-802-17470	40.90
105138	4/21	T & A INDUSTRIAL, LTD.	630-09-50101-393-000	3/11-SE MAINT/SAFETY	34.38
105139	4/21	ZEP MANUFACTURING CO.	110-01-51801-382-000	ROLL TOWELS	738.55
105140	4/21	KUEMMERLING, INC., KARL	110-03-53113-361-000	MISCELLANEOUS TOOLS	206.60
105141	4/21	MARTIN PETERSEN COMPANY, INC.	403-11-50904-589-000	REPLACE BACKFLOW	2,725.00
105142	4/21	KNIGHT-BARRY TITLE, INC.	110-00-21106-000-000	2010 TAX-3504 14 PL	78.19
105143	4/21	FORCE AMERICA	630-09-50101-393-000	CONTROL HEAD	2,201.88
105144	4/21	MENARDS (KENOSHA)	422-11-50906-527-000	5 SHELF STEEL	1,151.64
			110-03-53113-389-000	03/11 ST MERCHANDISE	295.98
			501-09-50105-344-000	03/11 SW MERCHANDISE	253.33
			501-09-50105-344-000	03/11 SW MERCHANDISE	250.00
			521-09-50101-249-000	03/11 AR MERCHANDISE	208.97
			110-05-55109-357-000	03/11 PA MERCHANDISE	93.27
			501-09-50105-344-000	03/11 SW MERCHANDISE	88.66
			520-09-50202-249-000	03/11 TD MERCHANDISE	71.72
			501-09-50105-387-000	03/11 ST MERCHANDISE	64.80
			110-05-55109-389-000	03/11 PA MERCHANDISE	59.97
			110-02-52203-382-000	03/11 FD #3 MERCHAND	40.06
			110-05-55109-244-000	03/11 PA MERCHANDISE	33.50
			520-09-50202-249-000	03/11 TD MERCHANDISE	32.94
			110-05-55109-361-000	03/11 PA MERCHANDISE	31.47
			286-06-50302-259-000	#5255855 MATERIALS	31.22
			110-03-53107-389-000	03/11 ST MERCHANDISE	29.82
			110-03-53109-375-000	03/11 ST MERCHANDISE	27.90
			286-06-50302-259-000	#5254301 MATERIALS	12.09
			521-09-50101-246-000	03/11 AR MERCHANDISE	9.89
			521-09-50101-382-000	03/11 AR MERCHANDISE	9.65
			521-09-50101-382-000	03/11 AR MERCHANDISE	3.91
			286-06-50302-259-000	#5254301 MATERIALS	5.64CR
				..... CHECK TOTAL	2,795.15
105145	4/21	SHERWIN INDUSTRIES	110-03-53103-355-000	3/11-ST COLD PATCH P	4,684.13

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105146	4/21	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-365-000	HELMET	253.11
			110-02-52103-365-000	HELMET	253.11
				..... CHECK TOTAL	506.22
105147	4/21	BELLE CITY FIRE EXTINGUISHER	524-05-50101-235-000	03/11 GO-EXTINGUISH	90.00
105148	4/21	WIS SCTF	110-00-21581-000-000	04/22/11 HRLY DEDCT	1,054.42
105149	4/21	PREVOST CAR (US) INC	520-09-50201-347-000	03/11 BUS PARTS	2.00
105150	4/21	HALLMAN LINDSAY	110-05-55104-249-000	4/11-PA PAINT/PRODUC	237.65
			110-05-55109-244-000	3/11-PA PAINT/PRODUC	35.99
				..... CHECK TOTAL	273.64
105151	4/21	CEDAR CREST	524-05-50101-397-000	4/11-GO CONCESSION S	99.44
105152	4/21	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	04/22/11 J PETRILLO	139.82
105153	4/21	NEXTEL COMMUNICATIONS	110-02-52109-226-000	03/11 PHONE SERVICE	322.09
105154	4/21	GRAINGER	110-02-52201-311-000	3/11-FD PARTS/MATERI	9.36
105155	4/21	TIME WARNER CABLE	110-01-51102-233-000	4/19-5/18/11-SE RR	139.95
105156	4/21	CORECOMM/INTERNET SERVICES	110-01-51102-233-000	WEBSITE HOSTING	359.40
105157	4/21	CINTAS CORP	632-09-50101-259-000	03/11 SE-UNIFORM/GLV	598.51
			520-09-50201-367-000	03/11 TD-UNIFORM/GLV	330.65
			110-02-52203-259-000	03/11 FD-UNIFORM/GLV	198.12
				..... CHECK TOTAL	1,127.28
105158	4/21	ARAMARK	110-01-51801-246-000	03/11 MB-ENTRNC MATS	98.28
			110-05-55109-246-000	03/11 PA-ENTRNC MATS	45.36
			520-09-50202-246-000	03/11 TD-ENTRNC MATS	41.64
			110-03-53116-246-000	03/11 WA-ENTRNC MATS	40.00
			632-09-50101-246-000	03/11 SE-ENTRNC MATS	16.00
				..... CHECK TOTAL	241.28
105159	4/21	PROCESSWORKS INC.	110-00-21578-000-000	04/19/11 CHECK REG	1,177.18

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105160	4/21	SPEEDWAY LLC	110-00-44709-000-000	A. LANE LICENSE	50.00
			110-00-44709-000-000	BRENDEMIHL LICENSE	50.00
				..... CHECK TOTAL	100.00
105161	4/21	LAKESIDE OIL	520-09-50106-341-000	04/11 DIESEL FUEL	26,677.85
105162	4/21	IAFF/NATIONWIDE	110-00-21574-000-000	4/1-15/11 CONTRIBS	19,963.99
105163	4/21	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	4/1-15/11 CONTRIBS	11,177.23
105164	4/21	BALL HORTICULTURE CO	110-05-55103-353-000	03/11 FLOWERS, PLANTS	1,868.95
			110-05-55103-353-000	03/11 FLOWERS, PLANTS	353.61
			110-05-55103-353-000	03/11 FLOWERS, PLANTS	301.89
			110-05-55103-353-000	03/11 FLOWERS, PLANTS	78.26
				..... CHECK TOTAL	2,602.71
105165	4/21	MIDWEST PHYS ANES SERVICES	110-09-56405-161-000	3/18/07 C LEIPZIG	900.00
105166	4/21	FROEDTERT MEMORIAL HOSPITAL	110-09-56405-161-000	12/4/10 J PETERSON	607.68
105167	4/21	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	3/15/10 B MILLER	833.16
105168	4/21	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	6/24/06 K KOPESKY	293.25
			110-09-56405-161-000	3/17/11 T KEMEN	36.55
				..... CHECK TOTAL	329.80
105169	4/21	JOHNSON BANK	110-00-21802-000-000	UNIFIED TAX LEVY	707,842.74
			110-00-21801-000-000	KENOSHA CO TAX STLMT	290,728.63
			110-00-21809-000-000	KENOSHA CO TAX STLMT	12,575.24
				..... CHECK TOTAL	1,011,146.61
105170	4/21	CONCORDIA UNIVERSITY	724-00-21933-000-000	Z SWIATKO-SCHLRSHIP	1,000.00
105171	4/21	WISCONSIN CVS PHARMACY LLC	110-00-44204-000-000	CLASS A LIQUOR LIC	125.00
			110-00-44202-000-000	CLASS A BEER LICENSE	100.00
				..... CHECK TOTAL	225.00
105172	4/21	KOHN LAW FIRM S.C.	110-00-21581-000-000	04/22/11 D LARSON	275.28
105173	4/21	CORELOGIC TAX SERVICES	110-00-21106-000-000	2010 TAX-6105 94 CT	17,525.30

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105174	4/21	BRAGADOS BANQUETS, LLC	110-00-44203-000-000	CLASS B BEER/LIQUOR	125.00
105175	4/21	GOMEZ, LISETTE M	110-00-44709-000-000	BARTENDER LICENSE	50.00
105176	4/21	HARPER, CHRIS L	110-00-44709-000-000	BARTENDER LICENSE	50.00
105177	4/21	BIELEFELDT, WILLIAM	110-00-44709-000-000	BARTENDER LICENSE	50.00
105178	4/21	MUTCHLER, VINCENT L.	110-09-56405-166-000	4/15-5/15/11 PPD	1,092.00
105179	4/21	DESCHLER, STEVEN H.	110-09-56405-166-000	3/22-4/21/11 PPD	1,269.00
105180	4/21	EFFINGER, THOMAS	110-00-21109-000-000	2011 2ND QTR INS	9.00
105181	4/21	BOSMAN, KEITH	110-01-51301-263-000	4/3-5/11-PHILADELPHI	313.34
			110-01-51301-263-000	4/3-5/11-PHILADELPHI	80.07
			110-01-51301-262-000	4/3-5/11-PHILADELPHI	54.50
			110-01-51301-261-000	4/3-5/11-PHILADELPHI	36.00
			110-01-51301-311-000	CRIMESTOPPERS GIFT	21.09
			110-01-51301-261-000	PARKING FEE	7.00
				..... CHECK TOTAL	512.00
105182	4/21	PETRILLO, JOHN	110-09-56405-166-000	8% PPD/RIGHT WRIST	9,024.00
105183	4/27	RNOW, INC.	630-09-50101-393-000	03/11 PARTS/MATERIAL	66.01
105184	4/27	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	03/11 ST ELECTRICAL	76.19
			520-09-50202-246-000	03/11 TD ELECTRICAL	73.63
			110-03-53109-375-000	03/11 ST ELECTRICAL	53.44
			632-09-50101-246-000	03/11 SE ELECTRICAL	35.22
				..... CHECK TOTAL	238.48
105185	4/27	KRANZ, INC.	110-05-55109-389-000	BAGS	390.00
			110-05-55109-389-000	GLOVES	382.20
			110-05-55109-389-000	GLOVES	318.50
			110-05-55109-389-000	GLOVES	260.64
			110-05-55109-389-000	GLOVES	127.40
			110-05-55109-389-000	4/11-PA MERCH CREDIT	81.60CR
			 CHECK TOTAL	1,397.14

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105186	4/27	KENOSHA ANIMAL HOSPITAL	213-09-50101-381-000	4/11-MIKY VET EXAM	453.01
			213-09-50101-381-000	2/11-CHICO TABS-VET	99.50
			213-09-50101-381-000	3/11-CHICO VETERINAR	30.00
			213-09-50101-381-000	4/11-VET CREDIT	32.47CR
				..... CHECK TOTAL	550.04
105187	4/27	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	04/11 ANIMAL CONTRL	11,283.57
105188	4/27	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	03/11 11-030195 LAB	52.00
			110-02-52101-219-000	03/11 11-036381 LAB	52.00
			110-02-52101-219-000	03/11 11-035829 LAB	52.00
			110-02-52101-219-000	03/11 11-035849 LAB	52.00
			110-02-52101-219-000	03/11 11-035888 LAB	52.00
			110-02-52101-219-000	03/11 11-034823 LAB	52.00
				..... CHECK TOTAL	312.00
105189	4/27	KENOSHA NEWS	761-09-50101-326-000	3/18+3/25 KCM ADS	370.00
			520-09-50301-328-000	04/11 BUS TIRE PROPO	65.66
				..... CHECK TOTAL	435.66
105190	4/27	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	AMECHE 2/14-3/15/11	98.08
105191	4/27	FIRST SUPPLY CO.	501-09-50105-359-000	03/11 SW SUPPLIES AN	18.34
105192	4/27	NOTARY BOND RENEWAL SERVICE	110-02-52102-219-000	J KENDALL BOND FEES	25.00
105193	4/27	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	3/11-SE TIRES/TUBES	8,055.63
105194	4/27	SHOPKO DEPT. STORE	110-02-52203-382-000	3/11-FD#3 MERCHANDIS	28.98
105195	4/27	WILLKOMM INC., JERRY	630-09-50101-391-000	03/11 UNLEADED GASOL	23,962.50
			521-09-50101-341-000	12/10 FUEL	1,599.03
				..... CHECK TOTAL	25,561.53
105196	4/27	WIS DEPT OF REVENUE	110-00-21512-000-000	04/01-15/11 DEDUCTS	121,390.88
105197	4/27	WE ENERGIES	110-03-53109-221-000	#17 03/16-04/13	1,016.28
			110-03-53109-221-000	#17 03/13-04/11	954.24
			110-03-53109-221-000	#17 03/15-04/13	919.32
			110-02-52203-221-000	#17 03/14-04/11	851.74
			110-03-53109-221-000	#17 03/17-04/13	736.98
			110-05-55102-221-000	#17 03/08-04/07	663.46
			110-02-52203-221-000	#17 03/13-04/11	605.08
			110-02-52203-222-000	#17 03/10-04/10	393.49
			110-05-55109-221-000	#17 03/10-04/10	353.10
			110-05-55109-221-000	#17 03/16-04/14	290.01
			110-03-53109-221-000	#17 03/16-04/14	271.01
			110-02-52203-222-000	#17 03/13-04/14	249.04
			110-03-53103-221-000	#17 03/10-04/10	225.82

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-221-000	#17 03/15-04/13	172.73
			110-03-53116-221-000	#17 03/16-04/14	154.49
			110-05-55109-222-000	#17 03/10-04/10	152.65
			110-05-55102-221-000	#17 03/15-04/13	145.23
			110-03-53109-221-000	#17 03/10-04/10	140.98
			110-05-55102-221-000	#17 03/14-04/12	91.97
			110-05-55109-221-000	#17 03/11-04/11	63.37
			632-09-50101-221-000	#17 03/16-04/14	37.64
			110-05-55109-221-000	#17 03/17-04/15	29.69
			519-09-50106-221-000	#17 03/10-04/10	26.75
			110-05-55109-221-000	#17 03/14-04/12	16.72
			110-05-55109-221-000	#17 03/17-04/17	8.76
			110-05-55109-221-000	#17 03/09-04/07	8.57
			110-05-55109-222-000	#17 03/14-04/12	8.41
			110-05-55109-222-000	#17 03/09-04/07	8.41
				..... CHECK TOTAL	8,595.94
105198	4/27	WIS RETIREMENT SYSTEM	110-00-21625-000-000	03/11 PENSION	659,764.32
			110-02-52203-153-000	03/11 PENSION	11,500.51
			110-00-21521-000-000	03/11 PENSION	5,545.00
			110-02-52103-153-000	03/11 PENSION	939.44
				..... CHECK TOTAL	677,749.27
105199	4/27	A & R DOOR SERVICE	632-09-50101-246-000	03/11 SE DOOR REPAIR	591.00
105200	4/27	BEACON ATHLETICS	110-05-55102-356-000	DRYING AGENT	1,320.00
			110-05-55102-356-000	SPARKLE NO. 6	875.00
				..... CHECK TOTAL	2,195.00
105201	4/27	AT&T	206-02-52205-227-000	4/10-5/09 DS1 SERVC	900.00
			206-02-52205-227-000	4/10-5/09 DS1 SERVC	588.00
				..... CHECK TOTAL	1,488.00
105202	4/27	TRAVELERS INSURANCE	206-02-52205-219-000	MED DIRECTOR POLICY	510.00
105203	4/27	CHASE BANK KENOSHA	110-00-21513-000-000	04/22/11 HRLY DEDCT	22,858.45
			110-00-21612-000-000	04/22/11 HRLY DEDCT	11,931.79
			110-00-21511-000-000	04/22/11 HRLY DEDCT	8,069.31
			110-00-21614-000-000	04/22/11 HRLY DEDCT	2,878.08
			110-00-21514-000-000	04/22/11 HRLY DEDCT	2,878.01
			 CHECK TOTAL	48,615.64

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105204	4/27	ACL LABORATORIES	110-02-52101-219-000	04/11 PD LAB FEES	43.20
105205	4/27	INTERNATIONAL CODE COUNCIL	110-02-52204-322-000	2011 SUBSC RENEWAL	225.00
105206	4/27	AT&T SERVICES	110-02-52102-219-000	CASE 11-033913	50.00
105207	4/27	OFFICEMAX	110-01-50301-311-000	03/11 LE #1778 OFFC	407.50
			110-03-53103-311-000	03/11 ST #1776 OFFC	155.06
			110-01-52001-311-000	08/10 MC #1579 OFFC	121.89
			110-01-51303-311-000	03/11 HR #1774 OFFC	52.03
			110-01-51101-311-000	03/11 FN #1772 OFFC	43.48
			632-09-50101-311-000	03/11 SE #1777 OFFC	41.44
			110-02-52201-311-000	04/11 FD #1780 OFFC	27.60
			110-01-51301-311-000	03/11 AD #1773 OFFC	27.38
			110-01-50101-311-000	03/11 LE #1779 OFFC	7.48
			110-01-52001-311-000	09/10 MC #1579 OFFC	29.56CR
				..... CHECK TOTAL	854.30
105208	4/27	KRUSCHKE EQUIPMENT & SALES	632-09-50101-235-000	12 HOUR TIMER	64.85
105209	4/27	AT SYSTEMS GREAT LAKES	110-01-51201-219-000	04/11 CT ARMORED CAR	297.44
105210	4/27	XEROX CORPORATION	110-02-52201-232-000	02/22-03/22 MAINTENA	58.34
105211	4/27	WISCONSIN WOMEN'S BUSINESS	289-06-50302-259-000	#5257746 SUBGR AGRMT	13,000.00
			289-06-50302-259-000	#5257746 SUBGR AGRMT	2,565.00
			255-06-50357-259-000	#5257746 SUBGR AGRMT	2,235.95
			254-06-50354-259-000	#5257746 SUBGR AGRMT	941.93
				..... CHECK TOTAL	18,742.88
105212	4/27	INTERSPIRO	110-02-52203-235-000	3/11-FD SCBA PARTS	48.52
105213	4/27	T-MOBILE	631-09-50101-226-000	03/11 WIRELESS CARD	42.19
105214	4/27	PITNEY BOWES	110-01-51306-282-000	4/11-MACHINE LEASE/M	364.00
105215	4/27	STARFIRE SYSTEMS, INC.	501-09-50105-219-000	SPRINKLER MONITORING	288.00
			110-03-53103-219-000	SPRINKLER MONITORING	288.00
			 CHECK TOTAL	576.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105216	4/27	GUTTORMSEN, HARTLEY,	110-01-50101-219-000	03/11 SERVICES	200.00
105217	4/27	RAY O'HERRON CO.	110-02-52103-364-000	GLOCK GEN4 23 WITH	1,810.00
			110-02-52103-364-000	GLOCK GEN4 22 WITH	1,504.82
			110-02-52103-364-000	GLOCK 27 WITH FIXED	362.00
				..... CHECK TOTAL	3,676.82
105218	4/27	CINTAS DOCUMENT MANAGEMENT	110-02-52101-219-000	03/11 PURGE SERVICE	17.50
105219	4/27	HUMANA CLAIMS	611-09-50101-155-527	04/25/11 MED CLAIMS	176,384.17
			611-09-50101-155-527	04/21/11 MED CLAIMS	39,176.46
			611-09-50101-155-527	04/25/11 PHARMACY	19,779.06
			611-09-50101-155-527	04/22/11 PHARMACY	11,899.97
			611-09-50101-155-527	04/21/11 PHARMACY	7,960.88
			611-09-50101-155-527	04/22/11 MED CLAIMS	5,433.74
			611-09-50101-155-527	03/10 SUBROGATION	69.41
			611-09-50101-155-524	03/10 SHARED SAVINGS	111.41CR
			611-09-50101-155-527	03/10 VOIDS	273.00CR
			611-09-50101-155-527	03/10 FINCL RECOV	3,742.06CR
				..... CHECK TOTAL	256,577.22
105220	4/27	PAUL CONWAY SHIELDS	110-02-52206-367-000	03/11 TURNOUT GEAR	1,294.94
			110-02-52206-367-000	03/11 TURNOUT GEAR	620.00
				..... CHECK TOTAL	1,914.94
105221	4/27	AT&T	110-01-51801-225-000	03/11 ONE NET CHARGE	240.59
			110-00-14401-000-000	03/11 ONE NET CHARGE	48.62
			520-09-50301-225-000	03/11 ONE NET CHARGE	20.23
			110-00-15202-000-000	03/11 ONE NET CHARGE	6.84
				..... CHECK TOTAL	316.28
105222	4/27	TOWN & COUNTRY GLASS	110-01-51801-246-000	03/11 RM 202 GLASS R	120.00
105223	4/27	HUMANA INSURANCE CO	611-09-50101-155-517	05/11 PREMIUM	71,850.60
			611-09-50101-155-518	05/11 PREMIUM	29,875.10
			611-09-50101-155-519	05/11 PREMIUM	4,904.60
			611-09-50101-155-525	05/11 PREMIUM	3,548.75
			611-09-50101-155-525	04/11 ADJ	29.75CR
			611-09-50101-155-518	05/11 PREMIUM	75.33CR
			 CHECK TOTAL	110,073.97

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105224	4/27	US CELLULAR	206-02-52205-226-000	04/11 FD-CELL SERVC	137.55
			110-03-53103-226-000	04/11 ST-CELL AIRTM	121.88
			110-02-52102-226-000	02/11 PD-CELL AIRTM	110.84
			110-02-52102-226-000	02/11 PD-CELL SERVC	90.00
			110-01-51801-226-000	04/11 MB-CELL AIRTM	76.79
			110-02-52102-226-000	01/11 PD-CELL AIRTM	63.32
			206-02-52205-226-000	04/11 FD-CELL AIRTM	40.03
			110-02-52102-226-000	01/11 PD-CELL SERVC	27.00
			110-02-52103-226-000	02/11 PD-CELL SERVC	21.00
			110-02-52103-226-000	01/11 PD-CELL SERVC	18.00
			110-03-53103-226-000	04/11 ST-CELL SERVC	15.00
			110-02-52103-226-000	02/11 PD-CELL AIRTM	12.97
			110-02-52103-226-000	01/11 PD-CELL AIRTM	10.25
			110-01-51801-226-000	04/11 MB-CELL SERVC	6.00
			205-03-53118-226-000	04/11 WA-CELL AIRTM	3.86
			520-09-50401-227-000	04/11 TD-CELL SERVC	3.00
			205-03-53119-226-000	04/11 ST-CELL SERVC	3.00
			205-03-53118-226-000	04/11 WA-CELL SERVC	3.00
			110-02-52101-226-000	02/11 PD-CELL SERVC	3.00
			110-02-52101-226-000	01/11 PD-CELL SERVC	3.00
			205-03-53119-226-000	04/11 ST-CELL AIRTM	2.90
			110-02-52101-226-000	02/11 PD-CELL AIRTM	1.15
			110-02-52101-226-000	01/11 PD-CELL AIRTM	1.14
			520-09-50401-227-000	04/11 TD-CELL AIRTM	.84
				..... CHECK TOTAL	775.52
105225	4/27	WASTE MANAGEMENT OF WI	110-03-53117-253-416	03/11 1199.90 TONS	26,397.82
			110-03-53117-253-416	03/11 WDNR TONNAGE F	15,598.70
			501-09-50104-253-000	03/11 293.31 TONS	6,452.80
			501-09-50104-253-000	03/11 WDNR TONNAGE	3,813.03
			110-03-53117-253-417	03/11 157.68 TONS	3,468.96
			110-03-53117-253-417	03/11 19 CMPCT PULLS	3,002.00
			110-03-53117-253-417	03/11 WDNR TONNAGE	2,049.84
			110-03-53117-253-416	03/11 FUEL SURCHARGE	1,918.64
			501-09-50104-253-000	03/11 FUEL SURCHARGE	473.53
			110-03-53117-253-417	03/11 FUEL SURCHARGE	472.39
			110-03-53117-253-416	03/11 ENVIRO SURCHG	348.00
			501-09-50104-253-000	03/11 ENVIRO SURCHG	150.00
			110-03-53117-253-417	03/11 ENVIRO SURCHG	114.00
			 CHECK TOTAL	64,259.71

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105226	4/27	SCHMIDT IMPLEMENT CO. INC.	521-09-50101-344-000	3/11-AR SERVICE/PART	354.05
			521-09-50101-344-000	3/11-AR SERVICE/PART	322.19
				..... CHECK TOTAL	676.24
105227	4/27	STIPPICH, SELIN & CAIN, LLC	110-01-50101-219-000	02-04/15/11 SERVICES	2,928.00
105228	4/27	REGISTER OF DEEDS	110-09-56501-259-000	RAZE 5722-30 6TH AV	30.00
105229	4/27	R STEVENS & ASSOCIATES	420-11-51102-583-000	REMOVE ASBESTOS	3,300.00
105230	4/27	WI IAAI	110-02-52203-264-000	K SCHROEDER-6/7-9/11	250.00
105231	4/27	WIS DEPT OF NATURAL RESOURCE	409-11-50904-581-000	RAZE 39TH AVE BLDG	135.00
105232	4/27	FASTENAL COMPANY	501-09-50105-344-000	03/11 SW TOOLS OR MA	119.84
			501-09-50105-344-000	03/11 SW TOOLS OR MA	115.90
			501-09-50105-344-000	03/11 SW TOOLS OR MA	80.27
			110-03-53103-389-000	03/11 ST TOOLS OR MA	1.90
				..... CHECK TOTAL	317.91
105233	4/27	CDW-G	631-09-50101-363-000	03/11 DP COMPUTER EQ	67.07
105234	4/27	DAVISON LAW OFFICE, LTD	110-01-50301-219-000	03/11 SERVICES	561.00
105235	4/27	MILWAUKEE 2-WAY INC.	422-11-51101-515-000	RADIO SYSTEM UPGRADE	17,500.00
			414-11-51107-512-000	ACCESSORY PLUG PARTS	1,029.60
			414-11-51107-512-000	PINS FOR CONNECTOR	299.20
			414-11-51107-512-000	INSERTION/EXTRACTION	31.40
				..... CHECK TOTAL	18,860.20
105236	4/27	KENO'S COLLISIONTEK	110-02-52103-711-000	REPAIR SQUAD 3019	876.80
105237	4/27	MILWAUKEE CO TRANSIT SYSTEM	413-11-50801-579-000	USED NEWFLYER BUSES	20,000.00
105238	4/27	STATE BAR OF WISCONSIN	110-01-50301-322-000	03/11 LEGAL PUBLICAT	57.96
105239	4/27	MENARDS (KENOSHA)	110-03-53103-344-000	3/11-ST MERCHANDISE	250.00
			110-02-52101-389-000	3/11-PD MERCHANDISE	89.90
			110-05-55109-357-000	3/11-PA MERCHANDISE	67.19
			110-02-52203-344-000	3/11-FD#4 MERCHANDIS	51.26
			110-03-53110-389-000	3/11-ST MERCHANDISE	50.49
			205-03-53119-357-000	3/11-ST MERCHANDISE	42.69
			520-09-50201-347-000	3/11-TD MERCHANDISE	41.23
			206-02-52205-344-000	3/11-FD#4 MERCHANDIS	40.53
			110-03-53107-389-000	3/11-ST MERCHANDISE	10.29
			501-09-50105-359-000	3/11-SW MERCHANDISE	5.02
			 CHECK TOTAL	648.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105240	4/27	SUTPHEN CORPORATION	110-02-52203-344-000	03/11 PARTS/SERVICE	157.22
105241	4/27	WIS DEPT OF COMMERCE	405-11-50907-584-000	INSPECT WASH POOL	150.00
105242	4/27	HERO'S SALUTE AWARDS COMPANY	110-02-52203-389-000	3/11-GALICH PLAQUE	160.24
105243	4/27	ALARM DETECTION SYSTEMS INC	110-05-55109-219-000	ALARM MONITORING	1,700.00
			524-05-50101-219-000	ALARM MONITORING	532.22
				..... CHECK TOTAL	2,232.22
105244	4/27	TIME WARNER CABLE	110-01-51102-233-000	4/17-5/16-MB RR	239.95
			110-01-51102-233-000	4/9-5/8-BROADBAND FE	74.95
				..... CHECK TOTAL	314.90
105245	4/27	TIME WARNER CABLE	761-09-50101-225-000	5/09-6/08 KCM PHONE	57.03
105246	4/27	RADISSON PAPER VALLEY HOTEL	110-02-52107-263-000	4/04-08 ETHICS INST	560.00
105247	4/27	KUSSMAUL ELECTRONICS CO, INC	110-02-52203-344-000	3/11-PD MISCELLANEOU	89.80
105248	4/27	ACCURINT	110-02-52101-219-000	03/11 PD SEARCHES/LO	79.95
105249	4/27	LYNCH TRUCK CENTER	630-09-50101-393-000	P/W SWITCH	248.42
105250	4/27	CMRS/PITNEY BOWES	110-01-51306-312-000	04/11 REPLENISH	10,000.00
105251	4/27	WHOLESALE DIRECT INC	630-09-50101-393-000	03/11 #3112 PARTS/MA	36.69
105252	4/27	MCDEVITT'S TOWING	110-02-52103-219-000	11/10 #3041 TOWING	25.00
			110-02-52103-219-000	02/11 11-023754 TOWI	15.00
				..... CHECK TOTAL	40.00
105253	4/27	J & L LANDSCAPING	633-09-50101-259-000	3/11-SNOW/ICE REMOVA	152.64
105254	4/27	WISCONSIN SECRETARY OF STATE	110-02-52102-219-000	J KENDALL APL FEES	20.00
105255	4/27	SAFEWAY PEST CONTROL CO., INC	110-02-52203-246-000	3/11-FD EXTERMINATIN	161.00
			521-09-50101-246-000	3/11-AR EXTERMINATIN	70.00
			520-09-50202-246-000	3/11-TD EXTERMINATIN	55.00
			521-09-50101-246-000	3/11-AR EXTERMINATIN	50.00
			110-01-51801-246-000	3/11-MB EXTERMINATIN	32.00
			110-05-55109-246-000	3/11-PA EXTERMINATIN	26.00
			110-03-53116-246-000	3/11-WA EXTERMINATIN	25.00
			520-09-50401-246-000	3/11-TD EXTERMINATIN	24.00
			520-09-50202-246-000	3/11-TD EXTERMINATIN	24.00
			110-02-52110-246-000	3/11-PD EXTERMINATIN	23.00
			 CHECK TOTAL	490.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT			
105256	4/27	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	3/11 FD #3 CONSUMABL	361.08			
			110-02-52203-382-000	3/11 FD #6 CONSUMABL	275.10			
			110-02-52203-382-000	04/11 FD #6 CONSUMAB	200.00			
				..... CHECK TOTAL	836.18		
105257	4/27	RIMKUS, JASON	761-09-50101-111-000	04/15-30/11 SERVICE	1,840.80			
			761-00-21514-000-000	04/15-30/11 SERVICE	26.69CR			
			761-00-21511-000-000	04/15-30/11 SERVICE	77.31CR			
			761-00-21599-000-000	04/15-30/11 SERVICE	92.04CR			
			761-00-21512-000-000	04/15-30/11 SERVICE	102.40CR			
			761-00-21513-000-000	04/15-30/11 SERVICE	216.00CR			
				..... CHECK TOTAL	1,326.36		
105258	4/27	PIRO, RALPH	761-09-50101-111-000	04/15-30/11 SERVICE	872.31			
			761-00-21514-000-000	04/15-30/11 SERVICE	12.65CR			
			761-00-21599-000-000	04/15-30/11 SERVICE	25.00CR			
			761-00-21511-000-000	04/15-30/11 SERVICE	36.64CR			
			761-00-21512-000-000	04/15-30/11 SERVICE	37.30CR			
			761-00-21513-000-000	04/15-30/11 SERVICE	74.00CR			
				..... CHECK TOTAL	686.72		
105259	4/27	JANI-KING OF MILWAUKEE	633-09-50101-243-000	4/11-JANITORIAL SERV	1,084.00			
105260	4/27	RED THE UNIFORM TAILOR	110-02-52206-367-000	04/11 FD UNIFORMS	399.00			
			110-02-52103-367-000	04/11 POLICE UNIFORM	320.90			
			110-02-52206-367-000	04/11 FD UNIFORMS	217.50			
			110-02-52103-367-000	04/11 POLICE UNIFORM	200.00			
			110-02-52206-367-000	02/11 FD UNIFORMS	145.00			
			110-02-52103-367-000	04/11 POLICE UNIFORM	129.90			
			110-02-52103-367-000	03/11 POLICE UNIFORM	110.65			
			110-02-52103-367-000	04/11 POLICE UNIFORM	91.90			
			110-02-52103-367-000	03/11 POLICE UNIFORM	81.90			
			110-02-52206-367-000	04/11 FD UNIFORMS	67.25			
			110-02-52206-367-000	03/11 FD UNIFORMS	59.00			
			110-02-52206-367-000	03/11 FD UNIFORMS	59.00			
			110-02-52206-367-000	04/11 FD UNIFORMS	36.50			
			110-02-52206-367-000	02/11 FD UNIFORMS	9.50			
				..... CHECK TOTAL	1,928.00		
			105261	4/27	MUSIC CENTER INC	411-11-51102-539-000	XLR SPLITTER GRANICU	18.95

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105262	4/27	COMPREHENSIVE ORTHOPAEDICS	110-02-52102-219-000	MED RECORDS	97.52
105263	4/27	APPRAISAL INSTITUTE	110-01-50901-322-000	SUBSCRIPT RENEWAL	48.00
105264	4/27	VERBATIM REPORTING	110-01-50101-219-000	TRANSCRIPT CC MIN	54.60
105265	4/27	BUELOW, VETTER, BUIKEMA,	110-01-50301-219-000	03/11 SERVICES	583.00
105266	4/27	GROSS, JEFFREY J	409-11-51116-589-000	EASEMENT-PARCEL 20	125.00
105267	4/27	OASTVALL, DEBRA	110-00-21905-000-000	BEACH HOUSE-4/16/11	100.00
105268	4/27	EVANGELISTA, ALICIA	110-00-21905-000-000	BEACH HOUSE-4/17/11	100.00
105269	4/27	LYNCH, GEORGE	110-00-21109-000-000	COURT PYMT V049557	431.20
105270	4/27	HAGEN, MATTHEW S.	110-02-52102-367-000	2011 CLOTHING ALLOW	200.19
105271	4/27	DUFFY, KENNETH T.	110-02-52107-263-000	4/12-13/11-MIDDLETON	12.00
105272	4/27	MAY, DAVID	110-02-52107-263-000	4/12-13 MIDDLETON	12.00
105273	4/27	PETERSEN, JOHN R.	110-02-52102-341-000	4/15/11-MILWAUKEE	65.00
105274	4/27	ZIELSDORF, LESLIE	110-02-52107-263-000	4/4-8/11-RACINE	40.00
105275	4/27	DEN HARTOG, WARREN J.	110-02-52107-263-000	4/12-13 MIDDLETON	12.00
105276	4/27	MORRISSEY, JOHN W.	110-02-52107-263-000	4/14-15 GREEN BAY	112.50
105277	4/27	BLOCK, ERIC	110-02-52110-367-000	2011 CLOTHING ALLOW	300.00
105278	4/27	BOSMAN, KEITH	110-01-51301-263-000	WAUKEGAN LUNCH MTG	195.41
105279	4/27	ZASTROW, DEBRA	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
105280	4/27	HORGAN, ALAN	110-00-21533-000-000	04/11 LIFE INS	34.83
105281	4/27	RAZAA, LATEEF	110-09-56405-166-000	5% PPD @ KNEE-FINAL	95.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105282	4/27	LOBELLO, BRETT	110-01-51303-144-000	2011 SPRING TUITION	236.00
105283	4/29	BINDELLI BROTHERS, INC	110-09-56501-259-569	4/11 4622 10 AVE B	384.12
			110-09-56501-259-569	04/11 5029 39 AVE BO	140.00
				..... CHECK TOTAL	524.12
105284	4/29	HWY C SERVICE	501-09-50105-344-000	4/11-SW SERVICE/PART	241.25
			110-05-55109-249-000	4/11-PA SERVICE/PART	226.29
			110-05-55109-344-000	4/11-PA SERVICE/PART	26.74
				..... CHECK TOTAL	494.28
105285	4/29	SPRING VALLEY TURF PRODUCTS	110-01-51801-351-000	ICE MELTER	560.75
105286	4/29	CARDINAL HEALTH	206-02-52205-318-000	03/11 FD MEDICAL SUP	949.12
			206-02-52205-318-000	04/11 FD MEDICAL SUP	293.60
			206-02-52205-318-000	04/11 FD MEDICAL SUP	279.48
			206-02-52205-318-000	03/11 FD MEDICAL SUP	251.99
			206-02-52205-318-000	04/11 FD MEDICAL SUP	238.58
			206-02-52205-318-000	04/11 FD MEDICAL SUP	134.07
			206-02-52205-318-000	03/11 FD MEDICAL SUP	52.57
			206-02-52205-318-000	03/11 FD MEDICAL SUP	52.57
			206-02-52205-318-000	03/11 FD MEDICAL SUP	52.57
			206-02-52205-318-000	04/11 FD MEDICAL SUP	34.45
			206-02-52205-318-000	04/11 FD MEDICAL SUP	12.58
			206-02-52205-318-000	03/11 CREDIT MEDICAL	.94CR
			206-02-52205-318-000	04/11 FD CREDIT MEDI	33.25CR
				..... CHECK TOTAL	2,317.39
105287	4/29	KENOSHA JOINT SERVICES	110-02-52111-251-000	05/11 JOINT SERVICES	255,366.00
			110-02-52111-251-000	05/11 JOINT SERVICES	63,840.75
				..... CHECK TOTAL	319,206.75
105288	4/29	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	04/29/11 CITY SAL	47,430.42
			110-00-21562-000-000	04/29/11 CITY HRLY	15,544.00
			110-00-21562-000-000	04/29/11 LIBRARY SAL	8,723.50
			110-00-21562-000-000	04/29/11 WATER SAL	7,727.50
			110-00-21562-000-000	04/29/11 WATER HRLY	4,199.85
			110-00-21562-000-000	04/29/11 MUSEUM HRLY	205.00
			 CHECK TOTAL	83,830.27

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105289	4/29	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	04/29/11 CITY HRLY	568.29
			110-00-21553-000-000	04/29/11 WATER HRLY	237.96
			110-00-21553-000-000	04/29/11 CITY SAL	234.46
			110-00-21553-000-000	04/29/11 WATER SAL	74.04
			110-00-21553-000-000	04/29/11 MUSEUM HRLY	26.34
				..... CHECK TOTAL	1,141.09
105290	4/29	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	04/29/11 CITY HRLY	104.41
			110-00-21541-000-000	04/29/11 WATER HRLY	54.20
			110-00-21541-000-000	04/29/11 MUSEUM HRLY	34.17
				..... CHECK TOTAL	192.78
105291	4/29	LABOR PAPER, THE	110-01-50101-321-000	2-7,2/21,3/7 CC MIN	990.00
			110-01-50101-321-000	03/11 1ST & 2ND ORDS	44.68
				..... CHECK TOTAL	1,034.68
105292	4/29	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	3/17 11 T KEMEN	826.23
			206-02-52205-318-000	3/11-DRUGS	298.30
			110-09-56405-161-000	10/8/10 V GASTALDI	109.20
				..... CHECK TOTAL	1,233.73
105293	4/29	KENOSHA NEWS	110-01-50901-321-000	04/11 ASSESS REVIEWS	35.01
			110-01-50101-321-000	04/11 ABSENTEE NOTC	22.24
				..... CHECK TOTAL	57.25
105294	4/29	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	4/29/11 SAL DEDUCTS	91,869.00
105295	4/29	WILLKOMM INC., JERRY	630-09-50101-391-000	4/11-SE UNLEADED GAS	26,842.84
			630-09-50101-392-000	4/11-SE DIESEL FUEL	26,334.29
				..... CHECK TOTAL	53,177.13
105296	4/29	WE ENERGIES	110-03-53109-221-000	#18 03/22-04/20	1,480.61
			110-03-53109-221-000	#18 03/23-04/24	1,452.25
			110-02-52203-221-000	#18 03/25-04/25	1,291.88
			110-03-53116-221-000	#18 03/21-04/19	883.15
			110-03-53109-221-000	#18 03/20-04/18	857.72
			110-05-55106-222-000	#18 03/24-04/25	707.70
			110-05-55111-221-000	#18 03/24-04/19	555.07
			522-05-50102-221-000	#18 03/22-04/19	472.15
			110-03-53109-221-000	#18 03/21-04/19	415.80
			110-03-53109-221-000	#18 03/21-04/20	410.22
			110-05-55109-221-000	#18 03/21-04/19	372.30
			110-05-55109-221-000	#18 03/20-04/18	306.74
			110-03-53109-221-000	#18 03/21-04/18	295.92
			110-03-53109-221-000	#18 03/24-04/25	292.50
			110-05-55109-221-000	#18 03/22-04/19	279.57
			110-03-53109-221-000	#18 03/28-04/19	257.09
			110-03-53109-221-000	#18 03/23-04/20	234.76
			110-05-55109-221-000	#18 03/20-04/17	138.51

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			522-05-50102-221-000	#18 03/20-04/18	135.80
			110-03-53117-221-000	#18 03/21-04/19	55.90
			110-05-55109-222-000	#18 03/20-04/18	43.33
			110-03-53109-221-000	#18 03/17-04/17	36.76
			110-05-55109-221-000	#18 03/22-04/20	35.93
			110-05-55109-221-000	#18 03/16-04/14	23.68
			522-05-50102-222-000	#18 03/20-04/17	8.12
				..... CHECK TOTAL	11,043.46
105297	4/29	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	04/29/11 H TOLBERT	203.07
105298	4/29	MATC	110-02-52206-264-000	5/03/11 FLASHOVER	320.00
105299	4/29	WEST GROUP	110-01-50301-322-000	3/11-LE SUBSCRIPTION	1,002.50
			110-01-50301-322-000	3/11-LE SUBSCRIPTION	710.25
				..... CHECK TOTAL	1,712.75
105300	4/29	WIS FUEL & HEATING INC	630-09-50101-393-000	4/11-CE LUBRICANTS/O	2,103.20
			630-09-50101-393-000	4/11-CE LUBRICANTS/O	1,044.00
				..... CHECK TOTAL	3,147.20
105301	4/29	BROOKS TRACTOR, INC.	630-09-50101-393-000	4/11 SE #2592 PARTS	1,355.49
			630-09-50101-393-000	03/11 SE #2215 PARTS	766.57
			630-09-50101-393-000	04/11 SE CREDIT PART	628.03CR
				..... CHECK TOTAL	1,494.03
105302	4/29	CURTIS INDUSTRIES, INC	630-09-50101-393-000	03/11 SE FASTENERS-V	240.81
			630-09-50101-393-000	03/11 SE FASTENERS-V	200.83
				..... CHECK TOTAL	441.64
105303	4/29	FABCO EQUIPMENT, INC.	630-09-50101-393-000	04/11 SE #2922 PARTS	1,711.68
			630-09-50101-393-000	04/11 SE #2922 PARTS	55.30
			630-09-50101-393-000	04/11 SE CREDIT	58.00CR
			630-09-50101-393-000	04/11 SE CREDIT	537.37CR
			630-09-50101-393-000	04/11 SE CREDIT	1,000.56CR
				..... CHECK TOTAL	171.05
105304	4/29	DOVER FLAG & MAP	630-09-50101-393-000	US FLAGS	1,673.00
105305	4/29	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	4/11-MED DIR SERVICE	5,175.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105306	4/29	CHASE BANK KENOSHA	110-00-21513-000-000	4/29/11 DEDUCTS	230,727.35
			110-00-21612-000-000	4/29/11 DEDUCTS	81,948.19
			110-00-21511-000-000	4/29/11 DEDUCTS	55,513.56
			110-00-21514-000-000	4/29/11 DEDUCTS	24,167.88
			110-00-21614-000-000	4/29/11 DEDUCTS	24,167.84
				..... CHECK TOTAL	416,524.82
105307	4/29	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	04/11 SPCL TRANSPRT	14,167.00
			520-09-50301-258-000	03/11 SPCL TRANSPRT	14,167.00
			520-09-50301-258-000	02/11 SPCL TRANSPRT	14,167.00
			520-09-50301-258-000	01/11 SPCL TRANSPRT	14,167.00
			520-09-50301-258-000	04/11 WEEKEND DSPTCH	584.00
			520-09-50301-258-000	03/11 WEEKEND DSPTCH	584.00
			520-09-50301-258-000	02/11 WEEKEND DSPTCH	584.00
			520-09-50301-258-000	01/11 WEEKEND DSPTCH	584.00
				..... CHECK TOTAL	59,004.00
105308	4/29	OFFICEMAX	110-01-51101-311-000	04/11 FN #1786 OFFC	298.98
			110-01-51701-311-000	04/11 CD #1784 OFFC	210.34
			110-02-52103-311-000	04/11 PD #1783 OFFC	188.70
			110-02-52201-311-000	04/11 FD #1785 OFFC	59.50
			110-01-50301-311-000	04/11 LE #1781 OFFC	47.64
			110-02-52201-311-000	04/11 FD #1782 OFFC	40.72
			110-01-51301-311-000	04/11 AD #1787 OFFC	39.37
				..... CHECK TOTAL	885.25
105309	4/29	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	04/29/11 SAL DEDUCT	4,220.00
105310	4/29	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	04/29/11 SAL DEDUCT	10,884.00
105311	4/29	LINCOLN CONTRACTORS SUPPLY	501-09-50105-389-000	3/11-SW TOOLS/SUPPLI	173.34
			501-09-50105-355-000	4/11-SW TOOLS/SUPPLI	79.50
				..... CHECK TOTAL	252.84
105312	4/29	NORTH AMERICAN SALT CO.	630-09-50101-393-000	VENDOR RESERVE SALT	30,156.68
			630-09-50101-393-000	VENDOR RESERVE SALT	25,624.15
			630-09-50101-393-000	VENDOR RESERVE SALT	6,036.17
			630-09-50101-393-000	VENDOR RESERVE SALT	4,640.03
	..... CHECK TOTAL	66,457.03			

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105313	4/29	KPSÓA	110-00-21552-000-000	4/29/11 SAL DEDUCTS	875.00
105314	4/29	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	4/29/11 SAL DEDUCTS	8,239.38
105315	4/29	LOCAL 168	110-00-21551-000-000	4/29/11 SAL DEDUCTS	59.00
105316	4/29	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	04/29/11 B GARRETT	121.76
105317	4/29	PETCO ANIMAL SUPPLIES	213-09-50101-381-000	04/11 PET FOOD & SUP	96.95
			213-09-50101-381-000	04/11 PET FOOD & SUP	81.24
			213-09-50101-381-000	04/11 PET FOOD & SUP	80.86
				..... CHECK TOTAL	259.05
105318	4/29	HOLIDAY INN STEVENS PT	110-02-52203-263-000	6/06-09 K. SCHROEDER	210.00
105319	4/29	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	04/11 PD-STMT ENVLP	104.00
			761-09-50101-311-000	PLACARDS/STREETCARS	96.00
			110-01-51301-311-000	04/11 AD-LETTERHEAD	90.00
				..... CHECK TOTAL	290.00
105320	4/29	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	04/11 SW MERCHANDISE	270.00
			501-09-50105-355-000	04/11 SW MERCHANDISE	50.00
				..... CHECK TOTAL	320.00
105321	4/29	KENOSHA COUNTY	631-09-50101-311-000	3/11-EN PRINTS/COPIE	46.00
105322	4/29	BENDLIN FIRE EQUIPMENT CO.	206-02-52205-344-000	04/11 FD PARTS/MATER	588.00
105323	4/29	MG TRUST COMPANY	761-09-50101-151-000	04/11 PIRO/RIMKUS	234.08
			761-00-21599-000-000	04/11 PIRO/RIMKUS	234.08
				..... CHECK TOTAL	468.16
105324	4/29	POMP'S TIRE	206-02-52205-344-000	4/11-FD TIRES MED 7	740.87
105325	4/29	UNISOURCE WORLDWIDE	110-01-51101-311-000	4/11-PAPER PRODUCTS	331.51
			110-01-51101-311-000	4/11-PAPER PRODUCTS	191.09
				..... CHECK TOTAL	522.60
105326	4/29	HUMANA CLAIMS	611-09-50101-155-527	04/27/11 MED CLAIMS	97,913.04
			611-09-50101-155-527	04/28/11 PHARMACY	14,760.97
			611-09-50101-155-527	04/28/11 MED CLAIMS	3,414.34
			611-09-50101-155-527	04/27/11 PHARMACY	2,022.64
			611-09-50101-155-527	04/26/11 PHARMACY	1,391.27
			611-09-50101-155-527	04/26/11 MED CLAIMS	190.90
				..... CHECK TOTAL	119,693.16

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT		
105327	4/29	US CELLULAR	110-02-52102-226-000	04/11 PD-CELL SERVC	132.00		
			110-02-52102-226-000	03/11 PD-CELL SERVC	132.00		
			110-02-52102-226-000	04/11 PD-CELL AIRTM	118.18		
			110-02-52102-226-000	03/11 PD-CELL AIRTM	49.22		
			631-09-50101-226-000	04/11 EN-CELL AIRTM	40.60		
			110-02-52103-226-000	03/11 PD-CELL AIRTM	35.42		
			110-02-52103-226-000	04/11 PD-CELL AIRTM	34.37		
			110-05-55109-226-000	04/11 PA-CELL AIRTM	32.03		
			110-02-52103-226-000	04/11 PD-CELL SERVC	27.00		
			110-02-52103-226-000	03/11 PD-CELL SERVC	27.00		
			110-05-55101-226-000	04/11 PA-CELL AIRTM	13.35		
			631-09-50101-226-000	04/11 EN-CELL SERVC	6.00		
			110-05-55109-226-000	04/11 PA-CELL SERVC	6.00		
			110-05-55111-226-000	04/11 PA-CELL AIRTM	3.46		
			110-05-55111-226-000	04/11 PA-CELL SERVC	3.00		
			110-05-55101-226-000	04/11 PA-CELL SERVC	3.00		
			110-02-52101-226-000	04/11 PD-CELL SERVC	3.00		
			110-02-52101-226-000	03/11 PD-CELL SERVC	3.00		
			110-02-52101-226-000	03/11 PD-CELL AIRTM	1.30		
			110-02-52101-226-000	04/11 PD-CELL AIRTM	.94		
			..... CHECK TOTAL	670.87		
105328	4/29	WASTE MANAGEMENT OF WI	110-03-53117-253-416	04/11 1088.85 TONS	23,954.70		
			110-03-53117-253-416	04/11 WDNR TONNAGE	14,155.05		
			110-03-53117-253-417	04/11 143.09 TONS	3,153.26		
			110-03-53117-253-417	04/11 19 CMPTC PULLS	3,002.00		
			110-03-53117-253-417	04/11 WDNR TONNAGE	1,860.17		
			110-03-53117-253-416	04/11 FUEL SURCHARGE	1,798.97		
			501-09-50104-253-000	04/11 78.32 TONS	1,723.04		
			501-09-50105-253-000	04/11 50.45 TONS	1,109.90		
			501-09-50104-253-000	04/11 WDNR TONNAGE	1,018.16		
			501-09-50105-253-000	04/11 WDNR TONNAGE	655.85		
			110-03-53117-253-417	04/11 FUEL SURCHARGE	464.80		
			110-03-53117-253-416	04/11 ENVIRO SURCHG	318.00		
			501-09-50104-253-000	04/11 FUEL SURCHARGE	129.38		
			110-03-53117-253-417	04/11 ENVIRO SURCHG	114.00		
			501-09-50105-253-000	04/11 FUEL SURCHARGE	83.55		
			501-09-50104-253-000	04/11 ENVIRO SURCHG	42.00		
			501-09-50105-253-000	04/11 ENVIRO SURCHG	30.00		
					 CHECK TOTAL	53,612.83

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105329	4/29	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	04/29/11 L SAYLOR	26.40
105330	4/29	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	04/29/11 CHRISTERSON	133.78
105331	4/29	WISCONSIN COUNCIL 40	110-00-21553-000-000	04/29/11 CITY HRLY	3,487.05
			110-00-21553-000-000	04/29/11 WATER HRLY	1,369.20
			110-00-21553-000-000	04/29/11 CITY SAL	1,316.70
			110-00-21553-000-000	04/29/11 WATER SAL	415.80
			110-00-21553-000-000	04/29/11 MUSEUM HRLY	279.30
				..... CHECK TOTAL	6,868.05
105332	4/29	JENSEN TOWING	110-02-52103-219-000	4/11-#11-046646 TOW	15.00
105333	4/29	INSTY-PRINTS	110-05-55101-311-000	04/11 EARTH DAY SPL	323.33
			110-05-55109-311-000	04/11 EARTH DAY SPL	323.32
			110-05-55109-311-000	04/11 ARBOR DAY BRCH	138.23
				..... CHECK TOTAL	784.88
105334	4/29	DAN KRALL & CO. INC.	630-09-50101-393-000	RECONDITION CYLINDER	400.82
105335	4/29	NYS CHILD SUPPORT PROC CNTR	110-00-21581-000-000	04/29/11 J BARRIER	83.00
105336	4/29	OFFICE PLUS OF LAKE COUNTY	761-09-50101-311-000	MEDIA CENTER SUPPLIE	135.95
			761-09-50101-311-000	MEDIA CENTER SUPPLIE	119.22
				..... CHECK TOTAL	255.17
105337	4/29	PELION BENEFITS, INC.	110-00-21517-000-000	4/16-30/11 DEDUCTS	1,093.74
105338	4/29	CLEARCOM, INC.	110-03-53103-259-000	REPAIR FIBER OPTIC	242.60
			501-09-50105-259-000	REPAIR FIBER OPTIC	242.59
				..... CHECK TOTAL	485.19
105339	4/29	KENOSHA COUNTY TREASURER	110-04-54101-252-000	04/11 HEALTH SERVICE	90,296.42
105340	4/29	FASTENAL COMPANY	110-03-53103-389-000	04/11 ST TOOLS OR MA	133.17
			501-09-50105-344-000	03/11 ST TOOLS OR MA	129.88
			110-03-53103-344-000	04/11 ST TOOLS OR MA	122.70
			110-03-53103-344-000	04/11 ST TOOLS OR MA	87.42
			501-09-50105-344-000	04/11 SW TOOLS OR MA	51.13
			205-03-53119-389-000	04/11 ST TOOLS OR MA	47.91
			501-09-50105-344-000	03/11 SW CREDIT TOOL	74.25CR
			501-09-50105-344-000	03/11 SW CREDIT TOOL	130.73CR
				..... CHECK TOTAL	367.23

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105341	4/29	CDW-G	110-01-51102-539-000	04/11 DP COMPUTER EQ	560.00
			411-11-51102-539-000	04/11 DP COMPUTER EQ	13.04
				..... CHECK TOTAL	573.04
105342	4/29	LAKESIDE CLEANERS	110-02-52203-259-000	3/11-FD LAUNDRY SERV	1,155.20
105343	4/29	CHAPTER 13 TRUSTEE	110-00-21581-000-000	04/29/11 B MIFFLIN	419.00
			110-00-21581-000-000	04/29/11 H DARBY	283.00
				..... CHECK TOTAL	702.00
105344	4/29	MENARDS (KENOSHA)	521-09-50101-241-000	4/11-AR MERCHANDISE	198.00
			110-03-53103-389-000	4/11-ST MERCHANDISE	62.53
			110-02-52203-382-000	4/11-FD#7 MERCHANDIS	61.62
			520-09-50201-347-000	3/11-TD MERCHANDISE	45.80
			630-09-50101-393-000	4/11-CE MERCHANDISE	31.92
			206-02-52205-344-000	4/11-FD#4 MERCHANDIS	29.98
			420-11-51102-583-000	4/11-MB REMODEL MERC	22.44
			110-03-53103-389-000	4/11-ST MERCHANDISE	3.28
				..... CHECK TOTAL	455.57
105345	4/29	DELL COMPUTERS	241-09-50101-363-000	COLOR LASER PRINTER	1,085.00
105346	4/29	WIS SCTF	110-00-21581-000-000	04/29/11 SAL DEDUCT	7,577.09
			110-00-21581-000-000	04/29/11 HRLY DEDCT	1,235.16
				..... CHECK TOTAL	8,812.25
105347	4/29	HALLMAN LINDSAY	110-05-55109-244-000	3/11-PA PAINT/PRODUC	205.94
			110-05-55109-244-000	4/11-PA PAINT/PRODUC	174.95
			110-05-55109-244-000	4/11-PA PAINT/PRODUC	12.32
				..... CHECK TOTAL	393.21
105348	4/29	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	04/29/11 M RIVERA	278.00
			110-00-21581-000-000	04/29/11 J PETRILLO	139.82
				..... CHECK TOTAL	417.82
105349	4/29	GRAINGER	110-05-55103-246-000	4/11-PA PARTS/MATERI	189.54
			110-05-55109-361-000	4/11-PA PARTS/MATERI	54.28
				..... CHECK TOTAL	243.82
105350	4/29	ROCKFORD IND. WELDING	630-09-50101-393-000	4/11-SE#8703 SUPPLIE	133.00

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105351	4/29	WAPC	761-09-50101-264-000	WAPC CONF REG	360.00
105352	4/29	WHOLESALE DIRECT INC	630-09-50101-393-000	4/11-SE#3102 PARTS/M	122.78
105353	4/29	HAPPENINGS MAGAZINE	761-09-50101-326-000	4/7/11 AD KCM	207.00
105354	4/29	PROCESSWORKS INC.	110-00-21578-000-000	4/26/11 CHECK REG	3,042.02
105355	4/29	RIMKUS, JASON	761-09-50101-311-000	KCM DOOR KNOB	18.53
105356	4/29	AIRGAS NORTH CENTRAL	520-09-50201-317-000	03/11 TD INDUSTRIAL	56.16
			206-02-52205-389-000	03/11 FD #4 OXYGEN C	46.81
			206-02-52205-344-000	03/11 FD #7 OXYGEN C	42.13
			501-09-50105-355-000	04/11 SW INDUSTRIAL	41.94
			206-02-52205-344-000	03/11 FD #4 OXYGEN C	23.40
			206-02-52205-389-000	03/11 FD #5 OXYGEN C	18.72
			206-02-52205-389-000	03/11 FD #3 OXYGEN C	18.72
			521-09-50101-344-000	03/11 AR INDUSTRIAL	14.04
				..... CHECK TOTAL	261.92
105357	4/29	RED THE UNIFORM TAILOR	520-09-50101-367-000	03/11 UNIFORM ITEMS	250.00
			110-02-52103-367-000	04/11 POLICE UNIFRM	231.40
			520-09-50101-367-000	03/11 UNIFORM ITEMS	102.55
			520-09-50101-367-000	03/11 UNIFORM ITEMS	102.55
			520-09-50101-367-000	03/11 UNIFORM ITEMS	96.92
				..... CHECK TOTAL	783.42
105358	4/29	NORTHWAY FENCING, INC.	520-09-50201-249-000	REPAIR GATE	350.00
105359	4/29	APEX ALARM SYSTEMS INC.	110-02-52110-219-000	5/11-4/12-SAFETY CTR	419.40
105360	4/29	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	3/17/11 T KEMEN	211.65
105361	4/29	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	3/15/10 B MILLER	1,233.84
105362	4/29	BROWN, DENNIS, M.D.	110-09-56405-161-000	1/3/11 K SCHMELLING	500.00
105363	4/29	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000	12/4/10 J PETERSON	230.85
105364	4/29	IOD INCORPORATED	110-09-56405-161-000	3/25/11 A STICH	8.72

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
105365	4/29	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	3/17 11 T KEMEN	193.80
105366	4/29	AURORA HEALTH CARE	110-09-56405-161-000	8/18/10 W FOSTER	93.28
			110-09-56405-161-000	8/2/10 L RAZAA	66.00
				..... CHECK TOTAL	159.28
105367	4/29	NOVASIC, CHAD PT, LTD	110-09-56405-161-000	12/4/10 J PETERSON	1,321.65
105368	4/29	WISCONSIN DNR	403-00-21109-000-000	WATER RES APPL/PROJ	140.00
105369	4/29	KOHN LAW FIRM S.C.	110-00-21581-000-000	04/29/11 D LARSON	153.91
105370	4/29	UAW LOCAL 72	110-00-44509-000-000	AMUSE/REC ENTER	200.00
105371	4/29	MATTEUCCI, JOHN	110-00-21106-000-000	2010 PP TAX OVERPAY	20.07
105372	4/29	PETERSON, JULIE	110-09-56405-166-000	15% PEN 4/10-4/23/11	244.50
GRAND TOTAL FOR PERIOD *****					4,526,052.60

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MATTHEW A. KNIGHT
DEPUTY CITY ATTORNEY
WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY
JONATHAN A. MULLIGAN
ASSISTANT CITY ATTORNEY

IN THE MATTER OF:

**DELINQUENT PERSONAL PROPERTY TAX
ACCOUNT NO. 20-71631-000
BRAT STOP, INC.
12304 75TH STREET
KENOSHA, WI 53142**

STIPULATION

IT IS HEREBY STIPULATED between the BRAT STOP, INC. and the CITY OF

KENOSHA as follows:

1. The BRAT STOP, INC. is delinquent in the payment of its 2010 personal property tax for Account No. 20-71631-000.
2. The principal amount of the delinquent 2010 personal property tax is \$4,040.64.
3. Interest and penalty on the delinquent personal property tax continues to accrue at the rate of 1.5% per month until paid in full pursuant to Section 74.47 of the Wisconsin Statutes.
4. The BRAT STOP, INC. agrees to pay its 2010 delinquent personal property tax together with all accrued statutory interest and penalties in installments of \$1,000.00 per month beginning June 1, 2011 and the first day of each month thereafter until paid in full.
5. This Stipulation is entered into pursuant to Section 1.45 C.2. of the Code of General Ordinances for the City of Kenosha to permit the issuance of licenses and permits by the City Clerk/Treasurer to the BRAT STOP, INC. notwithstanding the delinquent personal property tax owed by the BRAT STOP, INC.
6. The BRAT STOP, INC. acknowledges and agrees that pursuant to Section 1.45 C.2. of the Code of General Ordinances the failure of the BRAT STOP, INC. to comply with the terms of this Stipulation shall be a basis for immediate revocation of the licenses and permits issued by the City Clerk/Treasurer to the BRAT STOP, INC.
7. The BRAT STOP, INC. acknowledges and agrees that in the event the BRAT STOP, INC. fails to comply with the terms of this Stipulation, the City of Kenosha may, without further notice, commence an action in Kenosha County Circuit Court for the collection of all sums then due and owing by the BRAT STOP, INC. to the City of Kenosha.

Signature pages follow

BRAT STOP, INC.
a Wisconsin Corporation

Gerald S. BY: Gerald S. Rasmussen
JERRY RASMUSSEN, President
Date: 4/27/11

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this 27th day of APRIL, 2011, GERALD
JERRY
RASMUSSEN, President of BRAT STOP, INC. a Wisconsin corporation, to me known to be such person
who executed the foregoing instrument, and to me known to be such President of said corporation and
acknowledged that he executed the foregoing instrument as such officer as the agreement of said
corporation, by its authority.

[Signature]
Notary Public, Kenosha County, WI.
My Commission expires/is: March 30, 2014

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation**

BY: _____
KEITH G. BOSMAN, Mayor
Date: _____

BY: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2011, **KEITH G. BOSMAN, Mayor, and MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor** for the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the agreement of said corporation, by its authority.

Notary Public, Kenosha County, WI.
My Commission expires/is: _____

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ASSISTANT CITY ATTORNEY
JONATHAN A. MULLIGAN
ASSISTANT CITY ATTORNEY

TO: Chairman and members of the Finance Committee and Common Council

FROM: Bill Richardson, Assistant City Attorney

DATE: May 10, 2011

SUBJ: Claims received due to the January 10, 2011 house explosion at 5504 22nd Avenue

Confidential: Attorney/Client Privilege

On January 10, 2011, a vacant, newly constructed single-family home built by the City of Kenosha through its Neighborhood In-Fill Project, located at 5504 22nd Avenue was destroyed as a result of a natural gas explosion. City staff had conducted a walk-through inspection of this vacant home on Friday, January 7, 2011 and found all installed appliances were functioning properly and the property was secure. Further, no odor of natural gas was present.

An independent investigation was completed and indicates that the property was illegally entered sometime between the inspection on January 7th and the explosion on January 10th. Copper tubing connecting the air conditioning coil and the exterior condenser unit was missing but the insulation encasing the tubing was found on the site. WE Energies reported average daily gas usage of 1.000 to 3.000 CCF with the exception of Monday, January 10th when the usage was 62.000 CCF. Upon the explosion, a shut off valve kicks in on the gas meter, therefore, all of the usage would have occurred *prior* to the explosion.

The City has received 49 claims and 21 notices of claims with current demands totaling over \$443,000.00 (an average of approximately \$9,000.00/claim). Based on the above mentioned facts, it is recommended that the City deny all claims, including any future claims, resulting from the explosion. It appears that the gas leak and subsequent explosion were due to the illegal acts of an unknown third party and not the result of City negligence.

A handwritten signature in cursive script that reads 'William K. Richardson'. The signature is written in black ink and is positioned above a horizontal line.

William K. Richardson

CITY OF KENOSHA

APPLICATION FOR ANIMAL SPECIAL REVENUE FUND GRANT

The City of Kenosha has created a Special Revenue Fund to be used to further the purpose of Chapter 14 of the Code of General Ordinances. The Animal Special Revenue Fund Grant recognizes that benefits accrue to the City when the purposes of Chapter 14 of the General Code are promoted by residents of the City of Kenosha.

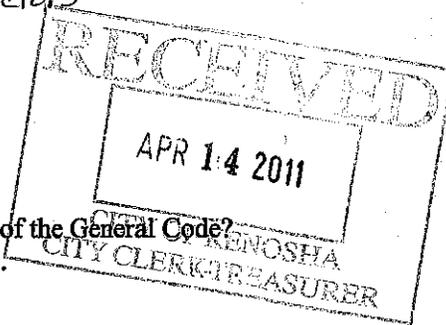
An applicant must be a resident of the City of Kenosha to be eligible. All funds received must be used to promote the purposes of Chapter 14 of the General Code of Ordinances within the City of Kenosha.

- 1. The named Individual Partnership Limited Liability Company
 Corporation Non-Profit Organization Other: _____

2. Name: (title) Cathy McDowell, Secretary, Board of Directors
 Business Name Kindred Kitties Ltd.
 Address 614 59th Street
 Phone Number 605-0533

3. Amount Requested: \$7,500.00

4. Purpose. How will the grant be used to further the purpose of Chapter 14 of the General Code?
 (Please attach a detailed statement outlining the proposed use of this grant).



READ BEFORE SIGNING:

Under penalty provided by law, the applicant states that the information submitted has been truthfully provided the best of the knowledge of the signer and agrees to submit any additional documentation requested by the City as a condition of processing this application. Grants are discretionary and do not create a right of action to applicant against the City. Applications will be approved, approved in part or denied. City shall consider applicant, purpose, intended use, amount requested and special revenue fund balance in assessing an application.

Subscribed and sworn to before me this 14 day of April, 2011

Kimberly D'Amore
 Notary Public, Kenosha County, WI.
 My Commission expires 2/12/12



Donna Kelly-Buch
 Name (title) President

I hereby declare that the above applicant has submitted a proposal which will further the purpose of Chapter 14 of the General Code and is therefore eligible for an Animal Special Revenue Fund Grant in the amount of \$ _____.

Approval Date: _____

By: _____
Finance Committee



We Find Homes For Homeless Kitties

Kindred Kitties Ltd.
614 59th Street
Kenosha, WI 53140
262/605-0533
www.kindredkitties.org

14 April 2011

To: City of Kenosha

Re: Special Revenue Fund Grant

Thank you for the opportunity to propose a very special project for funding under your program.

We are seeking \$7,500 to cover the cost of two very important projects we would like to undertake this year. We are dedicated to rescuing and re-homing homeless cats in Kenosha, and we feel this grant will go a long way to better serving our community.

We will be happy to provide more information as required. Please advise us when the Financial Committee will meet to review our proposal so that we may be in attendance.

Again, thank you for this opportunity!

Sincerely,

A handwritten signature in cursive script that reads "Donna Birch".

Donna Birch
President
Board of Directors



Kindred Kitties Ltd.

Organization Background

As a non-profit, no-kill rescue organization serving Kenosha County, it is the mission of Kindred Kitties to proactively address the plight of homeless cats in the community. We are an all-volunteer organization dedicated to finding loving, permanent homes for cats and kittens, promoting responsible pet ownership, and participating in community events to advocate for cats and educate the general public.

Kindred Kitties was established as a "grassroots" cat rescue in 1995, rescuing cats primarily in Kenosha and maintaining them in a foster care environment until they could be re-homed. During the first ten years, the organization grew and we became well-established in the area. In 2005, we incorporated and gained 501c3 federal non-profit status. We also opened an Adoption Center in downtown Kenosha that houses 40-60 cats. We currently have 29 foster homes and we care for a total of 100-200 cats/kittens at any given time. Over the past 15 years, we have rescued and re-homed over 9,000 cats and kittens, averaging 600 per year.

We are an all-volunteer organization that depends solely on donations from individuals to carry out our mission. We receive no public funding. 10% of our income is used for administrative expense including rent/utilities/advertising/printed materials while the remaining 90% goes directly to caring for our cats and kittens including vet bills, spay/neuter, food, litter, medications, tests and general supplies.

In addition to rescue/rehoming, we offer a variety of low-cost spay/neuter programs, including assistance with Trap/Neuter/Release (TNR) in the area. We have had great success with these programs and believe we have made a significant difference. In the last five years, we have facilitated an average of 800 spay/neuters per year – 75% of which are non-kindred kitties. It should also be mentioned that while adoptable kitties under five months old are not spayed or neutered at the time of adoption, as part of our Adoption Packet, we provide a Health Check-Spay/Neuter Certificate good for a free health check and a discounted spay/neuter at a number of vets in our area with whom we have partnered. We believe that by providing this certificate, we encourage adopters to establish and maintain an ongoing relationship with a qualified veterinarian.

Grant Amount Requested

We are requesting a special grant from the City of Kenosha Special Revenue Fund in the amount of \$7,500.

Purpose of the Granting

The purpose for the grant is two-fold based on our current needs:

- (1) \$5,000 for Microchipping - Prior to adoption, our intake procedure for all cats includes testing for feline leukemia, FIV and heartworm, providing appropriate vaccines (distemper and rabies), spaying or neutering, de-worming and de-fleaing. Once these procedures are complete, the cat is placed in adoptable status. Our average cost per cat for such intake is \$50. We would like to add micro-chipping to the overall intake procedure of our cats and need extra funding to accomplish this.



Kindred Kitties Ltd.

The reason for micro-chipping rescued cats has been well-established. One third of all pets, including 'indoor-only' cats will become lost during their lifetime; unfortunately, getting lost is the #1 cause of pet death. 90% won't return home without effective identification. A microchip can ensure identification when the cat is found. Kindred Kitties has promoted micro-chipping to our adopters, but we have been unable to take the lead in micro-chipping our cats at the pre-adoption stage due to the cost constraints.

We have established a relationship with *Home Again*, a company that works with shelters to provide micro-chipping programs at a discount. We would be able to get the special pricing of \$9.99 per chip which includes one year of special benefits for the adopter, such as covering medical expenses of a cat that was injured when it became lost. Each micro-chipped cat will be designated for its lifetime as a kindred kitty, and if lost and then found, we will be contacted to assist in returning the cat to his/her home or back to Kindred Kitties. This will help us immensely in maintaining the long-term oversight (and protection) of kitties that we have re-homed.

(2) \$2,500 for Spay/Neuter Assistance – As noted above, over the last five years, Kindred Kitties has been able to facilitate an annual average of 600 low-cost spay/neuters for Kenosha residents. This program is extremely important and supports our mission of addressing the over-population of cats in our community. In the past year, however, we are receiving a significant number of calls from individuals who are hard-pressed to be able to afford even our low-cost alternatives. In order to ensure that these pets are altered, we would like to be able to subsidize the cost of the procedure in these special cases.

Our cost for a female spay is \$60 and a male neuter is \$50. Depending upon the individual's needs, we would subsidize 35-50% of the cost. It should be noted that we actually have not considered offering 'free' spay/neuters, as we feel it is important for individuals to understand their responsibility in the care of their pet; but periodically, we do encounter a need great enough to justify covering the fee 100%. Having this funding available would allow us to subsidize the procedure for up to 80 cats in a year's time which is significant!

Timing of Funding

The need for these funds is immediate. We are approaching the time of year when the numbers of cats and kittens being rescued beginning to rise. The sooner we are able to establish the micro-chipping program, the more quickly the cats we adopt can leave our facility with permanent identification. The need for set-aside funding for subsidization of spay/neuter is also important at this time of year, as it is a time when many un-fixed cats feel a stronger reproduction urge and tend to 'escape' outside to respond to their instincts.

Community Impact

Through establishment of both of these programs, we will be able to address at least some of free-roaming cats in the Kenosha area. Both identifying stray cats and getting them back where they belong, and reducing the number of cats who are able to reproduce, will help both the cats and the community!