



LA CASA
de Esperanza, Inc.

410 Arcadian Ave. | Waukesha WI 53186 | 262.547.0887 | Fax 262.547.0735 | info@lacasadeesperanza.org | www.lacasadeesperanza.org

Children's Programs

(Ages 6 weeks – 12 years)

Early Head Start
Early Childhood Education
1st and 2nd Shift Child Care
4K
Before and After School
Summer Camp
Summer Food
Transportation

Youth Programs

(Ages 13 -18)

After School Club
Career Development
College Exploration
Financial Education
Summer Program
Tutoring

Workforce Development

Employment Assistance
Family Self-Sufficiency
Financial Stability Education
VITA Free Tax Service
YouthBuild

**La Clinica Outpatient
Services**

AODA Treatment
Mental Health Treatment
Counseling Services

Housing Services

La Casa Village I & II

Weatherization Services

Milwaukee, Waukesha &
Jefferson Counties
City of Milwaukee

*La Casa's mission is to
provide opportunities for
low-income individuals
to achieve full social and
economic participation in
society, with emphasis on
the Hispanic population.*

April 9, 2015

Mr. Ron Grall
Director of Parks and Recreation
Waukesha City Hall
201 Delafield Street
Waukesha, WI 53188

Dear Mr. Grall:

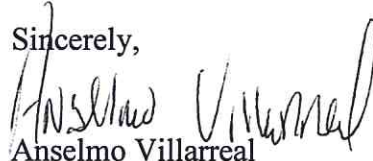
On behalf of La Casa de Esperanza, Inc., (La Casa) I am respectfully requesting the reservation of Frame Park, in the City of Waukesha, June 12-14, 2015.

Specifically, we are requesting:

- The availability of the park on Wednesday, Thursday, and Friday June 10, 11, and 12, 2015 for private set-up.
- Friday, June 12, 2015 from 4:00 p.m. to 11:00 p.m. for public event including music until 11:00 p.m.
- Saturday, June 13, 2015 from 11:00 a.m. to 11:00 p.m. for public event including music until 11:00 p.m.
- Sunday, June 14, 2015 from 11:00 a.m. to 10:00 p.m. for public event including music until 10:00 p.m.
- Permission for the sale of fermented beverages.
- Variance hours of permitted hours to sell fermented malt beverages and wine until 10:45 p.m. on June 12 and 13, and until 9:45 on June 14.
- Availability of the park on Monday, June 15, 2015 for private clean-up.

I also want to inform you that La Casa's application for a temporary class B liquor license for this event has been submitted to the City Clerk Treasurer's Office. Thank you for your consideration of our request. We look forward to once again working with you. If you have any questions or require additional information, please contact me or Shari Campbell at (262) 547-0887.

Sincerely,


Anselmo Villarreal

President & CEO

cc: Mary Palmer

NCLR
NATIONAL COUNCIL OF LA RAZA



Event Name

Fiesta Waukesha

Today's Date

04-09-15

Date(s) of Event

June 12-14, 2015

Location

Frame Park

Indemnification and Reimbursement Agreement

WHEREAS, the Common Council of the City of Waukesha ("City") has established an ordinance regulating the use of city parks and other specified properties for large-scale public gatherings and Special Events, and

WHEREAS, said ordinance requires persons wishing to hold a Special Event to: (1) indemnify the City and the Park, Recreation and Forestry Board for injuries and damages caused by the event; and (2) agree to reimburse costs incurred due to extraordinary damage to City property during the event, and

WHEREAS, the undersigned applicant has filed an application to conduct a Special Event in the City,

THEREFORE, the City and the undersigned applicant ("Applicant") hereby agree as follows.

1. **Indemnification.** The Applicant hereby indemnifies and holds harmless the Waukesha Park, Recreation and Forestry Board and the City, its officers, agents, employees, successors or assigns, from and against any and all losses, debts, actions, claims, demands, liabilities, expenses, costs, injuries and/or damages to persons or property occurring in connection with the Special Event proximately caused by the actions of the Applicant, the sponsoring organization, its Officers, Employees or agents, or any person under their control.
2. **Reimbursement For Extraordinary Damage.** The Applicant shall reimburse the City for costs incurred due to extraordinary damage to City property during the Special Event conducted by the Applicant. "Extraordinary Damage," as stated in section 8.115(3)(e) of the Municipal Code, is defined as "damage to Park or other City property in excess of normal wear and tear and which requires repairs in excess of routine maintenance."
3. **Procedure For Reimbursement.** To initiate a request for reimbursement pursuant to paragraph two (2) of this Agreement, the Park, Recreation and Forestry Department shall submit to the Applicant a detailed written accounting of the extraordinary damages and the cost of their repair as evidenced by written receipts. The accounting shall be submitted via first class mail, return receipt requested, to the address the Applicant provided on its Public Gathering/Special Event application. The Applicant shall remit payment no later than thirty (30) days from receipt of the accounting.
4. **Miscellaneous Provisions.**
 - a. **Waiver.** One or more waivers by either party of any provisions, term or condition of this Agreement shall not be construed by either party as a waiver of a subsequent breach of the same by the other party.
 - b. **Severability.** In the event any provisions of this contract shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
 - c. **Governing Law.** This Agreement shall be governed and construed in accordance with the law of the State of Wisconsin.
 - d. **Entire Agreement.** This Agreement constitutes the entire Indemnification and Reimbursement Agreement between the parties, and any change, amendment, or modification must be made in writing and executed by both parties.

IN WITNESS HEREOF, the undersigned have read and understand the contract presented here for Special Event indemnification and reimbursement:

Applicant

By:

Angelmo Villarreal Date: 04-09-15

[Print name:]

Angelmo Villarreal

City of Waukesha

By:

Shawn N. Reilly, Mayor

Date:

By:

Gina Kozlik, City Clerk/Treasurer

Date:

