



Common Council Chambers – City Hall Room 100  
7325 W Forest Home Ave, Greenfield, Wisconsin

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## COMMON COUNCIL MEETING AGENDA

Tuesday, March 3, 2020 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the February 19, 2020 Common Council minutes
- E. Mayor's Report
  - 1. Special thank you to our sponsors for the City of Greenfield becoming a Monarch City USA, Bee City USA and Bird City Wisconsin.
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary
- I. Old Business
  - 1. Appointments to various committees and commissions:
    - a. Mayor appointments, confirmed by Council:
      - i. One member to the Board of Review for a term to expire 5/1/21 (formerly Gregory Krog)
      - ii. One alternate member to the Board of Review for a term to expire 5/1/24 (newly created position)
      - iii. One member to the Zoning Board of Appeals for a term to expire 5/1/20 (formerly Donald Kopp)
      - iv. One member to the Tree Commission for a term to expire 5/1/21 (formerly Michael Wendt)
    - b. Mayor appointments:
      - i. One alternate member to the Zoning Board of Appeals for a term to expire 5/1/21 (formerly Denise Kunz)
- J. New Business

1. Applications for an operator license received from the following:  
 Brantner, David L.-6043 111th Ave.  
 Hart, Nicole, M.-4356 S. 60th St.  
 Lipovsek, Emily M.-1303 N. Cass St.  
 Luchetta, Jodi S.-7240 S. 37th Pl.  
 Martinez-Sanchez, Adriana-1307 S. 18th St.  
 Nellen, Betty J.-2545 N. Maryland Ave.  
 Nolinski, Brock A.-5541 W. Morgan Ave.  
 Patel, Hardik K.-4911 W. Loomis Rd.  
 Patel, Shushilaben P.-4835 S. Katelyn Cir.  
 Schwab, Dana S.-3348 W. Birchwood Ave.  
 Sanchez, Fernando M.-1931 S. 26th St.  
 Watson, Darnell - 3037 S. 93rd St.
2. Application for a Temporary Class "B" Retailer's License received from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages at Daytona Beach Party event to be held indoors on March 7, 2020 from 9:00 a.m. to 4:00 p.m. at 6221 W. Layton Ave. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)(12).*
3. Application for a Temporary Class "B" Retailer's License received from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages at Shamrock the House event to be held indoors on March 14, 2020 from noon to 6:00 p.m. at 6221 W. Layton Ave. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)(12).*
4. Application for a Temporary Class "B" Retailer's License received from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages at Veterans Chamber Muster event to be held indoors on March 26, 2020 from 4:00 a.m. to 8:00 p.m. at 6221 W. Layton Ave. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)(12).*
5. Application for a Temporary Class "B" Retailer's License received from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages at Spring Thaw event to be held indoors on April 4, 2020 from 9:00 a.m. to 4:00 p.m. at 6221 W. Layton Ave. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)(12).*
6. Application for a Temporary Class "B" Retailer's License received from Harley Owners Group-Milwaukee Chapter to sell fermented malt beverages at Midwest H.O.G. Appreciation Day event to be held indoors on April 18, 2020 from 9:00 a.m. to 4:00 p.m. at 6221 W. Layton Ave. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)(12).*
7. Approve a change of agent from Nathan Tiedke to Branka Strnad, 3121 W. Pierce St., Milwaukee, WI for the Class "A" beer license held by Walgreen Co., 4688 S. 108th St. (Walgreens #04827).
8. Discussion and decision to award a contract for the project 1909 St. Francis Neighborhood Reconstruction Phase 1 to Zignego Construction in the amount of \$ 2,612,072.60 (Neighborhood Services)

9. Discussion and decision to award a contract for the project 2003 116th Street Howard Avenue to Morgan Avenue to Stark Pavement in the amount of \$ 261,485.20 (Neighborhood Services)
  10. Discussion and decision to award a contract for the project 1904 Concrete Rehabilitation to Zignego Construction in the amount of \$ 673,627.83 (Neighborhood Services)
  11. Discussion and decision to award a contract for the project 2004 Grange Avenue Sidewalk to Milwaukee General Construction in the amount of \$ 93,774.50 (Neighborhood Services)
  12. Discussion and decision to award a contract for the project 1910 Greenfield High School to Konkell Park Path to All-Ways Contractors in the amount of \$ 435,781.35 (Neighborhood Services)
  13. Approve Greenfield Health Department WISHIN Data Sharing Participation Agreement (F&HR-2/26/2020-Saryan)
  14. Approve services Agreement between Health Care Education and Training, Inc., and the Greenfield Health Department. (F&HR-2/26/2020-Saryan)
  15. Approve Healthcare Emergency Readiness Coalition (HERC), Inc., Region Seven, Intergovernmental Mutual Aid Agreement (F&HR-2/26/2020-Saryan)
  16. Approve 2020 Wisconsin Parks and Recreation Association Theme Park Ticket Agreement (F&HR-2/26/2020-Saryan)
  17. Approve agreement SESAC (Society of European Stage Authors & Composers) for the authorized use of musical compositions on City Premises (F&HR-2/26/2020-Saryan)
  18. Approve schedule of disbursements in the amount of \$610,559.29 (F&HR-2/26/2020-Saryan)
  19. Approve mileage reimbursements in the amount of \$172.62 (F&HR-2/26/2020-Saryan)
  20. Investments and reinvestments (F&HR-2/26/2020-Saryan)
- K. Items for future agenda
- L. Adjourn

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Department of Human Resources at 329-5208, (FAX) 543-6158, TDD 1-800-947-6644 (Wisconsin Telecommunications Relay System), or by writing to the Director of Human Resources/ADA Coordinator at Greenfield City Hall, 7325 West Forest Home Avenue, Room 101, Greenfield, WI 53220. Greenfield City Hall is wheelchair accessible from the west and south entrances.

We would like to thank our sponsors for their support in the City of Greenfield becoming a Monarch City USA, Bee City USA, and Bird City Wisconsin:

- Bluemel's Garden & Landscape Center – Sponsored City of Greenfield's application fees for Monarch City USA
- Partners of Greenfield Parks & Recreations – Sponsored City of Greenfield's application fees for Bee City USA
- Wild Bird's Unlimited – Sponsored City of Greenfield's application fees for Bird City Wisconsin
- Whitnall Park Rotary Club – Donated \$300 to the Pollinator Protection Committee & City of Greenfield for the Monarch City USA signs

This program would not be possible without the support of our sponsors. Thank you.

Mayor Neitzke



## Common Council Meeting

Introduced By: Department of Neighborhood Services

Date Introduced: March 3, 2020

### **RELATING TO:**

Discussion and decision to award a contract for the project 1909 St. Francis Neighborhood Reconstruction Phase 1 to Zignego Construction in the amount of \$ 2,612,072.60.

### **SUMMARY:**

On February 5, 2020, bids were opened for the project 1909 St. Francis Neighborhood Reconstruction Phase 1. The results are as follows:

| <b>Contractor</b>    | <b>Amount</b>   |
|----------------------|-----------------|
| -----                | -----           |
| Zignego Construction | \$ 2,612,072.60 |
| C.W. Purpero         | \$ 2,803,602.00 |
| LaLonde Contractors  | \$ 2,846,864.91 |
| Vinton Construction  | \$ 2,858,011.80 |
| Willkomm Excavating  | \$ 3,383,808.85 |

### **FINANCIAL:**

This project was approved in the budget and is fully funded.

### **RECOMMENDATION:**

**ATTACHMENTS:** KEY ISSUES \_\_\_\_ BACKGROUND \_\_\_\_ RESOLUTION \_\_\_\_ FISCAL NOTE \_\_\_\_  
MOTION \_\_\_\_ OTHER \_\_\_\_



## Common Council Meeting

Introduced By: Department of Neighborhood Services

Date Introduced: March 3, 2020

### **RELATING TO:**

Discussion and decision to award a contract for the project 2003 116th Street Howard Avenue to Morgan Avenue to Stark Pavement in the amount of \$ 261,485.20.

### **SUMMARY:**

On February 26, 2020, bids were opened for the project 2003 116th Street Howard Avenue to Morgan Avenue. The results are as follows:

| <b>Contractor</b> | <b>Amount</b> |
|-------------------|---------------|
| -----             |               |
| Stark Pavement    | \$ 261,485.20 |
| Wolf Paving       | \$ 270,585.60 |
| Payne & Dolan     | \$ 281,288.35 |

### **FINANCIAL:**

This project was approved in the budget and is fully funded.

### **RECOMMENDATION:**

**ATTACHMENTS:** KEY ISSUES \_\_\_\_ BACKGROUND \_\_\_\_ RESOLUTION \_\_\_\_ FISCAL NOTE \_\_\_\_  
MOTION \_\_\_\_ OTHER \_\_\_\_



## Common Council Meeting

Introduced By: Department of Neighborhood Services

Date Introduced: March 3, 2020

### **RELATING TO:**

Discussion and decision to award a contract for the project 1904 Concrete Rehabilitation to Zignego Construction in the amount of \$ 673,627.83.

### **SUMMARY:**

On January 29, 2020, bids were opened for the project 1904 Concrete Rehabilitation. The project includes a traffic signal at 84th & Cold Spring. The results are as follows:

| <b>Contractor</b>              | <b>Amount</b> |
|--------------------------------|---------------|
| -----                          | -----         |
| Zignego Construction           | \$ 673,627.83 |
| LaLonde Contractors            | \$ 718,194.64 |
| Milwaukee General Construction | \$ 705,383.37 |
| Zenith Tech                    | \$ 773,211.95 |

### **FINANCIAL:**

This project was approved in the budget and is fully funded.

### **RECOMMENDATION:**

**ATTACHMENTS:** KEY ISSUES \_\_\_\_ BACKGROUND \_\_\_\_ RESOLUTION \_\_\_\_ FISCAL NOTE \_\_\_\_  
MOTION \_\_\_\_ OTHER \_\_\_\_



## Common Council Meeting

Introduced By: Department of Neighborhood Services

Date Introduced: March 3, 2020

### **RELATING TO:**

Discussion and decision to award a contract for the project 2004 Grange Avenue Sidewalk to Milwaukee General Construction in the amount of \$ 93,774.50.

### **SUMMARY:**

On February 12, 2020, bids were opened for the project 2004 Grange Avenue Sidewalk. The results are as follows:

| <b>Contractor</b>              | <b>Amount</b> |
|--------------------------------|---------------|
| -----                          | -----         |
| Milwaukee General Construction | \$ 93,774.50  |
| LaLonde Contractors            | \$ 97,988.52  |
| Forward Contractors            | \$ 104,341.00 |
| D.C Burbach                    | \$ 105,049.37 |

### **FINANCIAL:**

This project was approved in the budget and is fully funded.

### **RECOMMENDATION:**

**ATTACHMENTS:** KEY ISSUES \_\_\_\_ BACKGROUND \_\_\_\_ RESOLUTION \_\_\_\_ FISCAL NOTE \_\_\_\_  
MOTION \_\_\_\_ OTHER \_\_\_\_



## Common Council Meeting

Introduced By: Department of Neighborhood Services

Date Introduced: March 3, 2020

### **RELATING TO:**

Discussion and decision to award a contract for the project 1910 Greenfield High School to Konkell Park Path to All-Ways Contractors in the amount of \$ 435,781.35.

### **SUMMARY:**

On February 26, 2020, bids were opened for the project 1910 Greenfield High School to Konkell Park Path. The results are as follows:

| <b>Contractor</b>    | <b>Amount</b> |
|----------------------|---------------|
| -----                | -----         |
| All-Ways Contractors | \$ 435,781.35 |
| Workman Enterprises  | \$ 440,524.22 |
| Payne & Dolan        | \$ 445,354.45 |
| Poblocki Paving      | \$ 467,413.00 |

### **FINANCIAL:**

This project was approved in the budget and is fully funded.

### **RECOMMENDATION:**

**ATTACHMENTS:** KEY ISSUES \_\_\_\_ BACKGROUND \_\_\_\_ RESOLUTION \_\_\_\_ FISCAL NOTE \_\_\_\_  
MOTION \_\_\_\_ OTHER \_\_\_\_



Committee: Finance and Human Resources

Item Number:

Introduced By: Darren Rausch, Health Officer/Director

Date Introduced: February 26, 2020

**RELATING TO:** Discussion and decision related to Greenfield Health Department WISHIN Data Sharing Participation Agreement

**SUMMARY:**

This Agreement outlines the provision of data sharing and the use of data obtained from the system by the Greenfield Health Department. The department believes that access to this data will streamline communicable disease follow-up, facilitate case management of Greenfield residents, and provide access to population health data that will facilitate the future community health assessment process (to begin in 2021).

The Health Officer/Director has reached an agreement with WISHIN for a 90 day trial of the system for exploration of the use and practicality for local health departments. The Cudahy Health Department is currently undergoing a similar review of the WISHIN system as well. Should the system provide functionality, the Health Officer/Director will continue negotiations with the WISHIN Executive Director for payment in accordance with WISHIN policies. It is fully understood that the Health Officer will return to Finance with any new agreement and payment information should the department continue to desire access to the WISHIN system.

This Agreement is available for review in the Health Department. A copy was shared via email with City Attorney Sajdak via email on February 12, 2020.

**Recommendation: Approve Agreement.**

**ATTACHMENTS:** KEY ISSUES \_\_\_ BACKGROUND \_\_\_ RESOLUTION \_\_\_ FISCAL NOTE \_\_\_

MOTION \_\_\_ OTHER ☒ Agreement



Committee: Finance and Human Resources

Item Number:

Introduced By: Darren Rausch, Health Officer/Director

Date Introduced: February 26, 2020

**RELATING TO:** Services Agreement between Health Care Education and Training, Inc., and the Greenfield Health Department.

**SUMMARY:**

This services agreement continues in 2020, after first receiving approval from Common Council in April 2019.

We aim to continue collaboration with three other suburban Milwaukee County Health Departments (West Allis, South Milwaukee, and Oak Creek), and also have partnered with Health Care Education and Training, Inc., (HCET) to write a grant related to the provision of sexually transmitted infection testing/treatment and family planning services. This grant was funded by the Advancing a Healthier Wisconsin Endowment of the Medical College of Wisconsin beginning in 2019 and continuing through 2020.

HCET is the recipient of the grant funds and will assist local health departments in the development of policies, procedures, practices, and protocols that integrate family planning services, sexually transmitted infection clinics, and pregnancy testing with the programs/services already offered within the department. HCET is an expert in family planning and STI clinics, operating in both Wisconsin and Indiana.

This initial Services Agreement covers February through December 2019; a follow-up Agreement is anticipated for 2020. This Agreement will reimburse the Department up to \$25,000 based on submission of invoices for actual expenditures encumbered including planning, attending meetings, supplies, and more.

The Greenfield Board of Health endorsed pursuing this grant funding at their September 2018 meeting, and has continued their support in follow-up discussions in January and March 2019. The Department's Medical Advisor, Dr. Katrice Brooks, has met with departmental staff and HCET staff and agrees with the scope and direction of this grant initiative.

This Agreement is available for review in the Health Department. A copy was shared via email with City Attorney Sajdak via email on February 12, 2020.

**ATTACHMENTS:** KEY ISSUES \_\_\_ BACKGROUND \_\_\_ RESOLUTION \_\_\_ FISCAL NOTE \_\_\_

MOTION \_\_\_ OTHER ☒ Agreement



Committee: Finance and Human Resources

Item Number:

Introduced By: Darren Rausch, Health Officer/Director

Date Introduced: February 26, 2020

**RELATING TO:** DISCUSSION AND DECISION RELATED TO HEALTHCARE EMERGENCY READINESS COALITION (HERC), INC., REGION SEVEN, INTERGOVERNMENTAL MUTUAL AID AGREEMENT

**SUMMARY:**

This Mutual Aid Agreement (MAA) was originally ratified by all local public health agencies within Milwaukee County as well as the Waukesha County Public Health Division in 2003. The MAA outlined the provisions for the facilitation of emergency communications and the sharing of resources in the event of a disaster, emergency, or public health need.

The current iteration of this Agreement expands the 2003 version to include mention of DATCP food and recreational licensing program services and expands the geographic footprint to include all of HERC Region 7, the nine country region in southeastern Wisconsin and includes 19 local (either municipal, regional, or county) health departments. The inclusion of the DATCP program services was based on recent program audits by DATCP that sought redundancy and back-up within Agent health departments. The expansion of the geographic footprint matches current regional planning efforts that align with hospital and healthcare emergency preparedness, while also reflecting the reach of regional emergencies.

This Agreement is important for the continuity of public health operations in the face of an emergency through the availability of resources (personnel and supplies) necessary to control and mitigate a situation where one health department is overwhelmed. This Agreement has, within Milwaukee County, allowed for considerable resource sharing from time to time as situations have occurred (including the 2019 FMLA leaves for one-third of the health department staff and other smaller-scale emergencies).

This Agreement is available for review in the Health Department. A copy was shared via email with City Attorney Sajdak via email on January 30, 2020.

**Recommendation: Approve Agreement.**

**ATTACHMENTS:** KEY ISSUES \_\_\_ BACKGROUND \_\_\_ RESOLUTION \_\_\_ FISCAL NOTE \_\_\_

MOTION \_\_\_ OTHER ☒ Agreement



Committee: Common Council

Item Number:

Introduced By: Scott Jaquish, Director Parks and Recreation

Date Introduced: 2/26/20

**RELATING TO:**

Approval of 2020 Wisconsin Parks and Recreation Association Theme Park Ticket Agreement.

**SUMMARY:**

The Parks and Recreation department has participated in this State Wide reduced price ticket program since 1990. The department sold approximately 300 tickets in 2019 retaining .75 per ticket sold. The proceeds have been utilized to assist in offsetting our financial assistance program in addition to being an excellent service to make available to the community.

**Recommendation:**

I urge the Common Council to support this agreement allowing the Parks and Recreation Department to proceed with the 2020 WPRA ticket program.

This agreement, pending City Attorney review, was reviewed and unanimously approved at the Parks and Recreation Board meeting on February 20, 2020.

Thank you,  
Scott Jaquish, Director  
City of Greenfield Department of Parks and Recreation

**ATTACHMENTS:** KEY ISSUES \_\_\_ BACKGROUND \_\_\_ RESOLUTION \_\_\_ FISCAL NOTE \_\_\_  
MOTION \_\_\_ OTHER x \_\_\_



## 2020 TICKET PROGRAM PARTICIPATING MEMBER – AGREEMENT

*Only current members of the organization participate in selling of the discounted attraction tickets as part of the Wisconsin Parks & Recreation Association (WPRA) ticket program, and they must comply with the terms of this agreement.*

*It is acknowledged that the primary purpose of participation in the ticket program is to attract the general public in order to promote a better understanding of the value and benefits of adequate parks and recreational services.*

The \_\_\_\_\_ (enter participating member department/agency name)  
does hereby agree to the following term to participating in the ticket program:

1. Identify a primary representative that will administer the ticket program.
2. Return completed Participating Member Agreement to WPRA by **March 2, 2020**.
3. Submit initial ticket order (online) to WPRA by **March 30, 2020**.
4. Sell tickets only at the WPRA stated selling price, which will be determined between the WPRA and attractions. In 2018, participating members retain \$0.75 for each ticket sold.
5. Report number of sold tickets to WPRA no later than **September 11<sup>th</sup>, 2020**. (WPRA will provide you with a *Ticket Program Payment Form* containing your amount due.)

NOTE: The amount you retain as a participating member for tickets sold will be withheld by you prior to submitting payment to WPRA, as will be reflected on the *Ticket Program Payment Form*.

6. Return all unsold tickets plus full payment for tickets sold as detailed on the *WPRA Ticket Program Payment Form* by **September 18, 2020**.

***We acknowledge that a \$50 late fee will be applied if unsold tickets and full payment of tickets sold are not received by WPRA by the September 18, 2020 deadline, and may result in elimination of future consignment privileges.***

7. Payment will be submitted by department check, or money order only (not cash or individual personal checks).
8. We will order tickets on-line through WPRA and not contact the attractions directly or participate in any other specials.
9. Procedures and appropriate training for the collection of monies and safe storage of tickets and payments are our responsibility. Policies regarding refunds, hours of sales, and the expenditure of our earned retainings are also our responsibility.
10. We agree not to place any paid advertising for the ticket program in any publication nor to solicit more than local media coverage regarding our sales.
11. The WPRA shall not be held liable for the safety, operation, or condition of the premises, programs or facilities of any of the attractions participating in the ticket program. Any liability is the responsibility of the attraction itself.
12. We agree not to sell discount tickets at or around any of the attraction sites.

### Agreed to by:

WPRA Member Department/Agency: \_\_\_\_\_

Name (printed) of Primary Representative: \_\_\_\_\_

Primary Representative Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## 2020 TICKET PROGRAM PARTICIPATING MEMBER – AGREEMENT

*Only current members of the organization participate in selling of the discounted attraction tickets as part of the Wisconsin Parks & Recreation Association (WPRA) ticket program, and they must comply with the terms of this agreement.*

*It is acknowledged that the primary purpose of participation in the ticket program is to attract the general public in order to promote a better understanding of the value and benefits of adequate parks and recreational services.*

The \_\_\_\_\_ (enter participating member department/agency name)  
does hereby agree to the following term to participating in the ticket program:

1. Identify a primary representative that will administer the ticket program.
2. Return completed Participating Member Agreement to WPRA by **March 2, 2020**.
3. Submit initial ticket order (online) to WPRA by **March 30, 2020**.
4. Sell tickets only at the WPRA stated selling price, which will be determined between the WPRA and attractions. In 2018, participating members retain \$0.75 for each ticket sold.
5. Report number of sold tickets to WPRA no later than **September 11<sup>th</sup>, 2020**. (WPRA will provide you with a *Ticket Program Payment Form* containing your amount due.)

NOTE: The amount you retain as a participating member for tickets sold will be withheld by you prior to submitting payment to WPRA, as will be reflected on the *Ticket Program Payment Form*.

6. Return all unsold tickets plus full payment for tickets sold as detailed on the *WPRA Ticket Program Payment Form* by **September 18, 2020**.

***We acknowledge that a \$50 late fee will be applied if unsold tickets and full payment of tickets sold are not received by WPRA by the September 18, 2020 deadline, and may result in elimination of future consignment privileges.***

7. Payment will be submitted by department check, or money order only (not cash or individual personal checks).
8. We will order tickets on-line through WPRA and not contact the attractions directly or participate in any other specials.
9. Procedures and appropriate training for the collection of monies and safe storage of tickets and payments are our responsibility. Policies regarding refunds, hours of sales, and the expenditure of our earned retainings are also our responsibility.
10. We agree not to place any paid advertising for the ticket program in any publication nor to solicit more than local media coverage regarding our sales.
11. The WPRA shall not be held liable for the safety, operation, or condition of the premises, programs or facilities of any of the attractions participating in the ticket program. Any liability is the responsibility of the attraction itself.
12. We agree not to sell discount tickets at or around any of the attraction sites.

### Agreed to by:

WPRA Member Department/Agency: \_\_\_\_\_

Name (printed) of Primary Representative: \_\_\_\_\_

Primary Representative Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## 2020 TICKET PROGRAM

### PARTICIPATING MEMBER – ADDITIONAL INFORMATION

*As a supplement to the Participating Member Agreement, more detail and helpful tips have been compiled below as a helpful guide to WPRA members. If you have any questions, please reach out to the WPRA office.*

All tickets from all attractions are available on "consignment." You place your order online with the WPRA office and the tickets are shipped directly to you by the attraction.

#### OVERALL SCHEDULE

|               |                                                                                                                                                                                              |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| March 2       | Participating Member Agreement Due to WPRA Office                                                                                                                                            |
| March 30      | Online order placed for tickets                                                                                                                                                              |
| May 1         | Tickets sent to you by attractions                                                                                                                                                           |
| May-Labor Day | Sell tickets                                                                                                                                                                                 |
| July 29       | <b>EXCEPTION!</b> – Six Flags WPRA Week Tickets ( <i>see special schedule below</i> )                                                                                                        |
| Labor Day     | Calculate tickets sold and report online to WPRA                                                                                                                                             |
| Within 3 days | WPRA will send you a <i>Ticket Program Payment Form</i>                                                                                                                                      |
| Sept 18       | Send payment and unsold tickets back to WPRA<br><i>Remember – payment is to be submitted by department check or money order only (not cash, credit cards or individual personal checks).</i> |

#### ***Six Flags WPRA week is handled separate from the overall ticket program!***

|               |                                                                                                    |
|---------------|----------------------------------------------------------------------------------------------------|
| July 29       | Calculate <u>Six Flags WPRA week tickets</u> sold and report online                                |
| Within 3 days | WPRA will send you a <i>Ticket Program Payment Form</i><br>for <u>only the Six Flags WPRA week</u> |
| August 15     | Send payment and unsold <u>Six Flags WPRA Week</u> tickets back to WPRA                            |

#### PRICING

- All attractions have included applicable sales tax in their prices and are responsible for payments to the state.
- Per the WPRA agreement with each attraction, you must sell the tickets at the WPRA stated selling price.
- Each participating department retains \$0.75 per ticket sold.

*\*By paying to WPRA the price noted on your Ticket Program Payment Form, you automatically retain the applicable amount.*



## 2020 TICKET PROGRAM

### PARTICIPATING MEMBER – ADDITIONAL INFORMATION

#### ORDERING

**ALL ORDERS MUST BE PLACED ONLINE THROUGH THE WPRA WEBSITE:**  
**[www.wpraweb.org](http://www.wpraweb.org)**

- The attractions will not accept direct orders for WPRA's discounts.
- A minimum order of 25 tickets per attraction is required for any order placed with the WPRA Office.  
*\*Exception: Six Flags Any-Day and WPRA Week Tickets have a minimum of 24*
- If you do not participate in the program or are temporarily out of tickets, please refer inquiries to a nearby participating department. The WPRA office cannot sell to the general public directly.
- Please check your shipments and verify amounts when they arrive. Contact the WPRA office immediately if there is a discrepancy or you will be responsible for any missing tickets.

#### PAYMENT

- Departments must end sales on Labor Day, but some opt to cut off sales earlier to allow themselves more time to balance and issue payment.
- All participants must report the number of tickets sold online through WPRA's website by September 11<sup>th</sup>, 2020.
- It is advised that you print a copy of the form prior to hitting submit for your records.
- You will receive your *Ticket Program Payment Form* within 2-3 business days. This form will be stating how much is owed along with the number of tickets that need to be returned.  
*\*By paying to WPRA the price noted on your Ticket Program Payment Form, you automatically retain the \$0.75 amount.*
- Return a copy of the *Ticket Program Payment Form* with your payment and unsold tickets.  
*\*Remember, acceptable forms of payment include: Department checks, money orders - no cash, credit cards or individual checks.*
- Please plan ahead for necessary approval to make your final payment to WPRA by the September 18th deadline.
- A \$50 late fee will be applied if unsold tickets and full payment are not received at the WPRA Office by this date.
- A late payment (*without advance notice, reasonable documentation, etc.*) may prevent a department from participating in future ticket programs.

#### RETURN OF UNSOLD TICKETS

- Participating agencies **MUST** return unsold tickets by **certified, registered mail, FedEx, UPS or in person to the WPRA office.**
- You **MUST** obtain verification that your parcel(s) did reach the WPRA Office. Retain this documentation should there should be a problem with the delivery of your parcel(s).
- **Rubber band any unsold tickets** from each attraction and attach a **note with the number returning** and **department/agency name**. Parcels that have loose tickets and are not posted with a number and department/agency will be returned to the participating member for completion.



## 2020 TICKET PROGRAM

### PARTICIPATING MEMBER – ADDITIONAL INFORMATION

#### PUBLICITY

- Attractions have agreed to send a limited number of brochures with each order shipment. Extra brochures may be ordered by calling the attraction directly.
- Departments are asked to avoid paid advertising in publicizing the program - other options such as inclusion in your brochure, posters, local press releases, etc., are encouraged. Please be especially cautious of attracting news exposure on a county, regional, or state basis, as not all departments sell tickets and many others do not prefer to greatly expand sales levels due to staff time.

#### CHOICES

- Each department/agency is reminded that you have many options in helping the ticket program run the most efficiently for your community such as:
  - Selling hours - it is your choice if you wish to sell during all office hours or restrict hours or days.
  - Returned checks - you have the option of accepting cash only if you feel returned checks could be a problem.
  - Refunds - For 2020, all of the attractions will have clearly printed on each ticket, "Non-Refundable".
  - Staff training - you can set your own procedures and are encouraged to provide appropriate staff training to reduce potential errors.
  - Retainings - the amount you retain for your department sales may be used to fund WPRA memberships, Conference and workshop registrations, or a variety of departmental projects to help better your department.

#### LIABILITY

- WPRA has included, in an agreement with each attraction, an indemnification clause releasing WPRA and participating departments from civil liability relating to the ticket program.
- Each department is encouraged to review their insurance coverage regarding loss or theft of tickets and to implement an internal checks and balances system as a preventive action.
- Each department is responsible for establishing their own refund policy. The WPRA Office should not be called regarding your department sales, as you are the point of sales distribution.

**Thank you for participating in the WPRA Ticket Program!**

If you have any questions, please contact the WPRA Office.

Wisconsin Park and Recreation Association  
6737 W Washington St., Suite 4210  
Milwaukee, WI 53214  
Phone: (414) 423-1210  
FAX: (414) 423-1296  
[office@wpraweb.org](mailto:office@wpraweb.org)  
[www.wpraweb.org](http://www.wpraweb.org)

WPRA • 6737 W Washington St • Ste 4210 • Milwaukee, WI 53214 • 414-423-1210 • [www.wpraweb.org](http://www.wpraweb.org)

**2020 WPRA TICKET PROGRAM** • PARTICIPATING MEMBER ADDITIONAL INFORMATION

## Attraction Information and Prices

### 2020 Summer WPRA Ticket Program Attraction Info

**\*\*Note: Tickets are NOT available at the WPRA office. Please visit our member locations for tickets.**

The following is pricing, specific policies and info for each program attraction. The "gate" price includes tax. The "sell at" price refers to the price you will charge when selling the tickets.

***Please note: Your department keeps \$0.75 per ticket sold.***

#### Chula Vista Resort



Over 200,000 square feet of waterparks, kiddie pools, wave pool, lazy river, activity pools, extreme waterslides plus more!

Season: Indoor water park open daily year-round; Outdoor water park open Memorial Day - Labor Day

Adult Ticket Gate Price: \$34.95, WPRA Sells At: \$17.50, Customer Saves: \$17.45

Child Ticket Gate Price: N/A

Child Age for Tickets: 0-3

Any Tickets that are FREE: Age 3 and under

Chaperone Policy: 1 Adult per 20 Children

#### Jet Boat Adventures

Take a 50- minute thrill ride on our super-fast, super-wet Jet Boats. Our 1200-hp jet boats will propel you through the Upper or Lower Dells!

Season: May 15, 2020 - October 15, 2020

Adult Ticket Gate Price: \$32.01, WPRA Sells At: \$27.50, Customer Saves: \$4.51

Child Ticket Gate Price: \$16.01, WPRA Sells At: \$15.50, Customer Saves: \$0.51

Child Age for Tickets: 4-11 years

Any Tickets that are FREE: None, 3 and under are not allowed

#### Milwaukee County Zoo



As one of the country's finest zoological attractions, the Milwaukee County Zoo will educate, entertain, and inspire you.

Season: Open year-round. Tickets expire on 12/31/2020.

Adult Ticket Gate Price: \$16.75, WPRA Sells At: \$12.25, Customer Saves: \$4.50

Child Ticket Gate Price: \$13.75, WPRA Sells At: \$10.25, Customer Saves: \$3.50

Child Age for Tickets: Ages 3 – 12

Any Tickets that are FREE: Age 2 and under

### **Mt. Olympus Theme & Water Park**



The ultimate Dells adventure offering indoor & outdoor water parks and theme parks. 7 go-kart tracks, 44 water slides, 3 lazy rivers, several amusement rides, and much more!

Season: May 23, 2020 - September 7, 2020

Ticket Gate Price: Pay \$20 for parking ticket at your WPRA ticket location and everyone in your car gets free admission to the water & theme park for free. Cars, regular sized mini vans, and small SUV's only. Just give your parking ticket you bought from WPRA to our parking attendant to receive your Mt. Olympus wristbands.

Any Tickets that are FREE: 2 and under free

### **Noah's Ark Waterpark**



Enjoy over 85 acres of excitement for the whole family at America's Largest Waterpark! Enjoy fun in the sun with more world-class thrills like RAJA Scorpions Tail, Black Anaconda, 2 lazy rivers, 2 wave pools, kids play areas, amazing food options and a summer full of special events. Learn more at [www.noahsarkwaterpark.com](http://www.noahsarkwaterpark.com)

Season: May 23, 2020 - September 7, 2020

Adult Ticket Gate Price: \$39.99, WPRA Sells At: \$29.00, Customer Saves: \$10.99

Child Ticket Gate Price: \$29.99, WPRA Sells At: \$29.00, Customer Saves: \$0.99

Child Age for Tickets: Under 48" tall

Any Tickets that are FREE: Children under 36"

### **Pirate's Cove Adventure Golf**



Argh Mateys! Your treasure is at Pirate's Cove Adventure Golf in Wisconsin Dells, mini-golf at its finest. 5 different courses - 91 holes. Clean putting greens and beautiful landscaping.

Season: Open Mid-March Through Late October, Weather Permitting

Ticket Gate Price: \$9.00, WPRA Sells At: \$6.00, Customer Saves: \$3.00

Child Age for Tickets: N/A

Any Tickets that are FREE: Age 4 and under are free

Chaperone Policy: Only paid players are allowed on the course

### **Six Flags Great America – Any-Day**



Daily ticket valid any one day during 2020 park operating season. Not valid for private events.

Season: April 25, 2020 - December 31, 2020

Ticket Gate Price: \$83.19, WPRA Sells At: \$55.25, Customer Saves: \$27.94

Child Age for Tickets: N/A

Any Tickets that are FREE: Children 3 and under are FREE

Chaperone Policy: N/A

### **Six Flags Great America - WPRA Week** \*

WPRA Week Tickets; Valid June 27, 2020 - July 5, 2020 at Six Flags Great America only. Hurricane Harbor not included.

Ticket Gate Price: \$83.19, WPRA Sells At: \$41.00, Customer Saves: \$42.19

Child Age for Tickets: N/A

Any Tickets that are FREE: Children 3 and under are FREE

Chaperone Policy: N/A

### **Six Flags Great America - Season Pass** \*

Valid during the 2020 park operating season. Valid at Six Flags parks throughout the nation. Not valid for private events. Valid at Hurricane Harbor.

Season: Valid through December 31, 2020

Ticket Gate Price: \$95.67, WPRA Sells At: \$87.52, Customer Saves: \$8.15

Child Age for Tickets: N/A

Any Tickets that are FREE: Children 2 and under are FREE

Chaperone Policy: N/A

### **Upper Dells Boat Tour**

Beautiful 2-hour boat cruise on the upper portion of the Wisconsin River with exclusive shore landings at Stand Rock and Witches Gulch.

Season: March 31, 2020 - October 31, 2020

Adult Ticket Gate Price: \$32.01, WPRA Sells At: \$27.50, Customer Saves: \$4.51

Child Ticket Gate Price: \$16.01, WPRA Sells At: \$15.50, Customer Saves: \$0.51

Child Age for Tickets: 4-11 years

Any Tickets that are FREE: 3 years and under

Chaperone Policy: N/A

### **Wisconsin Ducks Tour**

One-hour land and water tour includes miles of scenic wilderness trails, rock formations and cliffs on the Wisconsin River.

Season: March 7, 2020 - November 8, 2020

Adult Ticket Gate Price: \$32.01, WPRA Sells At: \$27.50, Customer Saves: \$4.51

Child Ticket Gate Price: \$16.01, WPRA Sells At: \$15.50, Customer Saves: \$0.51

Child Age for Tickets: 4-11 years

Any Tickets that are FREE: 3 years and under free

Chaperone Policy: N/A



Committee: Finance & Human Resources Committee  
Common Council

Item Number:

Introduced By: Scott Jaquish, Director Parks and Recreation

Date Introduced: February 26, 2020

**RELATING TO:**

Discussion/decision regarding agreement SESAC (Society of European Stage Authors & Composers) for the authorized use of musical compositions on City Premises.

This agreement allows for the authorized use of copyrighted musical compositions on City Premises.

The attached document outlines the performance license for municipalities.

Fee structure is based upon population. Greenfield falls into the 25,501-50,000 range with a fee of \$919 annually.

SESAC is one of three major Performing Rights Organization (PRO's) with BMI and ASCAP being the other two. To date we have not been contacted by a representative from the other PRO's.

This agreement, pending City Attorney review, was reviewed and approved at the Parks and Recreation Board meeting on February 20, 2020.

Thank you,  
Scott Jaquish, Director  
City of Greenfield Department of Parks and Recreation

**ATTACHMENTS:** KEY ISSUES ☐ BACKGROUND ☐ RESOLUTION ☐ FISCAL NOTE ☐  
MOTION ☐ OTHER ☒

## SESAC MUSIC PERFORMANCE LICENSE FOR MUNICIPALITIES

This License Agreement, including any attached and referenced Schedules (the "Agreement"), is made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 35 Music Square East, Nashville, TN 37203, and

| LICENSEE Information |         |         |              |
|----------------------|---------|---------|--------------|
|                      |         |         | ("LICENSEE") |
| (Municipality Name)  |         |         |              |
|                      |         |         |              |
|                      |         |         |              |
|                      |         |         |              |
|                      |         |         |              |
|                      |         |         |              |
|                      |         |         |              |
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|                      |         |         |              |
|                      |         |         |              |
|                      |         |         |              |
| Billing Information  |         |         |              |
|                      |         |         |              |
| (Street Address)     | (City)  | (State) | (Zip)        |
| (Telephone #)        | (Fax #) | (Email) |              |

Those locations within the municipality for which the above supplied information applies (the "Municipality") which are owned, operated or leased by LICENSEE and used as governmental offices or which are otherwise under LICENSEE's sole control; and other locations within the Municipality while events under LICENSEE's sole control are occurring at such locations, are referred to herein as the "Premises."

SESAC and LICENSEE hereby mutually agree as follows:

### 1. GRANT OF RIGHTS

Effective as of \_\_\_\_\_ 1, 20\_\_\_\_ (the "Effective Date"), and subject to the terms and conditions of this Agreement, SESAC grants to LICENSEE the non-exclusive right and license to publicly perform non-dramatic renditions of all of the musical compositions for which SESAC is authorized to license the public performance right (the "Compositions") solely: (i) on the Premises and (ii) via a music-on-hold system operated by LICENSEE in connection with the Municipality.

## **2. LIMITATIONS OF RIGHTS**

- A. Except as specifically described in Paragraph 1, above, nothing contained herein shall be construed as permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or as permitting LICENSEE to grant any such right to others.
- B. The rights granted pursuant to Paragraph 1, above, shall exclude "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform, in whole or in part, dramatico-musical and dramatic works in a dramatic setting).
- C. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions: (i) which are part of a background music service originating from any location, including the Premises, which performances are authorized by SESAC pursuant to a separate license agreement, regardless of the means by which such performances are transmitted on or to the Premises, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- D. The authorization provided in this Agreement shall be limited to public performances made in the United States of America, its territories, possessions and the Commonwealth of Puerto Rico.
- E. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Sporting Events ("Sporting Events" are professional, semi-professional, major or minor league athletic competitions).
- F. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made as part of Concerts, other than those promoted solely by LICENSEE ("Concerts" are those performances by an entertainer or entertainment group where the primary focus is the performance of music).
- G. The rights granted pursuant to Paragraph 1, above, shall exclude performances of the Compositions made by and/or on the premises of colleges and/or universities.

## **3. LICENSE FEE**

- A. In consideration of the rights granted herein, LICENSEE shall pay to SESAC an annual license fee (each, a "License Fee") for each calendar year during the Term (each, a "License Fee Period") in accordance with Schedule "A," which is attached hereto and incorporated herein.
- B. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, upon notice to LICENSEE, to make changes to Schedule "A." In such event, LICENSEE shall have the right to terminate this Agreement as of the date such change(s) are to take effect, provided that LICENSEE gives notice to SESAC of such termination specifically referencing this Paragraph, not later than thirty (30) days after SESAC notifies LICENSEE of such change(s). For the avoidance of doubt, annual rate adjustments made pursuant to Paragraph 3.E below shall not be considered a change to Schedule "A."
- C. Notwithstanding anything to the contrary contained in this Agreement, SESAC shall have the right, but not the obligation, to verify through independent sources any information required to be reported by LICENSEE pursuant to Schedule "A," and SESAC may adjust the License Fee(s) as may be appropriate based on information obtained from such sources.
- D. In the event SESAC is determined by any taxing authority or court to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification to LICENSEE therefor, for any such tax derived from receipts received from LICENSEE.

E. Effective each January 1 following the Effective Date, the rates set forth in the Fee Schedule shall be increased by an amount equal to the percent increase in the Consumer Price Index – All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

#### **4. BREACH AND CURE; LATE PAYMENT CHARGE**

A. In the event LICENSEE is in default or breach of any provision of this Agreement, including failure to make any payment when due hereunder, and LICENSEE has not cured such default or breach within thirty (30) days following SESAC's notice to LICENSEE thereof, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies.

B. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. SESAC shall also have the right to impose a charge of \$35.00 for each dishonored check or other form of payment. In the event SESAC incurs any expenses in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to attorney's fees, LICENSEE shall be responsible for promptly paying such amounts to SESAC.

#### **5. INTENTIONALLY OMITTED**

#### **6. TERM OF LICENSE**

A. The term of this Agreement shall be for an initial period that commences on the Effective Date and continues for a period of twelve (12) calendar months (the "Initial Period"). Thereafter, this Agreement shall automatically continue in full force and effect for successive additional periods of twelve (12) calendar months (each, a "Renewal Period"). Either party may terminate this Agreement effective as of the last day of the Initial Period or as of the last day of any Renewal Period, upon advance notice to the other party specifically referencing this Paragraph at least thirty (30) days prior to the commencement of the upcoming Renewal Period. The Initial Period and any Renewal Period(s) shall be collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement: (i) at any time upon notice to LICENSEE in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days' notice to LICENSEE by reason of any law, rule, decree or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which results in substantial interference in SESAC's operation or a substantial increase in the cost of conducting its business.

#### **7. MISCELLANEOUS**

A. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to agreements made and to be wholly performed in New York. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the subject matter hereof. If any part of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

B. SESAC shall have the right, upon notice to LICENSEE, to withdraw from the scope of this Agreement the right to publicly perform any Composition (or collection of Compositions) as to which any action has been threatened, instituted or a claim made that SESAC does not have the right to license the performance rights in such Composition (or collection of Compositions).

C. This Agreement shall not be assignable by LICENSEE without SESAC's prior written permission. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's successors and assigns, but no assignment shall relieve SESAC or LICENSEE of its respective obligations under this Agreement. LICENSEE shall notify SESAC within thirty (30) days of any change of ownership or control of LICENSEE's operations.

D. This Agreement shall not be valid until executed by an authorized signatory of SESAC. This Agreement has been read and is understood by both parties and contains their entire understanding with regard to the subject matter hereof. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this Agreement.

E. All notices required or permitted herein shall be in writing and deemed given to the other party hereto when sent to an address for such party set forth in this Agreement or such other address as such party may designate by written notice.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of

\_\_\_\_\_  
(please insert today's date)

**LICENSEE**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

Title: \_\_\_\_\_

**SESAC**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

Title: \_\_\_\_\_

## **Schedule "A" to the SESAC Music Performance License for Municipalities**

### **1. FEE SCHEDULE/LICENSE FEE CALCULATION.**

The License Fee for each License Fee Period shall be calculated using the Fee Schedule (the current version of which is set forth below), and the most recently submitted License Fee Report.

#### **2020 Fee Schedule**

| <u>"Population"</u> | <u>License Fee for calendar year 2020</u>                 |
|---------------------|-----------------------------------------------------------|
| 25,000 or less      | \$ 460                                                    |
| 25,001 - 50,000     | \$ 919                                                    |
| 50,001 - 100,000    | \$ 1,496                                                  |
| 100,001 - 150,000   | \$ 2,179                                                  |
| 150,001 - 250,000   | \$ 2,980                                                  |
| 250,001 - 500,000   | \$ 3,896                                                  |
| 500,001 And over    | \$4,931 + \$460 for each additional<br>100,000 population |

### **2. LICENSE FEE PAYMENT.**

Upon the execution of this Agreement, LICENSEE shall pay the initial License Fee to SESAC which amount shall be prorated (if applicable) to reflect payment for the period from the Effective Date through the end of such License Fee Period. The License Fee for each License Fee Period thereafter shall be submitted to SESAC on or before the commencement of such License Fee Period.

### **3. REPORTING.**

A. Upon the execution of this Agreement, LICENSEE shall submit to SESAC a completed license fee report in the form attached hereto as Schedule "B" (each, a "License Fee Report"), which is incorporated herein. Said initial License Fee Report shall set forth the Population of the Municipality as of the Effective Date.

B. On or before each October 1 during the Term following the Effective Date, LICENSEE shall provide SESAC with an updated License Fee Report setting forth the Population of the Municipality as of the preceding September 1; provided, however, LICENSEE shall not be required to submit any License Fee Report which would contain the same Population as the most recently submitted License Fee Report.

C. All reports under this Agreement shall be submitted by LICENSEE, by electronic means if possible, in Excel or similar format if applicable, to [reporting@sesac.com](mailto:reporting@sesac.com), or by regular mail addressed to:

SESAC  
35 Music Square East  
Nashville, TN 37203

### **4. DEFINITIONS.**

"Population" means the total population of the municipality as of the most recent United States Census.

**5. CERTIFICATION.** LICENSEE hereby represents and warrants that all information which has been, or which will be, provided by LICENSEE pursuant to this Schedule "A" to be complete, true and accurate.

**Schedule “B” to the SESAC Music Performance License for Municipalities  
License Fee Report Form**

|    |                                     |  |
|----|-------------------------------------|--|
| A. | <b>Municipality Name</b>            |  |
| B. | <b>Municipality Population</b>      |  |
| C. | <b>Information Applicable as of</b> |  |

## **GENERAL DISCLOSURE STATEMENT**

This is notice that, in compliance with state music licensing statutes, SESAC LLC ("SESAC") is required to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay license fees to SESAC.

- (1) The performing rights license agreement you have been offered by SESAC contains a schedule of the rates and terms of license fees under the contract, and upon your request amounts and terms of any discounts offered to proprietors of comparable businesses in your area. Be advised that the rates and terms of SESAC's performance rights license are contained within the body of the license and the fee schedule attached thereto and made a part thereof.
- (2) SESAC has a toll-free telephone number 800-826-9996, from which you may obtain answers to inquiries concerning SESAC's repertory.
- (3) You may obtain, upon written request, and at your sole expense, the most current available list of SESAC affiliated writers and publishers and/or those copyrighted musical works in SESAC's repertory.
  - a. SESAC's repertory and list of affiliates may also be accessed and/or downloaded free of charge at [www.sesac.com](http://www.sesac.com).
  - b. SESAC's electronic address is [customerservice@sesac.com](mailto:customerservice@sesac.com). Any request for the most current list of SESAC's repertory or affiliates should be addressed to SESAC LLC, 35 Music Square East, Nashville, TN 37203; Attention: Licensing Department. If you request a printed copy, you will be charged the actual cost of the copy which will be communicated to you in advance.
- (4) SESAC complies with all federal law and orders of courts having appropriate jurisdiction regarding the rates and terms of license fees and the circumstances under which licenses for rights for public performances are offered to any proprietor.
- (5) This is notice that you are entitled to the information as provided herein, and that failure of SESAC to provide this information is unlawful and you may be entitled to bring an action against SESAC or assert a counterclaim in an action brought by SESAC.

## **STATE SPECIFIC DISCLOSURES**

- (1) **Alaska** (AS § 45.45.500): The most current list of SESAC's affiliates and the works in SESAC's repertory is additionally available through the Cabaret Hotel and Restaurant Retail Association.
- (2) **Arkansas** (Ark. Code § 4-76-103): See General Disclosure Statement.
- (3) **California** (CA Bus. & Prof. Code § 21750): See General Disclosure Statement.
- (4) **Colorado** (C.R.S. § 6-13-102 et seq):
  - a. SESAC shall publish and file with the secretary of state its form contracts and a schedule of fees it charges a proprietor to license music for public performance. A link to the schedule shall be filed with the secretary of state, who publishes the link.
  - b. Upon request from the secretary of state, SESAC shall provide information concerning a proprietor's rights and duties for public performances. The secretary of state must post the information on the secretary's website.
  - c. SESAC shall publish a catalog of musical works the society licenses. A link to the catalog shall be filed with the secretary of state, who publishes the link.
  - d. You should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to SESAC's performance rights contract.
- (5) **Florida** (FL Stat. § 501.93):
  - a. A copy of each form of contract or agreement offered by SESAC to a proprietor in this state shall be made available upon request of any proprietor.
  - b. You should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to SESAC's performance rights contract.
- (6) **Idaho** (ID Code § 48-1303): See General Disclosure Statement.
- (7) **Illinois** (815 ILCS 637/10): See General Disclosure Statement.
- (8) **Indiana** (IC 32-37-3): See General Disclosure Statement.
- (9) **Iowa** (IA Code § 549.3): See General Disclosure Statement.

- (10) **Kansas** (KS Stat. § 57-222): See General Disclosure Statement.
- (11) **Maryland** (MD Comm. L. Code § 11-1402): See General Disclosure Statement.
- (12) **Michigan** (MI Comp. L. § 445.2104):
- Upon request, a schedule of the rates and terms of license fees under contracts offered to proprietors of comparable businesses in Michigan within the past 12 months can be made available.
  - There are exemptions that may exclude you from liability under the copyright laws. The United States Copyright Act is set forth at 17 U.S.C. §§ 101 et. seq. Exemptions under that Act are set forth at 17 U.S.C. §§ 105 - 110. Please contact your attorney for advice as to the applicability of any exemptions to your premises.
- (13) **Minnesota** (MN Stat. § 325E.51): See General Disclosure Statement.
- (14) **Missouri** (MO Rev. Stat. § 436.155): SESAC shall file a printed listing of works licensed by SESAC with the attorney general, and provide or make available, upon request, a listing on suitable electronic media to bona fide trade associations representing groups of proprietors. A list shall be provided to the proprietor by electronic or other means, solely at the proprietor's expense.
- (15) **Nebraska** (NB Rev. Stat. § 59-1403.02(1)(b)): An electronic copy of each form of contract or agreement offered by SESAC to any proprietor in this state shall be made available upon request of any proprietor.
- (16) **New Jersey** (NJ Rev. Stat. § 56:3A-3):
- SESAC shall make available in electronic form on the largest nonproprietary cooperative public computer network a current list of not less than the titles of the performed copyrighted musical works for which SESAC collects license fees on behalf of copyright owners and shall update the list at least weekly and shall provide the electronic address to the Secretary of State.
  - Upon request, any person may view the list in electronic form through the Office of the Secretary of State.
- (17) **New York** (NY Arts & Cult. Aff. L. § 31.04): See General Disclosure Statement.
- (18) **North Dakota** (ND Cent. Code § 47-21.2-02): See General Disclosure Statement.
- (19) **Oklahoma** (15 OK Stat. § 15-790): SESAC shall give annual notice, in a form prescribed by the Attorney General, that the proprietor is entitled to a schedule or the rates and terms of license fees under the contract.
- (20) **Oregon** (OR Rev. Stat. § 647.700): See General Disclosure Statement.
- (21) **Texas** (TX OCC § 2102.0003): See General Disclosure Statement.
- (22) **Utah** (UT Code § 13-10a-4): See General Disclosure Statement.
- (23) **Virginia** (VA Code § 59.1-461): SESAC shall file with the State Corporation Commission a certified copy of each form of document that is used by SESAC to enter into a contract with a proprietor doing business in the state and that SESAC will make available, upon your written request, at your sole expense, copies of such documents as are filed with the department.
- (24) **Washington** (WA Rev. Code § 19.370.070): See General Disclosure Statement.
- (25) **West Virginia** (WV Code § 47-2A-3): SESAC shall, at least annually, provide notice of the license fee rate and the means of its computation to proprietor. The notice shall be satisfied if the copyright owner or SESAC publishes the required information in a Class II-0 legal advertisement in a qualified newspaper published in this state with a bona fide circulation of forty thousand or more, or if the copyright owner or SESAC files copies of its license agreements containing the information required under subsection (a) of this section with the secretary of state's office.
- (26) **Wisconsin** (WI Stat. § 100.206):
- Upon written request, and at your sole expense, SESAC shall make the most current list of affiliates and repertory filed with the Wisconsin Department of Agriculture, Trade, and Consumer Protection available.
  - SESAC shall file with the Wisconsin Department of Agriculture, Trade and Consumer Protection a certified copy of each form of document that is used by SESAC to enter into a contract with a proprietor doing business in the state and that SESAC shall make available, upon your written request, at your sole expense, copies of such documents as are filed with the department.
- (27) **Wyoming** (WY Stat. § 40-13-302): See General Disclosure Statement.

## NOTICE TO WISCONSIN PROPRIETORS

Wisconsin law (1995 Wis. Laws Act 284, "Music Royalty Collections") requires SESAC, Inc. (a "performing rights society" as defined under the law) to provide you with the following notice, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to SESAC:

(1) Notice that SESAC will make available, upon your request, information as to whether a specific musical work is licensed under a contract entered into by SESAC and a copyright owner:

SESAC's toll-free information hotline is 800-826-9996. The most current list of SESAC's works and affiliates may be accessed at <http://sesac.com>.

(2) Notice that the most current available list filed with the Wisconsin Department of Agriculture, Trade, and Consumer Protection, of the copyright owners who are represented by SESAC, and of the musical works licensed by SESAC will be made available, upon your written request, and at your sole expense.

Any request for the list of SESAC affiliates or for the SESAC repertory should be addressed to: SESAC, Inc, 35 Music Square East, Nashville, TN 37203. The cost of a printed listing of the SESAC repertory is \$613.32. Alternatively, the SESAC repertory may be accessed at <http://sesac.com>.

(3) Notice that SESAC is required to file with the Wisconsin Department of Agriculture, Trade and Consumer Protection a certified copy of each form of document that is used by SESAC to enter into a contract with a proprietor doing business in the state and that SESAC will make available, upon your written request, at your sole expense, copies of such documents as are filed with the department.

Any request for copies of licenses offered by SESAC should be addressed to SESAC, Inc, 35 Music Square East, Nashville, TN 37203.

(4) Notice that SESAC complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.

PACKETS FOR            WEDNESDAY,    02 / 26 / 2020            FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

|                         |           |    |            |
|-------------------------|-----------|----|------------|
| AP CHECKS               | 2/7/2020  | \$ | 368,148.52 |
| AP CHECKS               | 2/14/2020 | \$ | 230,409.55 |
| 2019 COMMITTEE MTG PMTS | 2/18/2020 | \$ | 1,325.00   |
| TAX REFUNDS             | 2/12/2020 | \$ | 9,345.27   |
| TAX REFUNDS             | 2/19/2020 | \$ | 1,330.95   |
| TOTAL \$                |           |    | 610,559.29 |

CC: PAULA

CC; FINANCE FOLDER

## Hanna Montes

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**From:** Amy Kotze  
**Sent:** Thursday, February 20, 2020 11:54 AM  
**To:** Hanna Montes  
**Subject:** RE: F & HR Mileage

Hi Hanna. The mileage amount is \$172.62.

Thank you,

Amy Kotze  
Accountant  
City of Greenfield  
Finance Department  
Ph: 414-329-5250 | Fx: 414-543-8579  
[amyk@greenfieldwi.us](mailto:amyk@greenfieldwi.us)

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**From:** Hanna Montes  
**Sent:** Thursday, February 20, 2020 10:26 AM  
**To:** Amy Kotze <[Amy.Kotze@greenfieldwi.us](mailto:Amy.Kotze@greenfieldwi.us)>  
**Subject:** F & HR Mileage

Hi Amy,

Could I please get the mileage from you whenever you get the chance?

Thank you

*Hanna Montes*  
Administrative Assistant  
City of Greenfield  
Mayor & Human Resources  
7325 W Forest Home Ave  
Greenfield, WI 53220  
Ph (414) 329-5206  
Fax (414) 543-6158

JANUARY 2020  
INVESTMENTS

| Institution                                      | Princ Amt<br>Invested | Investment<br>Date | Maturity<br>Date | Yield | Interest Earned | ID #     |
|--------------------------------------------------|-----------------------|--------------------|------------------|-------|-----------------|----------|
|                                                  |                       |                    |                  |       |                 |          |
|                                                  |                       |                    |                  |       |                 |          |
| Money Mkt/Tri-City Bank                          | \$1,530,490.84        | 12/31/2001         | variable         |       | \$194.62        | 21901270 |
|                                                  |                       |                    |                  |       |                 |          |
| Money Mkt/BMO Harris Bank                        | \$510,769.48          | 6/28/2011          | variable         |       | \$215.08        | 46370511 |
|                                                  |                       |                    |                  |       |                 |          |
| Ehlers Investment Partners X-2055705 GRD GEN INV | \$6,482,132.35        | 12/9/2014          | variable         |       |                 |          |
|                                                  |                       |                    |                  |       |                 |          |
| Associated Bank Investments                      | \$6,381,761.38        | 12/10/2014         | variable         |       |                 |          |
|                                                  |                       |                    |                  |       |                 |          |
| Totals                                           | \$14,905,154.05       |                    |                  |       | \$409.70        |          |

LOCAL GOVERNMENT INVESTMENT POOL

**January 2020 Statement**

|                                   |    |               |
|-----------------------------------|----|---------------|
| December Ending Balance           | \$ | 22,222,717.91 |
| 1 Deposit (s) in January          |    | 511,959.19    |
| 0 Withdrawal(s) in January        |    | -             |
| January Interest Earnings @ 1.61% |    | 30,943.29     |
| TOTAL                             | \$ | 22,765,620.39 |