

## EXHIBIT RENTAL AGREEMENT

This Agreement is made the \_\_\_\_ day of \_\_\_\_\_, 2019 between Billings Productions, Inc. ("Lessor" or "BPI") and Milwaukee County Zoo ("Lessee" or "County"). Referenced together, the Lessor and the Lessee are the "Parties."

WHEREAS, BPI is in the business of creating, manufacturing, and leasing to lessees certain copyrighted robotic and static creature replicas, and ancillary exhibits; and

WHEREAS, Lessee operates a business or facility that wishes to lease for exhibition some of these replicas and ancillary exhibits; and

WHEREAS the Parties have entered into this Agreement to set forth the terms and conditions under which the Lessee has been granted the right to exhibit BPI's robotic and static creatures and ancillaries supplied by BPI as specified and set out herein, and both Parties represent that the person(s) signing this Agreement and any addenda hereto, has the authority to do so.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

### ARTICLE 1

#### INTERPRETATIONS AND DEFINITIONS

1.1 "Agreement" means this document and all schedules attached hereto and amendments that are signed by both Parties.

1.2 "Party" means the Lessee or BPI, individually.

1.3 "Exhibit Items" means the creature replicas and ancillary exhibits of BPI as itemized in Schedule 2 of this Agreement. The creature replicas shall be referred to individually as a "Dinosaur" and collectively as the "Dinosaurs".

1.4 "Exhibition Site" means the physical space Lessee will provide for the display of the exhibit as set forth on Schedule 1 of this Agreement.

1.5 "Exhibit" or "Exhibition" means the collective display of the Exhibit Items identified in Schedule 2 at the Exhibition Site.

1.6 "Delivery Date" means the date when the Exhibit Items are to be delivered to the Exhibition Site, and "Pickup Date" means that date when the Exhibit Items are to be picked up from Lessee, as specified in Schedule 2 of this Agreement.

1.7 "Exhibit Materials" means all digital artwork, photographs and any other BPI materials supplied to Lessee by BPI.

1.8 “Rental Fee” means the aggregate fees paid for the Exhibit, calculated in accordance with Section 2.4.

## ARTICLE 2

### TERM AND FEES

2.1 The term of this Agreement shall begin upon execution of this Agreement by the Parties and shall terminate on the Pickup Date, unless terminated earlier as provided herein. The term of this Agreement cannot be extended, altered or amended in any manner at any time unless by mutual consent by both Parties in the form of a written and signed addendum or amendment to this Agreement.

2.2 This Agreement contemplates one (1) Exhibit in calendar year 2020 in accordance with the terms set forth herein. The Rental Fee pricing for the Exhibit shall be as expressly provided herein, unless otherwise amended by the Parties.

2.3 The Lessee agrees to pay upon signing the Agreement a deposit of \$29,985, as security for Lessee’s obligations hereunder (the “Deposit”), which shall be paid to BPI within thirty (30) days of the date of the last signature to this Agreement; provided, however, that the Deposit shall be refunded to the Lessee if this Agreement is terminated by Lessee prior to thirty (30) days before the Delivery Date due to an Event of Default by Lessor pursuant to Section 4.1.

2.4 The Exhibit shall be for a period of 113 days with the Exhibit Items set forth in Schedule 2, for a total aggregate Rental Fee of \$299,850.00. The total Rental Fee due hereunder for the Exhibit shall be adjusted based upon \$2,653.53 per day for any days the Exhibit is extended, or if the number of Dinosaurs included in the Exhibit increases, at the request of Lessee. If the Exhibit Rental Fee is adjusted due to a change in the number of days, the final payment of the fee schedule shall be adjusted likewise.

2.5 Upon **early** termination of this Agreement by Lessee for any reason; provided such termination is not based upon an Event of Default by BPI pursuant to Section 4.1, Lessee agrees to load and place on freight the Exhibit Items as soon as commercially practicable after of the date of termination for delivery to BPI. All costs for loading and transportation costs for returning of the Exhibit Items to BPI shall be borne exclusively by Lessee unless such early termination is due to an Event of Default by Lessor pursuant to Section 4.1. If an early termination is due to an Event of Default by Lessor, Lessor shall bear all loading and transportation costs for return of Exhibit Items to BPI.

## ARTICLE 3

### OBLIGATIONS OF THE PARTIES

Lessee and BPI covenant and agree as follows:

3.1 All Exhibit Items shall be in good operating condition, such that the Exhibit Items will be substantially functional until the Pickup Date without need for major or substantial repair.

3.2 BPI will deliver the Exhibit Items to the pre-determined Exhibition Site on the Delivery Date to enable the Exhibit to take place.

3.3 BPI will direct and supervise the unloading of the Exhibit Items and assist in the placement of the Exhibit Items on site.

3.4 Upon the scheduled close of the Exhibit, BPI will examine the Exhibits Items for any damage and/or excessive wear, and will load and remove the Exhibit Items on the scheduled Pickup Date.

3.5 In the event the Exhibit Items are not delivered to the Exhibition Site by the Delivery Date, the Rental Fees due hereunder shall be reduced by the applicable pro rata rate for the number of days and number of Exhibit Items not delivered on time.

3.6 BPI will provide technical assistance at the set-up and take-down of the Exhibit and technical training of Lessee's personnel in the daily operation and routine maintenance of the Exhibit.

3.7 In the event of a mechanical breakdown or a malfunction of one or more animatronic Exhibit Item(s), the Lessee shall notify BPI by telephone, e-mail and/or facsimile as soon as possible. BPI shall make every reasonable effort to work with the Lessee, first by phone, e-mail and/or facsimile to correct the specific malfunction, and Lessee agrees to display such Exhibit Item(s) in static form until such time as repairs are made.

3.8 In the event there is a mechanical breakdown or a malfunction of one or more animatronic Exhibit Items caused by Lessee's staff and/or visitors, operation of Exhibit Items by the Lessee contrary to Schedule 4, adjustments of exhibits contrary to Schedule 4, operation of electrical supply contrary to Schedule 4, or operation of compressed and refrigerated air supply including pipe work distribution network contrary to Schedule 4, then the cost of any such repairs made by BPI shall be paid by the Lessee within thirty (30) days of receipt of invoice for such repairs. Lessee agrees to display such Exhibit Items in static form until the Pickup Date.

3.9 The Exhibit Items will be the same or substantially the same, with the exception of color scheme, as shown in the data sheets for each creature delivered to Lessee by BPI prior to the date of this Agreement.

3.10 BPI agrees it will not rent, lease, or otherwise provide any animatronic exhibit items identical or similar to the Exhibit Items to any other party for exhibit or display within a 100-mile drivable radius of the Exhibition Site during the term of this Agreement. If this Agreement is terminated at any time, the exclusivity period will end upon such termination.

3.11 Lessee is a municipal body corporate that self-funds for general liability under Wis. Stat. §§ 893.80 and 895.46(1), and automobile liability under § 345.05. Lessee is also

permissibly self-insured under Wis. Stat. § 102.28(2)(b) for Workers' Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Retentions and other costs of risk, including Lessee's contractual obligations, are financed under appropriation and fund accounting principles applicable to government operations. Nothing in this Agreement shall be construed as a waiver by Lessee of any rights to immunity, limitation of liability or any other protection that the Lessee may have by law.

3.12 Lessor will provide at all time and stages of this Agreement, full property insurance coverage for the Exhibit Items equal to the assessed valuation of the Exhibit Items from the time the Exhibit Items are shipped and delivered to Lessee by Lessor, during the offloading, unpacking and installation of the Exhibit Items, during the Exhibition term at Lessee, and throughout the de-installation, packing, loading and removal of the Exhibit Items, and until the delivery of the Exhibit Items to the next location.

3.13 Lessor will provide and maintain comprehensive general public liability insurance in an amount of not less than One Million US Dollars (US\$ 1,000,000) per occurrence and Two Million US Dollars (US\$ 2,000,000) general aggregate that shall also name Lessee as additionally insured. Lessor will provide and maintain workers' compensation insurance at statutory limits, employer's liability with minimum limits of \$100,000/\$500,000/\$100,000, and provide a waiver of subrogation in favor of Lessee for the workers' compensation. Lessor will provide and maintain automobile liability with a minimum limit of \$1,000,000 per accident that shall also name Lessee as additionally insured.

3.14 The Parties to this Agreement agree to indemnify, defend and hold harmless the other Party and their respective officers, employees and agents, against any and all liability, losses, charges, liens, costs or expenses including reasonable attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, arising out of, involving, or in connection with activities of the indemnifying party under this Agreement. Milwaukee County's liability shall be limited by Wisconsin State Statutes §§345.05(3) for automobile and §§893.80(3) for general liability. The representations and indemnifications agreed upon in this Section shall survive for a period of 18 months after the termination of this Agreement.

3.15 The Exhibit Items shall be exhibited solely at the Exhibition Site and that Lessee shall not remove any Exhibit Item from the Exhibition Site, nor cause any Exhibit Item to be sold, leased, copy, loaned or possessed to any third party, without the express written consent of BPI.

3.16 Unless otherwise provided for in this Agreement, Lessee will remit all payments outlined in Schedule 3 of this Agreement, and bear all other expenses outlined in this Agreement. Any payments, or portions thereof, which are not made within the time frames specified in

Schedule 3 shall bear interest at the rate of 1 and ½ % per month and Lessee agrees to pay such interest on the unpaid balance.

3.17 In the event of a natural disaster, fire, storm, tornado, act of God, insurrection, riot, war, or any other unforeseen circumstances and acts beyond BPI's control ("Unforeseeable Event") during the Exhibit period which results in the closure of the Exhibition Site for more than seven (7) but less than thirty-one (31) consecutive days, the Rental Fees due hereunder shall be reduced by the applicable pro rata rate for the number of days that the Exhibition Site is closed; alternatively, Lessee may extend the Exhibit for the same number of days as the time period of closure. If the period of closure of the Exhibition Site exceeds thirty (30) days, BPI will consult and attempt to work with Lessee regarding continuation of the Exhibit. However, upon such occurrence, BPI may retrieve the Exhibit Items with no further assessment of Rental Fees against Lessee and/or appropriate adjustment of Rental Fees previously paid, based on change in the number of days of the Exhibit.

3.18 Lessee will provide, at its own cost, the necessary personnel, forklift(s) each with a minimum 5 ton lifting capacity, and other equipment required to carry out, under the supervision of BPI, the unloading, setup, takedown, and reloading of the Exhibit Items.

3.19 Lessee will allow reasonable access to BPI's field engineer(s) to complete proper installation of the Exhibit Items and repair any damage that may have occurred to the Exhibits Items during transit or setup. BPI's field engineers will need Seven (7) days after the Exhibit Items are delivered to the Exhibition Site to complete the installation.

3.20 Lessee will designate certain personnel to be trained by BPI which will be responsible for repairs and daily maintenance of the Exhibit Items, including daily "Starting" and "Stopping" of the Exhibit Items and technical repairs as described in BPI's "Exhibition Operations Guide" and Schedule 4 of this Agreement.

3.21 Lessee will provide all necessary set dressings required to create an appropriate environment for the Exhibit Items.

3.22 Lessee will, under the supervision of BPI's field service engineer(s), assist in the unloading, set up, take down and loading of the Exhibits.

3.23 Lessee will only reproduce BPI's Exhibit Materials before or during the term of the Exhibit, as necessary for the limited purpose of advertising and promoting the Exhibit and will not use any of BPI's Exhibit Materials without BPI's approval of such use or reproduction and BPI agrees not to unreasonably withhold such approval.

3.24 Lessee will only utilize the Exhibit Materials provided by BPI in relation to the Exhibition services offered by Lessee during the term of the Exhibit.

3.25 Lessee will give appropriate recognition to BPI as the provider of the Exhibit Items in all forms of advertising and promotion of the Exhibit, at the reasonable discretion of Lessee whenever possible and appropriate.

3.26 The rights granted by BPI to the Lessee are limited solely to the public display of the Exhibit Items at the Exhibition Site(s) and for the Lessee's own advertising, education and promotional purposes, and to the use by the Lessee of BPI's Exhibit Items or reproduction thereof, or the reproduction of educational or marketing materials provided by BPI for commercial purposes, such as posters, postcards, video cassettes, photo ops, web sites, or other derivative works (as defined under United States Copyright Laws).

3.27 Lessee will display appropriate signage preventing the taking of photographs and video taping of any nature for commercial purposes, except for Lessee's promotional purposes.

3.28 Lessee will grant BPI reasonable access to the Exhibition Site(s) to review, videotape and photograph the Exhibit during normal hours of operation should BPI so desire.

3.29 Lessee will use its best efforts to provide BPI with copies of all media coverage, magazine articles, video, and any other publicity generated by the Exhibit. Lessee will also provide BPI with data related to attendance at the Exhibition Site during the Exhibition and data to compare attendance at the Exhibition Site during a similar time period without the Exhibition.

3.30 Lessee will return all BPI furnished Exhibit Materials, including digital format materials, operations guides, and any other Exhibit Materials at the conclusion of the Exhibition.

3.31 Lessee agrees to pay all Fees as outlined in Schedule 3 of this Agreement, unless this Agreement is earlier terminated as set forth herein. In the event Lessee is thirty (30) days late in any payment due BPI, Lessee hereby agrees that BPI may, after providing notice and a ten (10) day opportunity to cure, enter the Exhibition Site and pick up the Exhibit Items without any further notice. In this case, all costs for the loading and return of the Exhibit Items to BPI shall be borne exclusively by Lessee.

3.32 Lessee will comply with all of its respective operational requirements set forth in Schedule 4.

## **ARTICLE 4**

### **DEFAULT; TERMINATION**

4.1 The occurrence of any one or more of the following events with respect to a Party shall constitute an Event of Default under this Agreement:

- (i) failure to perform any of its obligations contained in any section of this Agreement and the continuance of such failure not remedied for a period of thirty (30) days following receipt of written notice thereof to the defaulting Party (giving particulars of the failure in reasonable detail);

(ii) if any proceedings are commenced or taken for the dissolution, liquidation or winding-up of a Party, or for the suspension of operations of a Party whether by extra-judicial means or under any statute of any applicable jurisdiction or otherwise.

4.2 A defaulting Party shall promptly notify the non-defaulting Party, in writing, if a Default or Event of Default with respect to such defaulting Party has occurred hereunder.

4.3 Upon the occurrence of an Event of Default by a Party under this Agreement, the non-defaulting Party may do any or all of the following as such non-defaulting Party, in its sole discretion, shall determine:

(i) The non-defaulting Party may terminate this Agreement in accordance with its terms hereunder;

(ii) The non-defaulting Party may exercise any of its other rights and remedies provided for hereunder or otherwise available to it at law or in equity.

## ARTICLE 5

### GENERAL PROVISIONS

5.1 Assignment. This Agreement is being entered into in reliance upon and in consideration of the skill, qualifications, representations, trust and confidence in both the Lessee and BPI, their principal officers thereof, who will actively and substantially participate in the performance of services hereunder. Therefore, neither the Lessee's and/or BPI's interest in this Agreement nor any of said rights or privileges shall be assigned, transferred, shared, or divided, voluntarily or involuntarily, by operation of law or otherwise, in any manner, without the prior written consent of the other party.

5.2 Proprietary Information. Subject to the Wisconsin Public Records Law, both Parties agree to hold in strict confidence any proprietary information disclosed one to the other. Both Parties agree that they will not remove any document, material, or equipment, and they will not photograph or otherwise record any data without specific written permission of a duly authorized representative of the other.

5.3 Audit. Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Lessee, or other party to the

contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

5.4 Non-Discrimination and Equal Employment Opportunity. In the performance of work by Lessor under this Agreement, Lessor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. A violation of this provision shall be an Event of Default under Section 4.1 and be sufficient cause for the Lessee to terminate this Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by Lessor for use in completing the Agreement.

When a violation of the non-discrimination or equal opportunity provisions of this section has been determined by Lessee, Lessor shall immediately be informed by Lessee of the violation and directed to take all action necessary to halt the violation and to take steps to prevent further violations.

If, after notice of a violation to Lessor, further violations of this section are committed during the term of this Agreement, Lessee may terminate this Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Lessor for use in completing this Agreement, or it may permit Lessor to complete this Agreement, but, in either event, Lessor shall be ineligible to bid on any future contracts let by Lessee.

5.5 Targeted Business Enterprises. While this Agreement does not have a specific participation goal established by Community Business Development Partners, Lessor is hereby directed to use active and aggressive efforts to assist Lessee in participation of Targeted Business Enterprise (TBE) firms on the County's procurements. The directory of certified firms, and further assistance with this initiative, can be obtained by contacting the Community Business Development Partners Department of Milwaukee County (CBDP) at (414) 278-4747, or [cbdp@milwaukeecountywi.gov](mailto:cbdp@milwaukeecountywi.gov). The directory of TBE firms currently certified in the State of Wisconsin can be found at: <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

5.6 Open Records. Both parties understand that Lessee is bound by the public records law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Lessor hereby agrees that it shall be obligated to assist Lessee in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this Agreement, whereupon the Lessor shall then and in such event be obligated to indemnify, defend and hold Lessee harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by



Lessee in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this Agreement.

5.7 Entire Agreement. This Agreement with its attached schedules sets forth the entire Agreement and understanding between the Parties with respect to the subject matter hereto and merges or supersedes all prior discussions, proposals, offers and agreements, if any. Both Parties agree that any changes to the terms of this agreement shall be made in writing, in the form of an Addendum to this Agreement, and signed by both parties.

5.8 Reliance. Lessee agrees that it has not relied on any representations of BPI, its agents or employees regarding the potential success of the Exhibit, other than those that are made by the express terms of this Agreement.

5.9 Counterparts. This Agreement may be executed in any number of counterparts, and any Party hereto may execute any such counterpart, each of which when executed and delivered together shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by the Parties.

5.10 Relationship. Nothing in this Agreement will be construed as creating the relation of employer and employee, agents, partners, or joint ventures between the BPI and Lessee; or between the BPI and any of Lessee's employees or representatives. It is the express intent of the Parties that neither Party is an employee, agent, partner or joint ventures of the other for any purpose but are independent contractors for all purposes and in all situations.

5.11 Severability. Any provision of this Agreement which is held to be prohibited, unenforceable, or not authorized by any court of competent jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

5.12 Waiver. No delay or omission by any Party to exercise any right or power it has under this Agreement or to object to the failure of any covenant of any other Party to be performed under this Agreement or to object in a timely and complete manner, shall impair any such right or power to be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights. Any single or partial exercise by any Party of its rights or powers shall not preclude such Party from any other or further exercise of such right or the exercise of any other right or power. Any single or partial waiver by any Party of any obligation of any other Party under this Agreement will constitute a waiver of such obligation only as specified in such waiver and will not constitute a waiver of any other obligation.

5.13 Amendments. No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of each Party.

5.14 Governing Law. Except to the extent that this Agreement may be governed by federal law, this Agreement is governed by, interpreted, construed and enforced in accordance with the laws of the State of Wisconsin.

5.15 Expenses. Except as otherwise provided herein, each Party will bear all expenses incurred by it in connection with this Agreement and the transactions contemplated hereby, including fees and expenses of legal consultants, printers, financial advisors, accountants and obtaining required consents and approvals.

5.16 Publicity. Subject to Wisconsin Public Records Law, the prices and terms of this Agreement shall be held confidential by both Parties, as shall each Party's respective performance hereunder and thereunder. Neither Party shall use any logos or trademarks of the other Party in any manner whatsoever, without such Party's prior review and written approval of such use.

**SIGNATURE PAGE FOLLOWS:**

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

BILLINGS PRODUCTIONS, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sandra Billings, President

MILWAUKEE COUNTY ZOO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chuck Wikenhauser, Director

*Approved with regards to County Ordinance Chapter 42:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Community Business Development Partners

*Reviewed by:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Risk Management

*Approved for execution:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

Reviewed and approved per insurance and indemnification language only. Certificate(s) of Insurance evidencing compliant coverage must be submitted to Risk Management and approved prior to services being provided. Failure to prove insurance will disqualify vendor from participation.

*Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Comptroller

*Approved:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive

*Approved as compliant under sec. 59.42(2)(b)5, Stats.:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

[Signature Page to BPI Exhibit Rental Agreement]

**SCHEDULE 1**  
**BPI, EXHIBITOR, AND EXHIBITION SITE INFORMATION**

**BPI**

Billings Productions Inc. (EIN 68-0567410)  
a Texas Corporation, hereinafter  
referred to as "BPI"

**Address for Notice:**

Billings Productions, Inc.  
1277 Andrews Parkway  
Allen, TX 75002  
Ms. Sandra Billings, President  
Telephone: 972-562-7265 x101  
Fax: 972-562-7266  
Cell Phone 972-832-6301  
Email: [sandra@billingsproductions.com](mailto:sandra@billingsproductions.com)

**Representative:**

**Sandra Billings**

**EXHIBITOR:**

Milwaukee County Zoo

**Address for Notice:**

10001 West Bluemound Road  
Milwaukee, WI 53226  
Attn: Mr. Charles Wikenhauser, Zoo Director  
Telephone: 414-256-5401  
Fax: 414-256-5410  
Email: [charles.wikenhauser@milwaukeecountywi.gov](mailto:charles.wikenhauser@milwaukeecountywi.gov)

**Exhibition Site:**

Milwaukee County Zoo  
10001 West Bluemound Road  
Milwaukee, WI 53226

## SCHEDULE 2

### EXHIBIT DATES, EXHIBIT ITEMS AND EXHIBIT MATERIALS

#### EXHIBIT DATES:

Delivery	Open	Close	Pickup
TBD	5/20/20	9/9/20	TBD

**The Parties acknowledge and agree that the delivery and pickup dates shall not be moved up or back by more than three (3) business days, and delivery and pick-up may only occur during normal business hours of the Exhibitor, Monday thru Friday, unless otherwise agreed by Exhibitor. The Exhibitor will be notified no later than thirty (30) days prior to the delivery and/or pickup date shown above of the actual delivery and/or pickup date and time shall be of essence in respect of the delivery and pick-up dates.**

#### EXHIBIT ITEMS (Indoor/Outdoor):

1. Allosaurus	11. Deinonychus Slasher	
2. Apatosaurus	12. Deinonychus Watcher	
3. Apatosaurus Baby	13. Deltasuchus	
4. Brachiosaurus	14. Iguanodon	
5. Citipati	15. Muttaburrasaurus	
6. Coelophysis A/B	16. T. rex Adult	*included
7. Dilophosaurus	17. T. rex Nest	**\$5000 charge
8. Dilophosaurus Baby	18. Stegoceras	21. Suchomimus
9. Edmontonia	19. Stegoceras	22. Hadrosaur Dino Dig*
10. Carnotaurus	20. Utahraptor	23. Trex photo-op**

#### MARKET & TECHNICAL SUPPORT BY BPI:

1 Creature Information Sheets  
2 Bimonthly Maintenance  
3 Maintenance kit

4 Technical support  
5 Exhibitor technical training guide

FIELD SERVICE ENGINEER RATES:

See Schedule 7 for MILWAUKEE COUNTY TRAVEL  
REIMBURSEMENT RATES FOR VENDORS

1. Per Diem \$61.00 each per day (if  
breakfast is included with lodging, \$48.00 each per day)
2. Hourly rate \$45.00 each per hour
3. Lodging \$150.00 each per night
4. Local transportation \$80.00 per day

**SCHEDULE 3**  
**PAYMENT SCHEDULE; TRANSPORTATION**

**1. PAYMENT SCHEDULE:**

The Rental Fees shall be paid by Exhibitor as follows:

Payment No.	Payment Amount	Due Date
1*	\$29,985	On signing
2	\$29,985	5/20/20
3	\$79,960	6/15/20
4	\$79,960	7/15/20
5	\$79,960	8/15/20
<b>TOTAL</b>	<b>\$299,850</b>	

**\* Payment Number 1 a booking fee, nonrefundable unless there is an Event of Default by Lessor.**

**2. PAYMENT REMITTANCE:**

All payments shall be by Telegraphic Transfer to the following:

Name of Account: Billings Productions Inc.

Account No. 2000030074208

Bank Wells Fargo  
McKinney-Eldorado Medical Center  
Financial Center  
1775 West Eldorado Pkwy  
McKinney, TX 75069

Bank Routing No. 121000248  
SWIFT WFBIUS6S



3. **ADDITIONAL PAYMENT TERMS:**

**TRANSPORTATION:** Unless otherwise provided in this Agreement, all transportation costs to and from the Exhibition Site have been incorporated into the Rental Fees. Cost of any special permits or fees imposed by local authorities will be borne by the Exhibitor.

**FIELD SERVICE TECHNICIAN:** Unless otherwise provided in this Agreement, the cost for BPI to provide field service technician(s) to unload, set up the Exhibit Items, and dismantle and load the Exhibit Items at the time of pickup has been incorporated into the Rental Fee. Additional fees may apply for any requests by Exhibitor for overtime or any additional services that are not set forth in this Agreement.

## **SCHEDULE 4 OPERATION OF EXHIBIT**

1. Exhibitor agrees that it will provide an Exhibition Site suitable for outdoor display of the Exhibit Items.

2. Exhibitor agrees to provide stanchions or other barriers to be placed around the non-hands-on Exhibit Items, and Exhibitor will provide normal security or supervision to discourage the viewing public from touching non-hands-on Exhibit Items.

3. Exhibitor acknowledges that they have received the data sheets provided by BPI reflecting the size and weight of the Exhibit Items. Exhibitor takes responsibility to insure that there is adequate ingress and egress for the installation of the Exhibit Items at the Exhibition Site and that the Exhibition Site provided by Exhibitor can support the Exhibit Items.

4. Exhibitor acknowledges that they have reviewed the data sheets provided by BPI reflecting the power requirements of the Exhibit Items and that Exhibitor will supply uninterrupted power to the Exhibit Items at no less than 110 or 220 VAC, +/-5% at no less than the minimum required amperage as specified. Exhibitor further agrees that the entire air system for the Exhibit Items will be ready and operational by the time the BPI technician(s) arrives. Failure of Exhibitor to have the proper air installed and operational by the Delivery Date will result in additional charges to Exhibitor for the additional costs incurred by BPI for the technician's time including, but not limited to hourly rate of the technician, per diem, hotel, etc. as set forth in Schedule 2.

5. Exhibitor agrees to provide at its own cost all necessary electricity and electrical supply equipment to operate and light the Exhibit Items at the Exhibition Site. Exhibitor agrees that all such equipment will conform to all local codes for public exhibitions. The Exhibitor shall provide air compressors and refrigeration air dryer units for the entire length of the Exhibit. Hard pipe or air rated rubber hose is strongly recommended by BPI.

6. BPI agrees that it will have a minimum of two (2) field engineers present for the unloading, setup, operational training, take down and loading of the Exhibit Items. Training will include how to repair minor cosmetic and technical defects, and how to perform daily maintenance routines on the Exhibit Items.

7. BPI agrees to reimburse Exhibitor in the event Exhibitor has to provide any supplies, parts, or equipment needed to effect repairs or maintenance of the Exhibit Items as directed by BPI.

8. Any maintenance or repair caused by other than operation in accordance with this Agreement or BPI's instructions shall be performed by BPI but shall be paid for by Exhibitor, reasonable wear and tear excepted.

9. In the event that any fire department authority refuses to approve the display of BPI Exhibit Items for any reason, Exhibitor agrees to hold BPI harmless for any costs arising

from the promotion, production, or other expenditures related to this Exhibit, and Exhibitor shall not be entitled to any reduction in the Rental Fee, unless agreed to by BPI.

**SCHEDULE 5**  
**BUSINESS INFORMATION**

Exhibitor: Milwaukee County Zoo

Address: 10001 West Bluemound Road, Milwaukee, WI 53226

Telephone Number: 414-265-5439

Fax Number: 414-256-5410

Type of Business: Zoo

Tax Identification Number: 39-6005720

Business License Number:

Tax Exemption Numbers: ES 40930 (WI)

**SCHEDULE 6**

**BILLINGS PRODUCTIONS Inc.  
CORPORATE LOGO**



**Digital Format of Logo to be sent when required)**

## SCHEDULE 7

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	March 6, 1972	Travel Preparation Guidelines and Expense Reporting	5.11

### 5.11 TRAVEL PREPARATION GUIDELINES AND EXPENSE REPORTING

1. **PURPOSE.** To establish an orderly procedure in accordance with Milwaukee County Ordinance 56.05 for the authorization and reimbursement of business related travel for elected officials, officers, employees of Milwaukee County and municipal police officers.
2. **DEFINITIONS.**
  - (a) Travel Expenses. Costs for lodging, meals or other incidental expenses, transportation, seminar/meeting attendance and related activities in the conduct of official County business.
  - (b) Official County Business. Official County Business shall mean, but not be limited to:
    - 1) Conducting legitimate County business such as fulfilling job functions, negotiating, inspecting or purchasing equipment and coordinating with other governmental agencies.
    - 2) Obtaining information directly related to the person's official function.
    - 3) Serving as an official representative of Milwaukee County.
3. **APPLICABILITY.**
  - (a) Elected Officials, Officers and Employees. All elected officials, officers and employees of Milwaukee County are required to follow these procedures for the authorization and reimbursement of travel expenses. The use of a travel agency for air travel or hotel reservations will be at the discretion of department heads.
  - (b) Municipal Police Officers. Whenever a municipal police officer engages in travel beyond the boundaries of Milwaukee County for the purpose of escorting a County prisoner or conducting a further criminal investigation, the municipality may be reimbursed for the business related travel expenses consistent with the provisions of these Procedures.
4. **RESPONSIBILITIES.**
  - (a) Department of Administrative Services.
    - 1) The Department of Administrative Services has the final authority for interpreting relevant travel policy definitions and discretion in approving unusual and extraordinary expenses, based on appropriate documentation.
    - 2) Department administrators will be notified whenever an adjustment is made to the maximum allowable lodging rates. Lodging rates are based upon the Federal Per Diem Rate tables issued by the U.S. General Services Administration (GSA). For ease of administration, The Department of Administrative Services groups the locations in the GSA table into different cost categories. The limit for each location is set at 125% of the highest federal rate in that category.

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- 3) Department administrators will be notified whenever an adjustment is made to the Federal Meals & Incidental Expense (M&IE) rates M&IE rates are based upon the Federal Per Diem Rate tables issued by the U.S. General Services Administration.

(b) Department Administrators and County Board Chairman.

- 1) Authorization to travel and for reimbursement of estimated travel expenses should be given prior to commencement of the travel activity by the appropriate head of any County department, Board or office. The purpose of the travel should be for the purpose of conducting official County business. It must be demonstrated that there is a direct relationship between the purpose of the travel and the individual's work function. Even if the County will not be funding the travel expense, travel authorization is required if the person is to maintain official employment/business status during the travel period.
- 2) The County Board Chairman must authorize estimated travel expenses for County Board members. Advance expense authorization for other elected officials and County officers is not required.
- 3) Written authorization for municipal police officer travel must be made in advance by the District Attorney.

5. TRAVEL REIMBURSEMENT POLICIES.

(a) General Rules.

- 1) Individuals traveling on official business are expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. The use of a travel agency for making air travel, hotel reservations and arrangement for other methods of transportation shall be discretionary, as authorized by each department head.
- 2) Travel expenses to be reimbursed are confined to those expenses essential to the transaction of official County business.
- 3) Personal expenses are not reimbursable.
- 4) When individuals are engaged in business travel, they will be considered as meeting attendance requirements for payroll purposes. Any absence from duty beyond this period shall be considered personal time.
- 5) Deviations from travel policies will not be authorized by the Department of Administrative Services unless requests for approval are submitted in writing to the Accounts Payable Manager, Department of Administrative Services, Fiscal Affairs Division, a minimum of ten days prior to the date of departure.

(b) Transportation.

- 1) All public modes of transportation must be substantiated by original ticket stubs.

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- 2) All travel arrangements should be made at the lowest available fare, consistent with reasonable and conservative business planning.
- 3) Where public transportation is practical, it should be used. Where a private mode of transportation is used in lieu of another more normal and usual form of transportation, travel reimbursement will be the lesser of the two costs.
- 4) Where automobile transportation is necessary, use of a private automobile will be reimbursed in accordance with Chapter 5, Automobile Mileage Allowance, of the Milwaukee County Ordinances. Individuals using a personal automobile must certify, in writing, that they meet all of the requirements for public liability insurance as required by Chapter 5. All reimbursable mileage allowance will be based upon the shortest mileage between points of travel as shown by official State maps.

Appendix D lists common destination points and the one-way mileage from Milwaukee to this destination. Any mileage in excess of these amounts may require explanation prior to reimbursement.

- 5) If an indirect route is taken for personal reasons, all extra costs of such travel are not reimbursable.

(c) Lodging.

- 1) All claims for overnight accommodations must be substantiated by paid original receipts. Employees will not be reimbursed for lodging costs in excess of the lodging rate established by the Department of Administrative Services for the locality of travel. Exceptions are as follows:
  - i. An employee may exceed the lodging rate for the locality of travel may if a group discount rate is offered in conjunction with a conference.
  - ii. A department head may grant a waiver to exceed the lodging rate for the locality of travel. The department head must submit a written explanation of the factors necessitating the higher lodging costs to the Accounts Payable Manager.
- 2) Lodging costs are reimbursable when required travel is greater than 100 miles from Milwaukee County unless otherwise justified and approved in writing by the authorizing head of the appropriate department, Board or office.
- 3) Reimbursement is limited from the night before the authorized event starts through the night it ends.
- 4) Reimbursement is limited to the single-occupancy rate, unless two County employees, officers or elected officials share a room and both individuals are on business-travel status. When a room is shared, the cost of lodging is to be shared equally.
- 6) If a group discount rate offered in conjunction with an authorized event is lower than the County's maximum lodging rate for the locality of travel, reimbursement for lodging shall not exceed the group discount rate.

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(d) Meals & Incidental Expenses (M&IE).

- 1) Meals, including tips, are reimbursable at actual cost upon submission of paid receipts. The cost of alcoholic beverages is non-reimbursable. Employees will not be reimbursed for meal and other incidental costs in excess of the M&IE rate for the locality of travel while on official County business outside of Milwaukee County. Tips are limited to a maximum rate of twenty percent (20%) of the meal costs and incidental expenses listed in Section (5)(i) of these Procedures. See section (8)(b)15 for additional information on the M&IE rate.
- 2) Meal costs are not reimbursable when the expense of the respective meal is included in the registration fee, provided in conjunction with an authorized event or another County expense, or paid by a business, community, service or other organization.
- 3) When travel on official County business occupies less than one (1) full day, expenses will be reimbursed at actual cost not to exceed three-fourths of the applicable M&IE rate. Reimbursements for one-day trip meals are paid through the payroll system and are subject to Federal and State income taxes and Social Security taxes because the cost of the meal is not recognized as a business expense by the Internal Revenue Service.

(e) Registration Fees. Registration fees for conventions, conferences and seminars are reimbursable when supported by paid receipts.

(f) Communication Expenses.

- 1) Communication expenses for business purposes, such as telephone and telegrams, will be reimbursed. However, the cost of personal telephone calls is not reimbursable.
- 2) All such expenses must be supported by an itemized statement showing the date, time, names and phone numbers of persons called and the purpose of the call.

(g) Taxi/Shuttle.

- 1) Taxicabs and shuttles may be authorized if required for the accomplishment of official County business. No reimbursement is allowed for personal use, which includes travel to/from entertainment and restaurants.
- 2) Reasonable charges for taxis and shuttles, including tips at a maximum rate of twenty percent (20%) of the charge, are reimbursable when other modes of transportation are not available or practical. Included would be the cost of travel between a common carrier or other terminal and either an individual's home or place of business.
- 3) All taxicab and shuttle fares, where the cost of a one-way fare exceeds \$15, must be substantiated by receipts and an explanation of the business purpose of the expense.

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(h) Automobile Rental.

- 1) All automobile rentals must be substantiated by the rental agreement and a paid invoice.
- 2) The cost of renting an automobile must be authorized by the department head in advance if such use is determined to be in the best interest of the County.
- 3) Reimbursement for renting and operating the automobile should be for business purposes only. The County will also reimburse the amount of collision damage and accidental injury insurance up to the amount of the standard plan offered by the rental agency.

(i) Incidental Expenses. The incidental expenses itemized below are only reimbursable through the M&IE rate as covered under Section (5)(d) of these Procedures. Separate reimbursement is not allowable.

- 1) Traveler's check fees
- 2) Baggage handling service including tips for doormen, bellboys, or housekeeping services
- 3) Laundry and dry cleaning

(j) Non-reimbursable Expenses. Expenses that are considered personal, not essential to the transaction of official County business, and are not reimbursable, include:

- 1) Valet service
- 2) Personal trip insurance or flight insurance
- 3) Personal telephone calls
- 4) Entertainment and travel to places of entertainment
- 5) Medical or hospital services
- 6) Alcoholic beverages
- 7) Travel costs for family members

6. TRAVEL ADVANCES

Employees and elected officials are eligible for travel advances of \$100.00 minimum. Instructions for obtaining and liquidating an advance can be found in Administrative Manual Chapter 5.09, Travel Advances (Travel Advance Form #1686).

Travel advances can be made payable to an employee or other authorized provider (travel agent/airline/hotel/organization for conferences).

An employee is responsible for all (personal or otherwise) advances until they are accounted for through the submission of a Travel Expense Report or until repaid. A Travel Expense Report must be submitted per instructions under Section (8) of these Procedures, regardless of whether out-of-pocket expenses are incurred, as travel expenditures are not recorded within the financial records (Advantage) until a Travel Expense Report is filed.

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## 7. TRAVEL ARRANGEMENT

### (a) Air Travel.

- 1) Lowest Available Fare. All air travel arrangements should be made at the lowest possible available fare consistent with reasonable business planning.
- 2) Verify the accuracy of the tickets and itinerary upon receipt.
- 3) Changing or Canceling Reservations. When travel plans change, contact the agent, airline, website, or where tickets were purchased and say that your call concerns changes to an existing record. When changing reservations, but not your routing, tickets can be adjusted (revalidated) either by the travel agency or at the airline ticket counter.
- 4) Unused Tickets. Unused airline tickets related to cancellation of business-related travel for Milwaukee County may not be re-used for personal travel. Employees should attempt to exchange the ticket for other business-related travel.

### (d) Lodging.

- 1) Lodging rates. When making hotel reservations, keep in mind that the County will only reimburse lodging costs up to allowable lodging rate established for the locality of travel.
- 2) Identification. Carry a Milwaukee County I.D. as many hotels will not honor governmental rates unless a governmental I.D. is shown at the time of registration.
- 3) Payments. When making hotel payments, verify that the rate charged by the hotel is the same as the rate identified on your itinerary or the amount quoted in the confirmation from the hotel. Payment should not exceed the quoted rate. If the hotel is in Wisconsin, verify that it did not charge sales tax. If sales tax was charged, present a tax-exempt certificate to have the sales tax removed. A tax-exempt certificate is available in the Lotus Notes Forms Library.
- 4) Changing or Canceling Reservations.
  - a. All hotels will be guaranteed for a late arrival and must be canceled if not used. It is your responsibility to cancel the reservation prior to the deadline date and time noted on the itinerary in order to avoid any charges.
  - b. If a deposit has been sent for hotel reservations that are canceled, it is the employee's responsibility to notify the hotel to request a refund.

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8. TRAVEL EXPENSE REPORT, FORM #1423R14

- (a) Submission. A Travel Expense Report, along with original receipts and a travel itinerary, must be submitted regardless of whether or not out-of-pocket expenses were incurred and should be submitted as soon as practical after the last day of the trip. If an employee has an outstanding travel advance with the County Treasurer, the Travel Expense Report must be submitted within 15 days after the last day of the trip, unless the full amount is refunded directly to the County Treasurer prior to submitting the Travel Expense Report.
- (b) Preparation. Travel Expense Report, Form #1423R14 is attached as Appendix A and can be obtained from Document Services, or as an electronic form available in Lotus Notes Forms Library.
- 1) Employee Name and Title. Enter requested data.
  - 2) Employee Vendor I.D. Enter the five-digit vendor number from set-up in Advantage for the employee (the number should begin with a "6"). If employee vendor number is not available, submit a Employee Vendor Maintenance Form 3701 to Accounts Payable via fax at 223-1860 or mail. Form 3701 is also available in the Lotus Notes Forms Library.
  - 3) Employee Location. Enter the building name and room number.
  - 4) Resp Agency. Enter the 3-digit agency number to which you are assigned.
  - 5) Resp Org Unit. Enter the 4-digit organizational unit to which you are assigned.
  - 6) Travel Advance I.D. If applicable, enter travel advance I.D. (this is the TE reference number from Advantage) from the original travel advance for the trip.
  - 7) Document Total. Enter the dollar amount from the Total Expense line of this report.
  - 8) Start Date and End Date. Enter the date for the start and end of this trip. Example: start of trip 03/14/10 and end of trip 3/18/10.
  - 9) Purpose of Trip. Enter the specific reason for the travel, such as business meeting, training or convention. Where appropriate, enter the name of the sponsoring organizations, the title of the seminar or training session attended, and the names of the individuals and/or organizations with whom you met.
  - 10) Trip Code. Enter the (three) digit code for the purpose of the trip.
 

001	Conference
002	Meetings
003	Seminars
004	Training
005	DP Education
006	Education
007	Extradition

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- 11) Destination. Enter the City, County and State of the Travel destination.
- 12) Destination Code. Enter the four (4) digit code for the destination of your trip. See Attachment B for listing of destination codes.
- 13) Transportation.
  - a. Mode of Transportation. Enter the mode of transportation where Type is indicated: air, train, bus, personal auto or County-owned vehicle. Taxi, shuttle and auto rental expenses should not be included here, but should be reported on the separate line provided.
  - b. Public Transportation.
    - i) Enter the cost of the public transportation used which should agree with both your ticket stub and your travel itinerary.
    - ii) If using air transportation, submit the original ticket stub and travel itinerary with the Travel Expense Report.
  - c. Personal Automobile.
    - i) Enter in the Explanation section the number of allowable miles you are claiming for reimbursement. The reimbursable mileage shall be based upon the shortest mileage between points of travel, as shown by official State maps. See Appendix E for mileage of common destination points.
    - ii) Multiply the number of allowable miles by the current reimbursement rate as stated in Chapter 5 of County Ordinances and enter that amount, unless this amount exceeds the cost of public transportation.
    - iii) If a personal vehicle was used in lieu of public transportation, an itinerary issued by the authorized travel agent should be submitted with your Travel Expense Report, which specifically identifies the cost of public transportation. The cost of public transportation should be entered for reimbursement if it is less than the cost of personal mileage. This amount should be entered for reimbursement.
    - iv) The mileage reimbursement rate includes all costs of operating your vehicle. Expenses for gasoline, repairs or other expenses directly related to the operation of your vehicle cannot be separately claimed.
  - d. County-Owned Vehicle. If a County-owned vehicle is used for transportation, no amount should be included under Transportation. Only actual expenses incurred, such as gasoline or emergency repairs, are reimbursable and these should be reported under Other Expense, as instructed in Section (8)(b)20.

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14) Hotel.

- a. Enter the number of allowable nights for which you are claiming reimbursement. The number of allowable nights cannot exceed the night before an authorized event begins through the night it ends.
- b. Enter the total amount of lodging costs directly related to the number of allowable nights you are claiming. The daily lodging rate may not exceed the County's maximum lodging rate for the locality of travel.
  - i) The cost per night claimed is limited to the single occupancy rate and should agree with your hotel receipt, unless you shared a room with another individual or the cost of your hotel exceeded lodging that was provided in conjunction with an authorized event.
  - ii) If you shared a room with another county employee on travel status, the cost of the room is to be shared equally. If you shared a room with a non-County employee, you can only claim the hotel's quoted single occupancy rate.
  - iii) When lodging is provided in conjunction with a training session, convention or general meeting, your hotel costs cannot exceed the cost of the lodging provided. For example, if lodging is provided at \$60 per night through a training session, but you elect to stay at a hotel that costs \$80 per night, you can only claim \$60 per night for reimbursement. Provide a copy of the registration form verifying the conference hotel rate.
  - iv) Do not report miscellaneous hotel charges under this category, such as telephone, food service and parking. If these expenses are reimbursable travel expenses, they should be claimed under the appropriate category.
  - v) Milwaukee County is exempt from sales tax in the State of Wisconsin and you should not be charged sales tax on your hotel bill. Request a credit if you are charged sales tax on your hotel bill. Our sales tax exemption number is 040930 in the State of Wisconsin. A sales tax exemption certificate may be obtained from the Lotus Notes Forms Library.
- c. Submit the original, paid receipt furnished by the hotel, which itemizes expenses with the Travel Expense Report.

15) Meals & Incidental Expenses (M&IE).

Milwaukee County reimburses employees for meals and incidental expenses at actual cost. All meal costs must be substantiated by paid receipts. The cost of alcoholic beverages is non-reimbursable. Employees will not be reimbursed for meals and incidental expenses in excess of the applicable M&IE reimbursement rate. The maximum M&IE reimbursement rate is based on the locality of travel in relation to the Federal M&IE rates.

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- a. Applicable M&IE rates are as follows:

	<u>Maximum Reimbursement Rate</u>
High-Cost Localities	\$66/Day
Mod-Cost Localities	\$56/Day
Low-Cost Localities	\$46/Day

Three-fourths of the applicable M&IE rate is allowed for each partial day of travel (less than 24 hours) as follows:

	<u>Low-Cost Rate</u>	<u>Mod-Cost Rate</u>	<u>High-Cost Rate</u>
Partial day	\$ 34.50	\$ 42.00	\$ 49.50

- b. Determine the maximum allowable reimbursement for each day and/or partial-day you are away from home. In the amount column, enter the total amount to be reimbursed based on actual meal costs up to the daily maximum reimbursement rate.

#### Example 1

Employee departs for a low-cost locality on 3/7 at 7:00 AM and returns on 3/8 at 6:00 PM:

Date	Maximum M&IE Rate	Actual Meal Cost	Reimbursement Amount
3/7 Partial Day	\$ 34.50	\$ 22.00	\$ 22.00
3/8 Partial Day	34.50	37.00	34.50
Total		\$ 59.00	\$ 56.50

#### Example 2

Employee departs for a high-cost locality on 3/7 at 9:00 AM and returns on 3/10 at 1:00 PM:

Date	Maximum M&IE Rate	Actual Meal Cost	Reimbursement Amount
3/7 Partial Day	\$ 49.50	\$ 30.00	\$ 30.00
3/8 Full Day	66.00	80.00	66.00
3/9 Full Day	66.00	45.00	45.00
3/10 Partial Day	49.50	55.00	49.50
Total		\$ 210.00	\$ 190.50

#### Example 3

If an employee departs for a low-cost locality on 3/7 at 7:00 AM and returns the same day at 6:00 PM:

Date	Maximum M&IE Rate	Actual Meal Cost	Reimbursement Amount
3/7 Partial Day	\$ 34.50	\$ 40.00	\$ 34.50

Note: This is considered a one-day trip meal and will be reimbursed through the Payroll system.

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- c. In the Amount column, enter the lesser of actual M&IE expenses incurred or the maximum allowable reimbursement.

- d. Exceptions are as follows:

- i) Business Meals Within Milwaukee County. Meal costs incurred while on official County business within Milwaukee County are not reimbursable.

- ii) One-Day Trip Meals. Meals are defined as one-day trip meals when no overnight stay is incurred. Reimbursements for one-day trip meals are paid via the payroll system and are subject to Federal/State income taxes and Social Security taxes. The cost of the meal is not recognized as a business expense by Internal Revenue Service and therefore is considered income to the employee. One-day trip meals are reimbursed at actual cost upon submission of paid receipts, not to exceed \$34.50.

For example: If an employee attends a 3-day meeting outside of Milwaukee County, returns home each night and incurs allowable meal expenditures each day, the employee must report allowable M&IE reimbursement as 1-day trip meals for all 3 days.

- iii) Meals Included in Registration Fees. Meal costs included in the registration fee or another County expense or paid by a business, community, service or other organization are not reimbursable.

For example: If an employee attends a 1-day seminar outside Milwaukee County with a registration fee of \$100 that includes a group lunch, no reimbursement can be claimed for lunch expenses. If a seminar requires a registration fee of \$100 plus an optional charge for a meal of \$10, the employee can claim reimbursement for the \$10.

#### 16) Registration Fees.

- a. Enter only the cost of the registration fee. The cost of meal tickets, purchased separately, even though purchased at the time the registration fee is paid, are reimbursable as covered in Section (8)(b) 15, Meals & Incidental Expenses.
- b. Submit the original receipt. A copy of the Travel Advance check, payable to the conference, is an acceptable substitute for a receipt.

#### 17) Telephone/Fax.

- a. Enter the total cost of communication expenses, such as telephone and fax, that were incurred for business purposes. The cost of personal telephone calls is not reimbursable and should not be claimed for reimbursement.
- b. Submit the following information, either on a separately itemized statement or within the Explanation section of this form: date, time, names and telephone numbers of persons called and the purpose of each call.

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18) Taxi/Shuttle.

- a. Enter the cost, including tips at a maximum rate of twenty percent (20%), of taxi or shuttle fees, that were incurred for business purposes.
- b. If the cost of a one-way fare exceeds \$15, submit receipts and explain the business purpose of the expense in the explanation section.

19) Automobile Rental.

- a. Enter the cost of the automobile rental. The amount of collision damage and accidental injury insurance up to the amount of the standard plan offered by the rental agency is reimbursable and should be included in the cost if purchased.
- b. Submit the rental agreement and invoice that details the amount paid, dates of use and mileage.

20) Other Expense.

- a. In the Explanation section, itemize all parking and toll costs. If gasoline, oil or emergency repairs are incurred in conjunction with the use of a County-owned vehicle, itemize these costs also.
- b. Enter the total in the Amount column.
- c. Submit paid original receipts.

21) Total Expense. Enter the total of all figures in the Amount column.

22) Less Advance. Enter all advances received from the County Treasurer as per Section 5.09, Travel Advances, of the Administrative Manual. If an advance was not obtained, enter \$0. Enter the Travel Advance reference number if different than the number referenced above.

23) Amount Due Employee If Expense Exceeds Advance. Subtract the Advance from the Total Expense. If the resulting number is positive, enter the amount and a travel reimbursement check will be issued.

24) Amount Due Treasurer If Advance Exceeds Check. Subtract the Advance from the Total Expense. If the resulting number is negative, enter the amount. This amount should be returned to the County Treasurer. Attach a check to the expense report when submitted to reimburse the County.

25) Account Coding For Charges. Charge the expenditures to the most appropriate account code. One-day trip meals incurred in conjunction with other travel expenditures should be separately recorded under Account Code 5324.

26) Total Expense. Enter the total of all amounts in the Dollar Amount column. This amount should equal the Total Expense under No. 21 above.

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### SECTION TITLE

Travel Preparation  
Guidelines and  
Expense Reporting

### SECTION NO.

5.11

- 27) Employee Certification, Signature and Date. Sign and date the form in the spaces provided. By signing this Travel Expense Form, the employee is certifying the following:

"I hereby certify that the above expenses were incurred on County business and are correctly stated. I further certify that if I am being reimbursed for the use of my private automobile, I carry minimum liability insurance coverage of \$100,000/\$300,000/\$50,000 or a combined single limit of bodily injury and property damage of \$250,000 in any one accident, and said insurance is in force and that at the time of the trip I had a valid vehicle driver's license."

- 28) Approved By (Signature of Authorized County Administrator) and Date. The authorized County Administrator should sign and date this Travel Expense Report. This individual must have an authorized signature card (Form 6854) on file in the Department of Administrative Services, Fiscal Affairs Division, Accounts Payable Section that provides authority to approve travel expenditures. In addition, the individual approving this Travel Expense Report is responsible for ensuring that the reimbursement requested is accurate and appropriate and that the employee followed all County travel policies and procedures.

- (c) Distribution. The Travel Expense Report should be distributed as follows:

- 1) Original to Accounts Payable, Courthouse, Room 301
- 2) One copy for department's file
- 3) One copy for employee

If one-day trip meal reimbursements are included on the Travel Expense Report, Accounts Payable will forward a copy of this form to Central Payroll for entry into the payroll system.

## 9. TRAVEL REIMBURSEMENT GUIDELINES.

Appendix C presents a one-page quick reference for Milwaukee County travelers. Additional copies of these guidelines can be obtained from Accounts Payable, Courthouse, Room 301.