AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Show-Me State Games, a non-profit corporation organized in the State of Missouri (hereinafter "Contractor") is entered into on the date of the last signatory noted below (the "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. Contractor shall provide the services outlined in its proposal for the Event as submitted to City's Convention and Visitors Bureau, a copy of Contractor's Event Proposal is attached as Exhibit A, at a cost to City of **Twenty Thousand Dollars (\$20,000)**. Contractor agrees that it is responsible for all funds made available to Contractor by this Agreement and further agrees that it will reimburse to City any funds expended in violation of city, state, or federal law or in violation of this Agreement. Should the Event be cancelled, Contractor shall, within thirty (30) days, refund to the City all money paid by the City.

2. Term. The "Term" of this Agreement shall commence on the Effective Date and shall continue until the date that is one hundred twenty (120) days after the Event.

3. Contractor agrees that it will make no changes in the approved Event until the changes are approved in writing by City.

4. Contractor agrees that it is subject to audit and review on request by City. If contractor has a financial audit prepared, that report shall be furnished to City's Convention and Visitors Bureau.

5. Contractor agrees that all funds received from City will be expended as approved by City Council and none of the funds shall be diverted to any other use or purpose, except as recommended by the Convention & Visitors Bureau's Advisory Board and as approved by the City Council. Full records of all expenditures and disbursements and any income from the provision of the Event described in Contractor's proposal shall be kept and open to City inspection during regular business hours.

6. Contractor agrees to provide the Convention and Visitors Bureau with copies of all financial documentation no later than ninety (90) days following the last day of the funded event, as outlined in the Post-Event Documentation Procedures. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Contractor does not provide financial documentation, Contractor may not be eligible for future funding.

7. Contractor agrees that the Convention and Visitors Bureau and City will be recognized as outlined in Contractor's proposal.

8. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence. This clause shall survive termination of this Agreement.

- 9. Termination Provisions.
 - a. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
 - b. By Convenience. With ten (10) days written notice, either Party may terminate this Agreement for convenience.
 - c. By Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.
- 10. Miscellaneous Clauses
 - a. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
 - b. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
 - c. Governing Law and Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
 - d. General Laws. Contractor shall comply with all federal, state, and local

laws, rules, regulations, and ordinances.

- e. Employment of Unauthorized Aliens Prohibited. If this Agreement is an award of a contract or grant in excess of five thousand dollars, Contractor agrees to comply with Missouri State Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract or grant, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- f. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- g. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, or any other protected category. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.
- h. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

<u>If to City:</u> City of Columbia Law Department P.O. Box 6015 Columbia, MO 65205-6015 ATTN: City Counselor

<u>If to Contractor:</u> Show-Me State Games 1400 S. Rock Quarry Road Columbia, MO 65211

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

11. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Contractor's Event Proposal

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

12. Entire Agreement. This Agreement represents the entire and integrated Agreement between Contractor and City. All previous or contemporaneous agreements, representations, promises and conditions relating to Contractor's Event and services described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in triplicate the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: ____

Mike Matthes, City Manager

Date:_____

ATTEST:

- 41₁₁

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor $\mathcal{PR}_{\mathcal{M}}$

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, account number 22904820-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

CONTRACTOR

By:_____

IRS-EIN:_____

Date:_____

ATTEST:

Exhibit

APPLICATION FORM Signature Series Events FY 2019

EVENT NAME: Show-Me STATE GAMES EVENT ORGANIZER: Show-Me STATE GAMES staff EVENT DATES: June 6-9, July 19-21 and July 26-28

Please provide detailed answers to the following questions:

1. How will Tourism Development funds be used?

The Show-Me STATE GAMES is a non-profit organization with the mission of providing all Missourians the opportunity to participate in activities of health, fitness, family and fun. The SMSG is an Olympic-style amateur sports festival with more than 40 sporting events for people of all ages and ability levels. It has grown to become the largest state games in the nation, bringing 57,000+ participants and spectators to Columbia to take part in year-round events.

The Tourism Development Signatures Series funds would be used to help offset expenses associated with the 2019 Show-Me STATE GAMES and Missouri State Senior Games, which include site fees, medals/awards, advertising and officials.

2. How many overnight stays did your event generate last year and how did you track and determine this number? In 2018 we generated 7,422 overnight stays during our summer Games. We have all team sports fill out hotel information cards at registration to determine the number of overnight stays we generate. We do not collect information on hotel stays at registration for all individual sports, many of which span over several days (track and field, bowling, tennis, swimming, etc), meaning our overnight stays are likely higher than our reported number.

In addition to these summer stays, our additional year-round fundraisers including 3v3 soccer in November, and two youth basketball events, as well as a volleyball tournament, generated 911 overnight stays, making our year-round **total 8,333**.

3. What was the attendance of your event last year?

During the summer, the Show-Me STATE GAMES had 20,501 athletes and estimated one spectator per athlete, so overall attendance was approximately 41,002. Total year-round, we had 28,896 athletes and estimated one spectator per athlete, meaning we had approximately 57,792 people involved in our 2018 events.

4. What method do you use to determine total attendance?

For each team sport, the method we use to determine attendance is by multiplying the average number of players per team by the number of teams. For individual sports, we count based on the number of people who register online combined with onsite. For spectator numbers, we estimate 1 person per participant attend as spectators.

5. Describe your marketing plan and explain media coverage.

The Show-Me STATE GAMES uses direct mail to reach many of our previous participants, including flyers and reminder postcards. We also utilize various in-kind promotional tools to reach out to new participants, including posters, newspaper advertising, radio and television spots. Finally, we utilize free and low-cost social marketing tools such as an e-newsletter, Facebook and listings on community calendars and sport sites, as well as our own website. We also engage in year-round media relations. We send press releases year-round through the Missouri Press Association as well as an internal media list about upcoming events, awards, results and more. We also appear on television and radio programming to promote the GAMES. In 2018, we had coverage from more than 50 outlets throughout the state, enhanced through our ten-city Torch Run, which made stops and generated exposure in Joplin, Springfield, Kansas City, St. Joseph, Cape Girardeau, St. Charles, Hannibal, St. Louis, Columbia and Jefferson City.

6. Describe your sponsorship plan and attach a copy of your sponsorship packet.

Our list of current sponsors and current sponsor levels is attached.

7. What is your total budget for this event? (Please use the attached budget form.) Attached

SIGNATURE PAGE:

Organization Name: Show-Me STATE GAMES

Primary Contact: (Person responsible for daily operation of this event. All correspondence and contact will be addressed to this person). Dave Fox

Address of Organization (Please DO NOT use P.O. Box Address):

Street: 1400 Rock Quarry Rd Entrance 5 Columbia, MO 65211

Phone: 573-882-2101

FAX: 573-884-4004

E-mail: foxdg@Missouri.edu

I, the undersigned, do hereby agree to submit all financial documentation regarding TDP expenditures. I further agree that all TDP funds will be used for only those approved items as outlined in this application.

Signature of President or Chair of Organization

Date

18

Signature of Applicant/Primary Contact

Date

9/28/18

TOTAL BUDGET FY2019

City of Columbia – Convention & Visitors Bureau TOURISM DEVELOPMENT FUND Signature Series Events (SS)

EVENT BUDGET DESCRIPTION - R E V E N U E S Round to the nearest dollar

ORGANIZATION NAME: Show-Me STATE GAMES

EVENT NAME: Show-Me STATE GAMES

	1	2	3
REVENUES	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships	\$ 359,222	\$ 352,208	\$711,430
 Government Support** (city, county, schools, etc.) A. Boone County Commission 	\$18,000	0	\$18,000
B. City of Columbia	\$28,000	0	\$28,000
C. CVB Tourism Development Fund	\$12,500	0	\$12,500
3. Entry Fees	\$308,434	0	\$308,434
4. Merchandise	\$30,950	0	\$30,950
5 Advertising Sales	\$1,390	0	\$1,390
6. Patrons	\$36,070	0	\$36,070
7. Fundraisers	\$115,047	0	\$115,047
8. Misc.		0	
TOTAL REVENUE	909,612	\$ 352,208	\$1,261,820

*In-kind good or service anticipated	Source of donation	Estimated value
Print products	Walsworth Publishing	\$50,000
Radio production/advertising	Benne Media Group	\$75,000
TV production/advertising	KOMU-TV	\$100,000
Print and online ads / print materials	Columbia Daily Tribune	\$ 10,000
TV advertising	Mediacom	\$15,000
EMS/Trainer services	MU Health Care	\$24,644
Facilities	Columbia College	\$3,500
Facilities rental and staffing	Columbia Parks and Rec	\$49,064
Facilities	Columbia Public Schools	\$25,000

EVENT BUDGET DESCRIPTION continued. - E X P E N D I T U R E S Signature Series Events (SS)

Round to the nearest dollar

ORGANIZATION NAME: Show-Me STATE GAMES

EVENT NAME: Show-Me STATE GAMES

EXPENDITURES	CASH	CASH	*IN-KIND	TOTAL
(itemize items in excess of \$100.00)	Tourism Development Funds – 12,500	Other	should net to zero	
1.Personnel				
Salaries		\$285,810	0	\$285,810
Benefits		\$96,235	0	\$96,235
Administrative				
Medical		\$0	\$24,644	\$24,644
2. Rental				
Rent/lease facilities		\$17,756	\$74,564	\$92,320
Rent/lease Arena		\$11,310	0	\$11,310
Rent/lease equipment		\$6,575	0	\$6,575
3. Supplies & Materials		÷		
Supplies/Services/Medals	\$12,500	\$108,912	0	\$121,412
Merchandise Expenses		\$17,547	0	\$17,547
Merchandise Inventory		0	0	0
4. Travel		\$13,592	0	\$13,592
5. Promotion and Publicity				
Advertising		\$6,630	\$250,000	\$256,630
Reproduction		\$7,107	0	\$7,107
Postage		\$17,955	0	\$17,955
6. Other (be specific)				
Telephone		\$3,572	0	\$3,572
VIP reception		\$3,020	0	\$3,020
Professional Services		\$127,500	0	\$127,500
Computer Services		\$7,212	0	\$7,212
Audrey Walton Youth Leadership		\$16,575	0	\$16,575
Opening Ceremonies		\$8,627	0	\$8,627

TOTAL REVENUES (from page 5)		909,612	\$ 349,208	\$1,258,820	
TOTAL EXPENDITURES	\$12,500	\$824,186	\$ 349,208	\$1,185,894	
Misc Credit Card Expenses		\$8,879	0	\$8,879	
Misc.		\$3,605		\$3,605	
Fundraisers		\$54,099	0	\$54,099	
Torch Run		\$1,668		\$1,668	

*In-kind should net to zero

	Show-Me STATE GAMES Missouri State Senior Games Budget for the 2017-18 Fiscal Year October 1, 2017 - September 30, 2018		Show-Me STATE GAMES Missouri State Senior Games Budget for the 2016-17 Fiscal Year October 1, 2016 - September 30, 2017			Show-Me STATE GAMES Missouri State Senior Games Budget for the 2015-16 Fiscal Year October 1, 2015 - September 30, 2016			
REVENUE	SMSG	MSSG	TOTAL	SMSG	MSSG	TOTAL	SMSG	MSSG	TOTAL
				1 (d. 147)			- 化表 法心理	14 14 4	14 H H
Entry Fees	\$278,434	\$30,000	\$308,434	\$300,585	\$19,680	\$320,265	\$309,575	\$31,208	\$340,783
Merchandising	\$30,950		\$30,950	\$29,598	2. 191	\$29,598	\$32,420	\$0	\$32,420
Fund Raisers	\$115,047		\$115,047	\$109,818		\$109,818	\$153,017	\$0	\$153,017
Advertising	\$1,390		\$1,390	\$425	S. La Z	\$425	\$5,150	\$0	\$5,150
Sponsorship	\$403,272	\$14,450	\$417,722	\$419,522	\$14,670	\$434,192	\$407,835	\$17,895	\$425,730
Patrons	\$36,070		\$36,070	\$11,175		\$11,175	\$27,811	\$0	\$27,811
Miscellaneous			\$0	and the second		\$0	\$305	\$0	\$305
TOTAL	\$865,162	\$44,450	\$909,612	\$871,124	\$34,350	\$905,474	\$936,112	\$49,103	\$985,215
EXPENSES				10 and 10		있는 것이다.	AND LOSS		
Salaries	\$285,810		\$285,810	\$280,314	a Sauce	\$280,314	\$370,446	\$0	\$370,446
Benefits	\$96,235		\$96,235	\$88,954	S HOLL I	\$88,954	\$102,914	\$0	\$102,914
Travel	\$10,092	\$3,500	\$13,592	\$9,732	\$3,777	\$13,510	\$13,156	\$2,587	\$15,743
Postage	\$16,455	\$1,500	\$17,955	\$15,593	\$1,397	\$16,991	\$18,218	\$1,160	\$19,378
Telephone	\$3,572		\$3,572	\$3,646	Section 1	\$3,646	\$5,030	\$0	\$5,030
Advertising	\$6,630		\$6,630	\$5,759	18. mailte	\$5,759	\$5,467	50	\$5,467
Rent/Lease Facilities	\$14,256	\$3,500	\$17,756	\$14,256	\$3,371	\$17,627	\$4,090	\$4,265	\$8,356
Rent/Lease Arena	\$11,310		\$11,310	\$11,310		\$11,310	\$22,092	\$0	\$22,092
Rent/Lease Equipment	\$5,075	\$1,500	\$6,575	\$4,444	\$1,424	\$5,868	\$4,935	\$749	\$5,684
Reproduction	\$4,357	\$2,750	\$7,107	\$4,013	\$2,786	\$6,800	\$3,932	\$2,796	\$6,728
Supplies/Services	\$113,912	\$7,500	\$121,412	\$113,751	\$7,308	\$121,059	\$140,526	\$2,332	\$142,858
Other Professional Services	\$120,000	\$7,500	\$127,500	\$115,871	\$7,154	\$123,025	\$111,649	\$6,909	\$118,558
Merchandising Expenses	\$17,547		\$17,547	\$8,474	100.0	\$8,474	\$13,749	\$0	\$13,749
Miscellaneous credit card charges	\$8,879		\$8,879	\$7,148	집에 나 다음	\$7,148	\$7,962	\$0	\$7,962
Computer Services	\$7,212		\$7,212	\$6,284	5 B.	\$6,284	\$5,845	\$0	\$5,845
AWYL	\$16,575		\$16,575	\$13,627	and the second s	\$13,627	\$16,929	\$0	\$16,929
Miscellaneous	\$3,605		\$3,605	\$3,315	Sec. 19	\$3,315	\$2,750	\$0	\$2,750
Torch run	\$1,668		\$1,668	\$1,662	1. 1. 1.	\$1,662	\$1,799	\$0	\$1,799
Opening Ceremonies	\$8,627		\$8,627	\$8,627		\$8,627	\$3,228	\$0	\$3,228
Fundraisers	\$54,099		\$54,099	\$49,815	Sec.	\$49,815	\$48,975	\$0	\$48,975
Merchandising Inventory	\$0		\$0	(\$2,119)	66.055	(\$2,119)	(\$5,652)	\$0	(\$5,652)
VIP Reception	\$3,020		\$3,020	\$3,020	1.2803	\$3,020	\$6,068	\$0	\$6,068
Balance Forward			\$0	a the franks	21.21.24	\$0	\$0	\$0	\$0
TOTAL EXPENSES	\$808,935	\$27,750	\$836,685	\$767,497	\$27,218	\$794,714	\$904,110	\$20,798	\$924,908
BALANCE	\$56,227	\$16,700	\$72,927	\$103,627	\$7,132	\$110,759	\$32,002	\$28,305	\$60,307

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Thank you to our Sponsors We appreciate your support!

Principal Sponsors



GRAVOUS MILLS AND LAUSEE

Sponsor Benefits

PRINCIPAL

PRINT

- Logo on all participant shirts, all entry posters (48,000+), all event postcards (20,000+), all fact sheets and sports flyers (500+)
- Full page Ad in 5,000 SMSG Souvenir Programs
- Quarter page Ad in 1,000 Senior Games Programs
- · Logo on seven ads in Columbia Daily Tribune
- · Logo on cover of souvenir program and annual report

ONLINE

- •Quarterly Facebook, Twitter and Instagram mentions
- Logo in monthly enewsletter
- •BI-Annual opportunity to be featured in enewsletter
- Rotating ad on sport pages
 Logo and Link on SMSG Sponsor Page
- Logo and Link rotating on SMSG homepage and all sport pages

CORPORATE SIGNAGE

- •4x6 Corporate Sign for: 3 weekends in front of Hearnes, 3v3 Soccer in June and November, and Hoopin It Up Basketball in February and March
- Digital Signage at the Opening Ceremonies

RADIO/TV

 Logo on 2,000 TV spots ran statewide • Mentions in 300 radio spots on Power 97.7

OTHER

- •6 Mizzou Football tickets
- SMSG participant shirts provided
- VIP Event Invitations
- Display booth at SMSG events
- Opportunity to present Medals
- Reserved seating at Opening Ceremonies

MAJOR

PRINT

- Logo on all entry posters (48.000+)
- Half page Ad and Logo in 5,000 SMSG Souvenir Programs
- Logo on back cover of annual report

ONLINE

- Bi-Annual Facebook, Twitter and Instagram mentions
- Annual opportunity to be
- featured in enewsletter
- Rotating ad on all sport pages Logo and Link on SMSG Sponsor Page

CORPORATE SIGNAGE

•4x4 Corporate Sign for 3 weekends in front of Hearnes • Digital Signage at the Opening Ceremonies

OTHER

•4 Mizzou Football tickets SMSG participant shirts provided •VIP Event Invitations • Display booth at SMSG events Opportunity to present Medals Reserved seating at Opening Ceremonies

THE GAMES

The Show-Me STATE GAMES is a non-profit program of the Governor's Council on physical fitness and health. Our mission is to provide all Missourlans the opportunity to participate in activities of health, fitness, family and fun.

GENERAL

PRINT

- . Logo on all entry posters (48,000+) •Quarter page Ad and Logo in
- 5,000 SMSG Souvenir Programs . Logo on back cover of annual report

ONLINE

•Annual Facebook, Twitter and Instagram mentions . Logo and Link on SMSG Sponsor Page

CORPORATE SIGNAGE

•4x3 Corporate Sign for 3 weekends in front of Hearnes Digital Signage at the Opening Ceremonies

OTHER

 SMSG participant shirts VIP Event Invitations Opportunity to present Medals Reserved seating at Opening Ceremonies

2018 STATS

The 2018 SMSG summer competition had 20,501 participants, with year-round participation, alone, exceeding 28,000. Spectator and athlete totals for the Show-Me STATE GAMES topped over 57,000 for 2018|

Direct economic impact: More than \$11.5 million

PRINT

•Quarter page Ad in 5,000 SMSG Souvenir Programs

ONLINE

Annual Facebook, Twitter and Instagram mentionsLogo and Link on Adopted Sport's Page

CORPORATE SIGNAGE Digital Signage at the

Opening Ceremonies

OTHER

- SMSG participant shirts VIP Event Invitations
- Opportunity to present Medals
- Reserved seating at
- Opening Ceremonies
- Opportunity to Adopt-A-Sport



- 6,114 Facebook Fans 34% age 17-34 29% age 35-44 37% 45+
- 2,612 Twitter Followers
- 404 Instagram Followers . 34,581 enewsletter
- subscribers



BUSINESS

SMSG 2018 STEERING COMMITTEE

Organization Name

Shelter Insurance University of Missouri Athletics Columbia Public Schools City of Columbia KOMU Columbia Chamber of Commerce University of Missouri Missouri Lottery MSHSAA City of Columbia CVB Missouri Lottery Holiday Inn Exec MEM University of Missouri Health Care University of Missouri Frank Thompson Tim Hickman Bruce Whitesides Mike Matthes Matt Garrett Matt McCormick Kate Fleming May Scheve Kerwin Urhahn Amy Schneider Susan Goedde Teri Weise Jim Owen Marty McCormick Gary Ward

Contact