

**Agenda**  
**Board of Parks Commission Meeting**  
**625-52nd St, Room 204**  
**Monday, August 8, 2016**  
**5pm**

Chairperson: Eric Haugaard                      Vice Chairperson: Jan Michalski  
Commissioner: Keith W. Rosenberg              Commissioner: Rocco J. LaMacchia, Sr.  
Commissioner: Jack Rose

Call to Order  
Roll Call  
Citizens Comments

Approval of the Minutes of the Meeting Held on July 25, 2016.

1. Request from Teresa Thompson for a Wedding at the Southport Beach House on Saturday, August 12, 2017 to:
  - a. Extend the Closing Hours to Midnight (12:00am)
  - b. Extend the Beer/Wine and Music Permit to 11:30pm (District 12)
2. Request from Robin Hawley for a Wedding at the Southport Beach House on Saturday, June 10, 2017 to:
  - a. Extend the Closing Hours to Midnight (12:00am)
  - b. Extend the Beer/Wine Permit to 11:00pm
  - c. Extend the Music Permit to 11:30pm (District 12)
3. Request from the Mary Lou & Arthur F. Mahone Fund for the use of the Lincoln Park Flower Garden to add Wednesday, September 21, 2016 for the:
  - a. Annual Lincoln Park Live Music Series Event
  - b. Selling of Fermented Malt Beverages
  - c. Use of Amplified Music (District 12)
4. Approval of Settlement Agreement by and between the City of Kenosha, Wisconsin with Magill Construction Company, Inc. (Also referred to *Public Works and Finance*)  
**CLOSED SESSION: The Board of Parks Commission may go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes to confer with legal counsel regarding this matter. The Board of Parks Commission may or may not reconvene into open session.**

COMMISSIONERS' COMMENTS

*IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.*

**BOARD OF PARK COMMISSIONERS**  
**Minutes of Meeting held Monday, July 25, 2016**

A meeting of the Board of Park Commissioners was held on Monday, July 25, 2016 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:08 pm by Acting Chairperson Michalski.

At roll call, the following members were present: Commissioners Rose, LaMacchia and Rosenberg. Chairperson Haugaard was excused. Staff members in attendance were: Shelly Billingsley, Director of Public Works; Jeff Warnock, Superintendent of Parks; Deputy Police Chief Eric Larsen and Deputy City Attorney Matthew Knight.

Seven citizens spoke during Citizens Comments: Mike Foster, Greg Kishline, Luci Foss, Logan Powers, Kris Riva, Corey Sepanski, Kari Foss.

It was moved by Alderperson LaMacchia, seconded by Alderperson Rose, to approve the minutes from the meetings held on July 11, 2016 and July 18, 2016. Motion carried unanimously.

1. Request from Aide Pineda to have a DJ/Music in Lincoln Park on Saturday, September 3, 2016 for a Church Party from 9am-9pm. (*District 12*)  
Public Hearing: None  
It was moved by Commissioner Rosenberg, seconded by Commissioner LaMacchia to approve. Motion carried unanimously.
2. Request from Johanna Galvan for a Family Reunion at the Southport Beach House on Friday, October 28, 2016 to:
  - a. Extend the Closing Hours to Midnight (*12:00am*)
  - b. Extend the Beer/Wine and Music Permit to 11:30pm (*District 12*)Public Hearing: None  
Staff: None  
It was moved by Commissioner LaMacchia, seconded by Commissioner Rose to approve. Motion carried unanimously.
3. Request from Ruben Rios-Acosta for a Baptism at the Southport Beach House on Sunday, September 4, 2016 to:
  - a. Extend the Closing Hours to Midnight (*12:00am*)
  - b. Extend the Beer/Wine and Music Permit to 11:30pm (*District 12*)Public Hearing: Ruben Rios-Acosta spoke.  
It was moved by Commissioner LaMacchia, second by Commissioner Rose to approve. Motion carried unanimously.
4. Request from the Southport Park Association to have a National Registry Plaque Marker for the Southport Beach House and Simmons Island Bath House. (*District 2 & 12*)  
Public Hearing: Susan Andrea-Schlenker spoke.  
Staff: Jeff Warnock spoke.  
It was moved by Commissioner Rose, seconded by Commissioner Rosenberg to approve. Motion carried unanimously.

5. Resolution by the Board of Park Commissioners; Sponsor Parks Commission – Resolution to Release the Park and Sport Field Cellular Communication Rental Funds and Create a General Park Use Fund.  
Staff: Deputy City Attorney Matthew Knight and Jeff Warnock spoke.  
It was moved by Commissioner Rose, seconded by Commissioner Rosenberg to approve. Motion carried unanimously.
6. Resolution By Finance Committee - To Amend the City of Kenosha Capital Improvement Program for 2016 By Increasing Line PK-11-001 Petzke ADA Playground in the Amount of \$650,000 Using Various Funding Sources in the Amount of \$650,000 for a Net Change of \$0.  
Public Hearing: Tammy Conforti and Mike Foster spoke.  
It was moved by Commissioner Rose, seconded by Commissioner Rosenberg to approve. Motion carried unanimously.
7. Award of Contract for Project 16-1431 Dream Playground Surface Removal and Installation (2820 14<sup>th</sup> Avenue) to Bluemel's Maintenance Service, Inc. (Greenfield, Wisconsin) in the amount of \$650,000.00. (District 1)  
Public Hearing: None  
It was moved by Commissioner Rose, seconded by Commissioner LaMacchia to approve. Motion carried unanimously.

COMMISSIONERS' COMMENTS: Commissioner LaMacchia spoke about the Dream Playground and the Velodrome. Commissioner Rose spoke about the Velodrome and the KingFish Home Run Derby. Acting Chairperson Michalski spoke about the port-a-potty concerns by Harbor Park.

ADJOURNMENT - There being no further business to come before the Board of Park Commissioners, it was moved, seconded and unanimously carried to adjourn at 5:40 pm.



August 5, 2016

TO: Eric Haugaard, Chairperson  
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent *JW*

SUBJECT: Request from Teresa Thompson for a Wedding at the Southport Beach House on Saturday, August 12, 2017 to:  
a. Extend the Closing Hours to Midnight (12:00am)  
b. Extend the Beer/Wine and Music Permit to 11:30pm (District 12)

**BACKGROUND/ANALYSIS**

Staff received a request from Teresa Thompson to extend her hours of closing to midnight and the beer/wine and music permit to 11:30pm at the Southport Beach House on August 12, 2017 for her wedding.

**RECOMMENDATION**

Staff recommends approval.

JW/dm

**CITY OF KENOSHA – DEPARTMENT OF PUBLIC WORKS  
PARK USE AGREEMENT (PICNICS, WEDDINGS & BUILDING RENTALS)**

625 – 52<sup>nd</sup> Street  
Room 305  
Kenosha, Wisconsin 53140  
OFFICE HOURS 8 AM – 4:30 PM MONDAY – FRIDAY

Phone: 653-4080  
Fax: 653-4056

Make check payable to "City of Kenosha."

OFFICE USE ONLY			
Rental Fees: <u>000.00</u>	Beer/Wine: <u>25.00</u>	Deposit: <u>300.00</u>	Total Due: <u>925.00</u>
Receipt #: <u>1730666</u>	By: <u>KJ</u>	Zimbra: _____	Park Calendar: _____
Access Database: _____	Date Paid & Permit Issued: _____		

**INSTRUCTIONS:**

- Please Print (blue or black ink)

Permittee Name: Teresa Thompson  
Person authorized to sign this agreement on behalf of the organization.

Organization Name: \_\_\_\_\_

Address: 7532 21st Ave City: Kenosha State: WI Zip: 53143

Daytime Phone: 262-748-5771 Alternate Phone: 224-415-0917

FACILITY REQUESTED: Southport Beach House

Event Date: Saturday, August 12th 2017

Nature of Event: wedding  
(Be specific on what type of event – i.e., 16<sup>th</sup> birthday party, graduation, baby/bridal shower, wedding reception, etc.)

Attendance: 50 (Number of people) Time requested: From: 10am to 10pm  
(INCLUDES SETUP AND TAKE DOWN)

**PLEASE NOTE: PARK FACILITIES CLOSE AT 10 PM**

Beer/Wine Permit (For Consumption Only – No Selling; MUST BE 21 OR OLDER) Yes (Yes or No)  
The above-named assumes responsibility for exercising control over attendees behavior at the event.  
This person or designee must be present for the duration of the event.

Do you plan to have a DJ? Yes (Yes or No)  
Allowed only at Alford, Washington picnic shelters and Southport Beach House and Oribiletti Center.

Do you plan to have a Band? No (Yes or No)  
Allowed only at Southport Beach House and Oribiletti Center.

Do you plan to place any tents/bouncy houses in the park area? No (Yes or No)  
If yes, you must contact Diggers Hotline (1-800-242-8511) no later than five (5) business days prior to the event.

**RESPONSIBILITIES OF THE DEPARTMENT OF PUBLIC WORKS – LIMITATIONS**

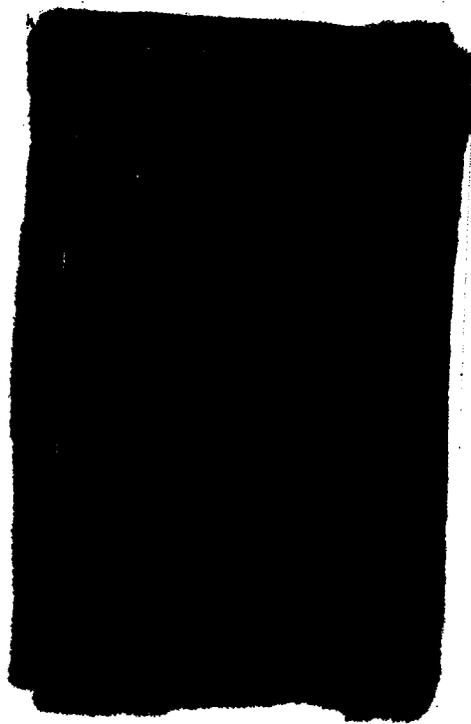
The Department of Public Works, although responsible for the general maintenance of City parks, will not inspect the park area to be used immediately prior to the use to determine the suitability and safety of the use. In addition, it will not supervise such use.

CITY OF KENOSHA  
GENERAL RECEIPT

RECEIPT NO.: 173066  
RECEIPT DATE: 07/21/16  
RECEIPT NAME: LOBONO, JOSEPH  
ADDRESS: 802 COLLEGE AVE

WINTHROP HARBOR, IL 60096

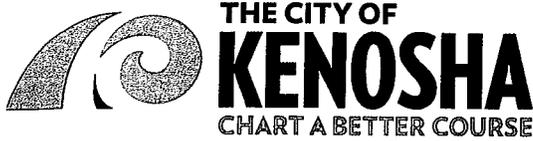
SOUTHPORT BEACH HOUSE, SAT AUG 12TH 2017,  
10AM-10P  
M



DESCRIPTION	AMOUNT
DEPOSIT	
110-00-21905-000-000	300.00
SOUTHPORT - RESIDENT	
110-00-46580-000-000	600.00
BEER/WINE PERMIT	
110-00-46532-000-000	25.00
	-----
DUE:	925.00
CHECK:	925.00
CHANGE:	

CHECK NO: 381  
RECEIVED BY: PKARLIEZ

# 



PUBLIC WORKS  
PARKS

July 25, 2016

Teresa Thompson  
7532 21<sup>st</sup> Ave  
Kenosha, WI 53143

RE: The extension of hours, beer/wine & music permit at the Southport Park Beach for a Wedding on Saturday, August 12, 2017.

Dear Ms Thompson:

Your request for an extension of hours, beer/wine & music permit at the Southport Park Beach for a Wedding on Saturday, August 12, 2017 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

**Monday, August 8, 2016**  
**5:00 p.m.**  
**Room 204**  
**Kenosha Municipal Building, 625-52nd Street**

You and/or your representative are required to appear.

If you have any questions, you may contact me at 262-653-4065.

Sincerely,

Diane S. Miles  
Secretary of the Parks Commission

cc: Board of Parks Commission  
Shelly Billingsley, Acting Director of Public Works – w/a  
Jeff Warnock, Superintendent of Parks – w/a



August 5, 2016

TO: Eric Haugaard, Chairperson  
Board of Park Commissioners

FROM: Jeff Warnock, Park Superintendent *JW*

SUBJECT: Request from Robin Hawley for a Wedding at the Southport Beach House on Saturday, June 10, 2017 to:  
a. Extend the Closing Hours to Midnight (*12:00am*)  
b. Extend the Beer/Wine Permit to 11:00pm  
c. Extend the Music Permit to 11:30pm (*District 12*)

**BACKGROUND/ANALYSIS**

Staff received a request from Robin Hawley to extend her hours of closing to midnight, the beer/wine to 11:00pm, and the music permit to 11:30pm at the Southport Beach House on June 10, 2017 for her wedding.

**RECOMMENDATION**

Staff recommends approval.

JW/dm

**CITY OF KENOSHA – DEPARTMENT OF PUBLIC WORKS  
PARK USE AGREEMENT (PICNICS, WEDDINGS & BUILDING RENTALS)**

625 – 52<sup>nd</sup> Street  
Room 305  
Kenosha, Wisconsin 53140  
OFFICE HOURS 8 AM – 4:30 PM MONDAY – FRIDAY

Phone: 653-4080  
Fax: 653-4056

Make check payable to "City of Kenosha."

OFFICE USE ONLY			
Rental Fees: <u>400.00</u>	Beer/Wine: <u>25.00</u>	Deposit: <u>300.00</u>	Total Due: <u>725.00</u>
Receipt #: <u>172642</u>	By: <u>KJ</u>	Zimbra: _____	Park Calendar: _____
Access Database: _____	Date Paid & Permit Issued: <u>6/17/16</u>		

**INSTRUCTIONS:**

- Please Print (blue or black ink)

Permitee Name: Robin Hawley  
Person authorized to sign this agreement on behalf of the organization.

Organization Name: \_\_\_\_\_  
Address: 1367 30<sup>th</sup> Ave #202 City: Kenosha State: WI Zip: 53144  
Daytime Phone: (262) 308-2704 Alternate Phone: (262) 220-4189

FACILITY REQUESTED: Southport Beach House  
Event Date: Saturday June 10<sup>th</sup>, 2017  
Nature of Event: wedding  
(Be specific on what type of event – i.e., 16<sup>th</sup> birthday party, graduation, baby/bridal shower, wedding reception, etc.)  
Attendance: 150 (Number of people) Time requested: From: 2pm to 10pm  
**(INCLUDES SETUP AND TAKE DOWN)**

**PLEASE NOTE: PARK FACILITIES CLOSE AT 10 PM**

**Beer/Wine Permit (For Consumption Only – No Selling; MUST BE 21 OR OLDER)** Yes (Yes or No)  
The above-named assumes responsibility for exercising control over attendees behavior at the event.  
This person or designee must be present for the duration of the event.

**Do you plan to have a DJ?** Yes (Yes or No)  
Allowed only at Alford, Washington picnic shelters and Southport Beach House and Oribiletti Center.

**Do you plan to have a Band?** NO (Yes or No)  
Allowed only at Southport Beach House and Oribiletti Center.

**Do you plan to place any tents/bouncy houses in the park area?** NO (Yes or No)  
If yes, you must contact Diggers Hotline (1-800-242-8511) no later than five **(5) business** days prior to the event.

**RESPONSIBILITIES OF THE DEPARTMENT OF PUBLIC WORKS – LIMITATIONS**

The Department of Public Works, although responsible for the general maintenance of City parks, will not inspect the park area to be used immediately prior to the use to determine the suitability and safety of the use. In addition, it will not supervise such use.

CITY OF KENOSHA  
GENERAL RECEIPT  
C O P Y

RECEIPT NO.: 172642  
RECEIPT DATE: 06/17/16  
RECEIPT NAME: HAWLEY, ROBIN  
ADDRESS: 1367 30TH AVE

KENOSHA, WI 53144

SOUTHPORT BEACH HOUSE, SAT JUNE 10TH 2017,  
2-10PM,

DESCRIPTION/ACCT NUMBER	AMOUNT
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DEPOSIT

110-00-21905-000-000	300.00
SOUTHPORT - RESIDENT	
110-00-46580-000-000	400.00
BEER/WINE PERMIT	
110-00-46532-000-000	25.00

DUE:	725.00
CASH:	725.00
CHANGE:	

RECEIVED BY: PKARLIEZ





PUBLIC WORKS  
PARKS

July 25, 2016

Robin Hawley  
1367 30<sup>th</sup> Ave # 202  
Kenosha, WI 53144

RE: The extension of hours, beer/wine & music permit at the Southport Park Beach for a Wedding on Saturday, June 10, 2017.

Dear Ms Hawley:

Your request for an extension of hours, beer/wine & music permit at the Southport Park Beach for a Wedding on Saturday, June 10, 2017 will be reviewed by the Board of Parks Commission. The meeting is scheduled for:

**Monday, August 8, 2016**  
**5:00 p.m.**  
**Room 204**  
**Kenosha Municipal Building, 625-52nd Street**

You and/or your representative are required to appear.

If you have any questions, you may contact me at 262-653-4065.

Sincerely,

Diane S. Miles  
Secretary of the Parks Commission

cc: Board of Parks Commission  
Shelly Billingsley, Acting Director of Public Works – w/a  
Jeff Warnock, Superintendent of Parks – w/a



JOHN M. ANTARAMIAN  
Mayor

Aug. 8, 2016

TO: Chairman Eric Haugaard, Board of Park Commissioners

RE: Lincoln Park Live

The Mahone Foundation, together with the City of Kenosha, is requesting of the Board of Park Commissioners the use of the Lincoln Park Flower Gardens for the Lincoln Park Live Music Series Sept. 21, 2016 from 6:30-9 p.m. The event was previously approved for Sept. 28, and the foundation wishes to keep that as a rain date. They also plan public amplification and sales of fermented malt/wine beverages.

Recommendation: To approve the use of Lincoln Park for the Lincoln Park Live series on Sept. 21; and also to approve public amplification.

Note: Once use of Lincoln Park is approved, the applicant can then apply to the city clerk's office for a beer/wine permit.

SPECIAL EVENT APPLICATION  
CITY OF KENOSHA - PARK DIVISION

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks .

EVENT ORGANIZATION INFORMATION

Name of Responsible Organization MARY Lou's Arthur F. Mahone Fund / Kenosha community fund  
Contact Person who is responsible for event: TIM MAHONE  
Address: 600-52<sup>nd</sup> Street Suite 110  
City/State/Zip Kenosha, WI 53140  
Daytime # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell# 262-748-7418  
Fax # \_\_\_\_\_ E-mail: ftmahone@aol.com  
Is the Host Organization a 501(c)-3? Yes, provide ES# \_\_\_\_\_

EVENT INFORMATION

Name of the Event: Lincoln Park Live Music Series  
Date Requested: ~~June 29<sup>th</sup>~~ July 13/27<sup>th</sup> + Sept. 21  
Aug 10<sup>th</sup>, Sept 14/28<sup>th</sup> Rain Date TBD  
Location Requested: Flower Garden Estimated Attendance \_\_\_\_\_  
Charitable Event:  No  Yes, Proceeds donated to MAHONE FUND  
Brief Description of the Event: Outdoor Music event in the Flower Garden  
Set up date and time: 12:00 noon day of each concert  
Time of Event: 6:30 pm - 9:00 pm  
Take down date and time: immediately after each event

FOR OFFICE USE ONLY:

Application Packet Received \_\_\_\_\_ Admin. Or Commission Approval \_\_\_\_\_  
Copies sent to: Alderperson \_\_\_\_\_ Dirk \_\_\_\_\_ Police \_\_\_\_\_  
Fire: \_\_\_\_\_ PW Admin \_\_\_\_\_ PW-Streets: \_\_\_\_\_ Kris \_\_\_\_\_

**EQUIPMENT RENTAL REQUEST  
CITY OF KENOSHA – PUBLIC WORKS/PARKS**

Name of Event Lincoln Park Live Music Series

To assist you with your special event, the Public Works Department/Park Division does have equipment available for rent to your organization. The location of this equipment must be noted on the site and/or route plan you have attached to this application.

Yes  
yes/no Electric: Service varies by location. The organization may be required to provide their own generators in order to supply the level of service required for their event.

Yes  
yes/no Water: Varies by location

**PARK DIVISION:**

Various areas may already contain minimal equipment. please indicate the number of additional items you will need. DO NOT list "same as last year", Please also put a close accurate number in your request.

# of Benches 10 # of Picnic Tables 10 # of extra trash containers 5

# of Barricades \_\_\_\_\_ Any Bleachers \_\_\_\_\_ Any Reviewing Stands \_\_\_\_\_

Showmobile New X Old \_\_\_\_\_

Fencing: Snow Fencing # of feet \_\_\_\_\_ Portable fencing - # of feet/sections \_\_\_\_\_

Other Special Requests: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STREET CLOSURES:** Contact Public Works at 653-4050 for any partial or full street closure

# of Barricades \_\_\_\_\_ A map must be attached with the placement locations

# of Parking Signs \_\_\_\_\_ Organization responsibility:

Approval must be received from the Public Works Department  
The department will provide the organization with a sample of the sign that is to be posted.  
It is the responsibility of the organization to have these signs printed in the form and color required  
Organization is responsible to supply the stakes to attach the signs in the location approved.  
Further information is in Item #14 of the procedures.

NOTE: The organization will be notified if equipment requested is available for the date of your event.

TEMPORARY STRUCTURE  
CITY OF KENOSHA - PARK DIVISION

Please review Item #8 in the Policy/Procedure Manual

Name of Event Lincoln Park Live

Park Requested Lincoln Park Flower Garden Date of Event: \_\_\_\_\_

\*\*Structure location must be placed on site map.

**Type of Temporary Structure**

Tent

Staging

Trailers

Inflatables

Dunk Tank

Other, Please explain \_\_\_\_\_

**Vendor Information**

(Name of Company and/or individual providing temporary structure)

Name of Company/Individual: TOP CHOICE

Work # 262-652-2717 Home # \_\_\_\_\_ Cell 262-818-5925

**Insurance**

All vendors that are supplying the organization with a temporary structure must supply a Certificate of Insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the City of Kenosha as 'additional insured', unless all vendors are being insured as an umbrella under the organizer's. Copy to be attached or sent to the Park Division 30 days prior to the event.

Insurance Company \_\_\_\_\_

**Signature**

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

**PUBLIC AMPLIFICATION PERMIT APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

By ordinance, public amplification is not allowed in City Parks except by permission from the Board of Park Commissioners. Permission for amplification does not exempt a group from obeying Ordinance restrictions on the volume of sound. Please be considerate of park neighbors and other park users. When notifying the alderman and neighborhood association (if necessary) about your event, be sure to include detailed information about any plans you have for amplified sound.

**Event Information:**

Name of Event Lincoln Park Live

Location of Event: Lincoln Park

Date of Event ~~June 24th~~, July 13/27th  
Aug 10th, Sept 14/28th.

Contact Person TIM MATHEK

**Type of Amplified Sound**

- DJ
- Sound System
- Speeches/Announcements
- Karaoke
- Other (please specify) \_\_\_\_\_

Requested time of amplification: Start: \_\_\_\_\_ Ending \_\_\_\_\_

**Name of Company and/or Individual handling the amplification of the event:**

TBD

Daytime # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell # \_\_\_\_\_

**Aldersperson notification**

Have you contacted the Aldersperson of the District in which the event will be held?

\_\_\_\_\_ Yes    X No    Date: \_\_\_\_\_

See Attachment D1 for an excerpt of the Noise Ordinance or go to the City of Kenosha web site at [www.kenosha.org](http://www.kenosha.org) and click on General Ordinances and review Section 23.

**FERMENTED MALT/WINE BEVERAGE SALES APPLICATION  
CITY OF KENOSHA - PARK DIVISION**

Name of Event: Lincoln Park Live Music Series

Location of Event Warren J. Taylor Memorial Gardens Date of Event \_\_\_\_\_

Name of Group Responsible Mary Lou & Arthur F. Mahone Fund

Person that is Responsible for License and Regulations Tim Mahone

Address 600-52<sup>nd</sup> Street Suite 110 Kenosha

Daytime # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell # 262-748-7418

**Beer Selling Permit Information**

Name of the licensed bartender(s) that will be responsible (must be licensed in the City of Kenosha).

Tim Mantuano - Mangias  
Matt Geary - Public Craft Brewery

Security Company/ Brief description of how security will be handled.

The organizing group will work with neighbors and KPD to manage

Have you applied for the Temporary Class "B" Retailers License (from the City Clerk's Office)?

No  Yes, Indicate Application Date: May 9, 2016

**\*A copy needs to be given to given to Park Division prior to event.**

Have you submitted the Certificate of Insurance with a liquor liability naming the City of Kenosha as additionally insured?

No  Yes, Indicate Application Date: \_\_\_\_\_

**\*A copy needs to be given to given to Park Division prior to event.**



June 13, 2016

Mr. Tim Mahone  
600 52<sup>nd</sup> St., suite 110  
Kenosha, WI 53140

Dear Mr. Mahone:

The request you submitted for the Lincoln Park Live concerts on Wednesdays in July, August and September 2016 at Lincoln Park has been approved by the Board of Park Commissioners. Necessary conditions are as follows:

1. The sponsoring organization must enter into a Contractual Agreement with the City of Kenosha. Please complete and return the attached Agreement to: Special Events: City of Kenosha, room 300, 625 52<sup>nd</sup> St., Kenosha, WI 53140.
2. Submit proof of Comprehensive General Liability Insurance in the amount of one million dollars (Certificate of Liability Insurance) which names the City of Kenosha, any participants and vendors as an additional insured and contains provision for Contractual Liability to support the Hold Harmless Agreement.
3. Submit a Layout Map outlining the placement of equipment/fencing at your approved site.
4. Food Handling: Arrangement for permits must be obtained from the Kenosha County Health Department 262-605-6700. Vendors must supply to the city a copy of their license and a Certificate of Liability Insurance as outlined in item 1.
5. Obtain a special license from the City Clerk's office to sell fermented beverages and wine.
6. Security: Organization is to provide private security for gatherings of over 250 persons at the event. Security Personnel must be easily identifiable to the public.
7. Tents: Organization must contact Diggers Hotline at 1-800-242-8511 a minimum of three (3) business days prior to placing the tents at the site.
8. Clean up: Organization is responsible for the cleanup of the park space used, following the event, including bagging garbage. The city will pick up bagged garbage. If Park Division staff is required to clean the site, the organization will be billed for direct

labor charges.

Please sign the enclosed Park Use Agreement and return it to our office no later than July 1, 2016. Best wishes on another successful event.

Sincerely,

Kris Kochman  
Community Relations Liaison  
City of Kenosha  
kkochman@kenosha.org

**PUBLIC FACILITIES OR PROPERTY USE AGREEMENT**

By And Between

**THE CITY OF KENOSHA, WISCONSIN**  
(Hereinafter referred to as "CITY")

And

PERMITTEE Mary Lou & Arthur F. Mahone Fund/Kenosha Community Foundation

ADDRESS 600 52nd St. Suite 110

CONTACT PERSON RESPONSIBLE FOR EVENT Tim Mahone

TELEPHONE: 262.748.7418 (prior to event) \_\_\_\_\_ (during event)

The above parties, in consideration of the mutual understanding, undertakings and agreements hereinafter set forth, agree as follows:

**1. PUBLIC FACILITIES OR PROPERTY USE**

CITY will make available to PERMITTEE certain public facilities or property, as follows:

a. Name of Public Facility or Property: Lincoln Park

b. Event: Lincoln Park Live + Sept. 21st KK

c. Date(s) and Time: 6:30-9 p.m. July 13, 27; Aug. 10; Sept. 14, 28, 2016

Setup Date/Time: 12 noon on concert dates

Take Down Date/Time: 9 p.m. on concert dates

**2. RESPONSIBILITY OF THE CITY**

CITY, although responsible for the general maintenance of the above public facility or property, will not inspect the public facility or property to be used immediately prior to the use to determine whether or not the public facility or property is suitable and safe for such use and it will not supervise such use.

**3. RESPONSIBILITY OF PERMITTEE**

PERMITTEE agrees to:

- a. Inspect the public facility or property prior to their use to determine whether or not they are suitable and safe for such use. If said

inspection reveals that any such facility or property is not suitable and safe for such use, the facility or property shall not be used and the unsuitable or unsafe conditions are to be reported to the City Department of Public Works or the Police Department as soon as possible and prior to usage.

- b. Warn all persons using the public facility or property under authority of this agreement of the risks and hazards of the intended use and of any unsafe conditions which may exist or portions of any public facility or property which is not suitable for use.
- c. Supervise all persons using the public facility or property under authority of this agreement.
- d. Use any CITY park public facility or property in accordance with General and Special Park Rules and Regulations, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
- e. Be financially responsible for any damage to the public facility or property caused by the negligent or intentional acts of persons using the public facility or property under authority of this agreement.
- f. Comply with the Americans with Disabilities Act.
- g. Comply with all applicable CITY ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations for this event.
- h. Comply with all requirements set forth in the approval letter for this event.

**4. SECURITY**

PERMITTEE shall provide private security at its expense for this event to provide a reasonable amount of protection for persons and property.

**5. INDEMNITY AND HOLD HARMLESS**

PERMITTEE shall indemnify and hold harmless CITY and the Board of Park Commissioners, as the case may be, and their respective officers and employees from and against any and all liability, claims, damages, expenses, attorney fees, cost, judgments or settlements which any of them any sustain should any person or party incur or suffer death, personal injury, or property damage as a result of any act or omission arising out of the use of the public facility or property or out of any breach of this agreement upon the part of PERMITTEE or its officers, employees or agents.

**6. INSURANCE**

PERMITTEE shall obtain and maintain one (1) or more policy(ies) of liability insurance

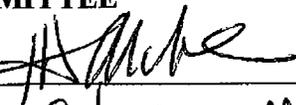
written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin, which shall contain an endorsement for contractual liability to support the indemnity and hold harmless provision of this agreement, covering death, personal injury and property damage in the amount of One Million Dollars (\$1,000,000.00) naming the CITY and the Board of Park Commissioners, as the case may be, as an additional insured. A Certificate of Insurance naming the CITY and the Board of Park Commissioners, as the case may be, as an additional insured shall be filed with the Director of Public Works prior to the event, which shall confirm said coverage and provide the City with twenty (20) days advance written notice of the cancellation, change or termination of said insurance policy(ies).

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

**CITY OF KENOSHA**

By:  Date 6/13/16  
Title: Board of Parks Chairperson

**PERMITTEE**

By:  Date 6/21/16  
Title: Chair

**SETTLEMENT AGREEMENT  
AND RELEASE OF ALL CLAIMS**

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This Settlement Agreement and Release of All Claims (“Agreement”) is entered into by and between The City of Kenosha (“Kenosha”) and Magill Construction Company, Inc. (“Magill”). Kenosha and Magill may individually be referred to herein as a “Party” or collectively the “Parties.”

**WHEREAS**, Kenosha and Magill entered into a written contract (the “Contract”), for the construction of a playground located in Petzke Park, Kenosha, WI (the “Project”);

**WHEREAS**, Magill subcontracted some of its work relating to the installation of the playground surface to MJD’s Property Solutions, LLC (“MJD”);

**WHEREAS**, a dispute arose between the Parties regarding the sufficiency of the work performed by Magill and/or MJD on the Project (the “Claim”);

**WHEREAS**, the Parties reached an agreement to fully and finally settle all claims and disputes either Party may have against one another regarding the Contract, the Project and the Claim in accordance with the terms set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. **Recitals**. The recitals set forth above are fully incorporated into the terms of this Agreement as if set forth herein.
2. **Common Council Approval**. This Agreement is conditioned on the City of Kenosha Common Council review and approval. The Parties shall retain all claims absent such approval.
3. **Payment**. Magill shall pay the sum of Two Hundred Thirty Thousand Dollars and 00/100 (\$230,000.00), less the Credit identified in Paragraph 4 below, to Kenosha (the “Settlement Payment”). The Settlement Payment is inclusive of all costs, fees and disbursements. The Settlement Payment shall be paid in two payments. The first Settlement Payment in the amount of \$80,350.12 shall be made within thirty (30) days after last execution of this Agreement. The second Settlement Payment in the amount of \$80,350.11 shall be made within sixty (60) days after the last execution of this Agreement. Each Settlement Payment shall be made payable to the City of Kenosha and delivered to the Office of the City Attorney. If a payment due date falls on a Saturday, Sunday or holiday, the due date shall be the first following business day.

If the first Settlement Payment has not been made by the due date, Kenosha shall provide written notice to Magill that the payment has not been received. If Magill fails to make the payment within five (5) business days of receipt of the notice from Kenosha, Magill shall pay the sum of Two Hundred Fifty-three Thousand Dollars and 00/100 (\$253,000.00), less any amounts paid and less the credit identified in Paragraph 4 below, to Kenosha (the "Settlement Payment").

If the second Settlement Payment has not been made by the due date, Kenosha shall provide written notice to Magill that the payment has not been received. If Magill fails to make payment within five (5) business days of receipt of the notice from Kenosha, Magill shall pay the sum of Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00), less any amounts paid and less the credit identified in Paragraph 4 below, to Kenosha (the "Settlement Payment").

4. Credit. Kenosha is currently retaining funds in the amount of \$69,299.77 for work performed on the Project. Magill shall receive a credit for \$69,299.77 against the Settlement Payment (the "Credit").

5. Mutual Release/Assignment of Claims/Indemnification. Except as otherwise provided for herein, for the consideration of the Settlement Payment and Credit reflected in Paragraphs 3 and 4 above and, upon Kenosha's receipt of the same, Kenosha and its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns hereby releases, acquits and forever discharges Magill as well as its respective subcontractors, material suppliers, laborers, principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns ("Released Parties") from any and all claims, actions, causes of action, demands, liabilities, rights, damages, costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which Kenosha may have against Magill and/or the Released Parties in relation to or regarding the Contract, the Project and/or the Claim. Kenosha hereby assigns, without warranty, all of its rights and interests in all claims it may have against MJD and its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns relating to or arising from the Contract, the Project and/or the Claim.

Magill, as well as its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns hereby release, acquit and forever discharge Kenosha as well as its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns from any and all claims, actions, causes of action, demands, liabilities, rights, damages, costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which it may have against Kenosha in relation to or regarding the Contract, the Project and/or the Claim. Magill shall indemnify, defend and hold harmless Kenosha and its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of a claim by a Released Party relating to or arising from the Contract, the Project and/or the Claim.

This is intended to be a full and final release of all claims between the Parties.

6. Contract Closeout Obligation. Magill will complete and return within sixty (60) days of Common Council approval of this Agreement the Contract closing documents attached hereto as Attachment 1.

7. Release/Assumption of Obligations. Except for the Contract closeout obligation identified in paragraph 6, the Contract shall be terminated effective as of the date of this Agreement and Magill and its subcontractors and suppliers shall be released from all obligations relating to the Contract and/or the Project including, but not limited to, all obligations to perform the work, all warranties, whether express or implied, all obligations to obtain and/or maintain its performance and payment bond for the Project and all obligations to obtain and/or maintain insurance for the Project. Upon last execution of this Agreement, Kenosha shall assume all obligations with respect to the Project.

8. Denial of Liability. It is understood and agreed that this settlement is the compromise of disputed claims, and that the payment made and actions taken by the Parties pursuant to this Agreement are not to be construed as an admission of liability on the part of the Parties. The Parties intend merely to avoid litigation and resolve their disputes pursuant to this Agreement. Kenosha shall be released from all obligations relating to the Contract, the Project and/or the Claim including, but not limited to, monetary payment for services rendered. The Contract balance shall be deemed paid in full.

9. Preservation of Claims. Notwithstanding anything to the contrary in this Agreement, Magill preserves any and all claims against and does not release from liability MJD or its insurer or any person or entity not a party to this Agreement which may be responsible for the alleged deficiency in work which gave rise to the Claim. Kenosha's release in Paragraph 5 shall not be deemed a release of any claims which Magill may have against any of the Released Parties.

10. Right to Consult an Attorney. Each Party has been represented by counsel and has had sufficient time to review this Agreement with their respective counsel prior to executing the same. Each Party acknowledges that they read this Agreement, that they understand the Agreement's meaning and intent and executed this Agreement of their own free will and volition.

11. Attorney Fees. The Parties shall be solely responsible for their own legal fees and costs incurred with respect to entering into this Agreement, with no contribution required from another Party. However, in the event any Party breaches this Agreement or fails to fulfill their

obligations hereunder, the non-breaching Party may enforce this Agreement and shall be entitled to recovery of reasonable attorney's fees and costs incurred to enforce this Agreement.

12. Waiver of Breach. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

13. Authentication. By executing this Agreement, Kenosha acknowledges that this Agreement was reviewed and approved by a duly authorized, public meeting of the City of Kenosha Common Council wherein a quorum of council members were present and a majority of such quorum voted in favor of the passage of a motion approving this Agreement. Such approval as recited herein shall presumptively establish that the action of the Council shall be binding upon the Kenosha.

14. Construction. The Parties understand and agree that the construction and interpretation of this Agreement shall be governed by the laws of the State of Wisconsin.

15. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements, negotiations, representations, promises, or understandings between the Parties hereto pertaining to the subject matter hereof. The Parties acknowledge that no representation, promise or inducement has been made other than as set forth in this Agreement, and that each Party enters into this Agreement without reliance upon any other representation, promise or inducement not set forth herein. Each Party, by signature below, represents and warrants that the signatory has authority to sign and bind the respective Party to this Agreement.

**CITY OF KENOSHA**

By: \_\_\_\_\_  
John M. Antaramian, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

Dated: \_\_\_\_\_

**MAGILL CONSTRUCTION  
COMPANY, INC.**

By: \_\_\_\_\_  
Matt Magill, Vice President

Dated: \_\_\_\_\_

## ATTACHMENT 1

### SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

Subject: Affidavits Required Prior to Final Payment

Project: #14-1426 Petzke Park Phase 3

Pursuant to your contract, you are required to pay your employees not less than the prevailing wage rate applicable in Kenosha at the time of contract signing. You are also required to promptly pay all subcontractors and suppliers for all labor, services, supplies or material which they may directly or indirectly furnish in the fulfillment of said contract and secure, as soon as possible, a waiver of lien or the release of any and all liens which may attach as a result of the work, to be furnished to the engineer before the final payment is made.

Please complete and return:

1. Signed checking copy.
2. Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination listing all subcontractors.
3. Agent or subcontractor Affidavit of Compliance with Prevailing Wage Rate Determination.
4. Affidavit Respecting Construction Lien Waivers/Releases – **this affidavit is not the same as a lien waiver -**
5. **Your original lien waiver**
6. **Subcontractors lien waivers – as a condition of the Affidavit respecting construction lien waivers/releases, also provide the original of the lien waivers or releases for ALL subcontractors and material suppliers involved in the project as listed below:**

- |   |   |
|---|---|
| ▪ ProTerra Grading – Earthwork                          | ▪ ProTerra – Underdrain                             |
| ▪ ProTerra Grading – Dense Graded Base                  | ▪ Graber – Benches                                  |
| ▪ Always Contractors – Brick Pavers                     | ▪ MBM Contractors – Entry Contractors & Block Walls |
| ▪ Meak Playground Surfacing – Poured in Place Surfacing | ▪ ProTerra – Restoration                            |
|   | ▪ MJD's Property Solutions, LLC                     |

If any of the above were not used, please provide a letter so stating.



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Please check these final quantities with your records. If they meet with your approval, sign below and return to the City of Kenosha, Department of Public Works – Engineering Division, 625 52nd Street, Kenosha, WI 53140, as soon as possible so that final payment can be processed.

APPROVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Personally identifiable information may be used for secondary purposes.  
(See Section 15.04(1)(m), Wisconsin Statutes for details.)

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

State Of _____ ) )SS County Of _____ )
--

Project Name: \_\_\_\_\_

Project # : \_\_\_\_\_ Determination # : \_\_\_\_\_

Date Determination Issued: \_\_\_\_\_

Awarding Agency: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

Date Work Completed: \_\_\_\_\_

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- I have fully complied with all of the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship or Business	
Address (Include Street or P.O. Box, City, State and ZIP Code)	
PRINT Name of Authorized Officer	Date Signed
Signature of Authorized Officer	( ) Telephone Number

The statutory authority for the use of this form is prescribed in Sections 66.0903(9)(c) and 103.49(4r)(c), Wisconsin Statutes.

The use of this form is mandatory.

The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

## List of Agents and Subcontractors

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

# Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Personally identifiable information may be used for secondary purposes.  
(See Section 15.04(1)(m), Wisconsin Statutes for details.)

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of _____ ) County Of _____ )SS
---

Project Name: \_\_\_\_\_

Project #: \_\_\_\_\_ Determination #: \_\_\_\_\_

Date Determination Issued: \_\_\_\_\_

Awarding Contractor: \_\_\_\_\_

Date Of Subcontract: \_\_\_\_\_

Date Work Completed: \_\_\_\_\_

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- I have fully complied with all of the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

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Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

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Name \_\_\_\_\_

Address \_\_\_\_\_

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Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_



