

**Agenda**  
**Public Works Committee Meeting**  
**625 52<sup>nd</sup> Street, Room 202**  
**Monday, May 13, 2024**  
**5:30 PM**

Chairperson Jack Rose  
Vice Chairperson Dominic Ruffalo  
Alderspersion Brandi Ferree

Alderspersion Peni Keeling  
Alderspersion Anthony Kennedy  
Alderspersion Bill Siel

Call to Order  
Roll Call  
Citizen Comments

Approval of the minutes of the meeting held on April 22, 2024.

1. Request from Education Youth Outreach and Regimen Barber Collective for Use of 13th Court from 54th Street to 52nd Street and City Sidewalks on June 15, 2024 for the Juneteenth Kenosha Festival and Activities. (District 7) (referred to Parks) **Pgs. 1-12**
2. Request from Kenosha Pride, Inc. for Use of City Streets, Sidewalks, Celebration Place and Closure of Italiana Circle for Kenosha Pride 2024 on July 6, 2024 for Kenosha Pride 2024. (District 2) **Pgs. 13-24**
3. Request from Bryant's Legacy Foundation for Use of Celebration Place and Closure of Italiana Circle on August 9-10, 2024 for Bryant's Family Fun Night. (District 2) **Pgs. 25-36**
4. Request from Kenosha Community Sailing Center for Use of Promenade Along 54th Street for Lakefest on August 24, 2024 for Lakefest. (District 2) (referred to Parks) **Pgs. 37-45**
5. Acceptance of KAT Phase II Subdivision Public Improvements (40th Street and 41st Street from 34th Avenue to 32nd Avenue, 44th Street from 34th Avenue to 33rd Avenue and 33rd Avenue from 40th Street to 44th Street). (District 10) (referred to SWU) **Pgs. 46-48**
6. Resolution by Finance Committee - Resolution to Correct Resolution #35-24 for Project 23-1044 56th Avenue & 42nd Avenue Resurfacing. (District 15) (referred to Finance) **Pg. 49**
7. Resolution by Finance Committee - Resolution to Correct Resolution #36-24 for Project 23-1206 Sidewalk & Curb/Gutter Program West. (Districts 8, 14 & 15) (referred to Finance) **Pg. 50**

8. Resolution by Finance Committee - Resolution to Correct Resolution #37-24 for Project 23-1207 Sidewalk & Curb/Gutter Program North. (Districts 5 & 7) (referred to Finance) **Pg. 51**
9. Resolution by Finance Committee - Resolution to Correct Resolution #38-24 for Project 23-1208 Sidewalk & Curb/Gutter Program South. (District 13) (referred to Finance) **Pg. 52**
10. Resolution by Committee on Public Works - Preliminary Resolution Declaring Intent to Levy Assessments for Hazardous Sidewalk and/or Driveway Approach for Project 24-1045 8th Avenue Resurfacing (8th Avenue - 51st Place to 48th Street). (District 2) **Pgs. 53-54**
11. Resolution by the Mayor - To Approve a Two-Lot Certified Survey Map for Property Located at 3002 128th Avenue. (38th Street, LLC) (District 16) (CP Approved Ayes 7, Noes 0) **Pgs. 55-65**
12. Permanent Limited Utility Easement By and Between 38th Street, LLC, Route 142, LLC and City of Kenosha, Wisconsin. (District 16) **Pgs. 66-85**

## ALDERPERSONS' COMMENTS

*IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4020 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.*

PUBLIC WORKS COMMITTEE  
- MINUTES -

MONDAY, APRIL 22, 2024  
5:30 PM

Chairperson Jack Rose  
Vice Chairperson Dominic Ruffalo  
Aldersperson Brandi Ferree

Aldersperson Peni Keeling  
Aldersperson Anthony Kennedy  
Aldersperson Bill Siel

The regular meeting of the Public Works Committee was held on Monday, April 22, 2024 in Room 202 of the Municipal Building. At roll call the following members were present: Chairperson Jack Rose, Vice Chairperson Dominic Ruffalo, Alderspersons Brandi Ferree, Peni Kelling, and Anthony Kennedy. Aldersperson Bill Siel was excused. The meeting was called to order at 5:46 PM. Staff members in attendance were Brian Cater, Director of Public Works; Greg Boldt, Deputy Director of Public Works/City Engineer; Curt Czarnecki, General Manager of Water Utility; Kris Kochman, Community Relations Liaison; and Aldersperson Pizzala.

Citizen's Comments: None

Approval of the minutes of the meetings held on April 8, 2024 and April 15, 2024.

It was moved by Aldersperson Kennedy, seconded by Aldersperson Ruffalo to approve. Motion passed 5-0.

1. Request from 38th Street LLC for Sidewalk Exception for Properties Located on the North and South Sides of 38th Street between 128th Avenue and 136th Avenue. (Parcels 08-221-25-252-041, 08-221-25-351-200 and 08-221-25-351-101). (District 16)  
Public Hearing: No one spoke.  
It was moved by Aldersperson Ruffalo, seconded by Aldersperson Ferree to approve. Motion passed 4-1.
2. Request from The InCrowd LLC for Use of the East Side of 7th Avenue Adjacent to Pennoyer Park for The Keno Night Market on May 25, June 22 and July 27, August 24 and September 28, 2024. (District 1) (referred to Parks)  
Public Hearing: Jaramie Brantley, 2418 67th St, spoke about the event and answered questions. Kris Kochman also answered questions.  
It was moved by Aldersperson Ruffalo, seconded by Aldersperson Kennedy to approve. Motion passed 5-0.
3. Request from Lemon Street Gallery for Use of the West Side of 7th Avenue Adjacent to Union Park on June 16, July 21, August 18, September 15 and October 20, 2024 (Rain Date June 23, July 28, August 25, September 22 and October 27, 2024). (District 1) (referred to Parks)  
Public Hearing: Brenna Eaves, 1185 58th Avenue, spoke about the event.  
It was moved by Aldersperson Kennedy, seconded by Aldersperson Keeling to approve. Motion passed 5-0.
4. Request from City of Kenosha for Use of Parcel J, Celebration Place, City-Owned Parking Lots and Closure of City Streets for Celebrate America on July 4-7, 2024. (District 2) (referred to Parks)  
It was moved by Aldersperson Kennedy, seconded by Aldersperson Keeling to approve. Motion passed 5-0.

5. Request from Kenosha Classic Street Machines for Use of City Streets, Sidewalks and Parcel A for the Downtown Classic Car Cruise In on August 31, 2024 (Rain Date September 7, 2024). (District 2)  
Public Hearing: Randy Kavalauskas, 3420 Weymouth Pl, Mt. Pleasant, spoke about the event.  
It was moved by Alderperson Kennedy, seconded by Alderperson Keeling to approve.  
Motion passed 5-0.
6. Award of Contract for Project 24-1048 21st Avenue Resurfacing (21st Avenue - 52nd Street to 54th Street) to LaLonde Contractors Inc. (Waukesha, WI) in the amount of \$364,600. (District 2) (referred to SWU)  
It was moved by Alderperson Kennedy, seconded by Alderperson Ruffalo to approve.  
Motion passed 5-0.
7. Acceptance of Project 19-1255 Strawberry Creek Lighting (72nd Street to 141st Avenue to 66th Place) which has been satisfactorily completed by WIL-Surge Electric Inc. (Butler, WI). The final amount of the contract is \$253,984. (District 16)  
It was moved by Alderperson Ruffalo, seconded by Alderperson Kennedy to approve.  
Motion passed 5-0.
8. Resolution by the Mayor - To Amend Condition #8 of Resolution #140-23 to Grant a Six-Month Extension for the Recording of a Two-Lot Certified Survey Map for Property at 6209 28th Avenue. (JRC Specialty Leasing, LLC) (District 12) (CPC Approved Ayes 9, Noes 0)  
It was moved by Alderperson Kennedy, seconded by Alderperson Keeling to approve.  
Motion passed 5-0.
9. SiFi Update.  
Jean Miller, 4611 Green Bay Rd, gave an update.  
It was moved by Alderperson Kennedy, seconded by Alderperson Keeling to receive and file. Motion passed 5-0.
10. CIP Project Status Report.  
Greg Boldt gave an update.  
It was moved by Alderperson Kennedy, seconded by Alderperson Ruffalo to approve.  
Motion passed 5-0.

#### ALDERPERSONS' COMMENTS

Chairperson Rose welcomed the new members to the committee.

ADJOURNMENT – There being no further business to come before the Public Works Committee, it was moved by Alderperson Kennedy, seconded by Alderperson Keeling and unanimously approved to adjourn the meeting at 6:08 PM.

May 7, 2024

**TO:** Eric Haugaard, Chairperson of Park Commission (District 1)  
Jack Rose, Chairperson of Public Works Committee (District 15)

**CC:** Alderperson Haugaard (District 1)  
Alderperson Siel (District 2)  
Alderperson Mackay (District 7)  
Kris Kochman, Community Relations Liaison

**FROM:** Katie Elder, CPRP                                      Brian Cater, PE  
Director of Parks                                      Director of Public Works

**RE:** Park Commission: Request from Education Youth Outreach and Regimen Barber Collective for use of Pennoyer Park Bandshell on June 15, 2024 and use of Civic Center Park on June 19, 2024 to hold the Juneteenth Kenosha Festival and Activities. (Districts 1 & 2)

Public Works Committee: Request from Education Youth Outreach and Regimen Barber Collective for use of 13th Court from 54th Street to 52nd Street and City Sidewalks on June 15, 2024 to hold the Juneteenth Kenosha Festival and Activities. (District 7)

**BACKGROUND/ANALYSIS**

Education Youth Outreach and Regimen Barber Collective is requesting from the Board of Park Commission the use of Pennoyer Park Bandshell to start procession to Boys & Girls Club on June 15, 2024 and use of Civic Center Park on June 19, 2024 to:

and from the Public Works Committee the use of 13th Court from 54th Street to 52nd Street and City Sidewalks on June 15, 2024 to

- a. Hold the Juneteenth Kenosha Festival and Activities
- b. Have set up on June 15, 2024 from 6AM
- c. Hold the event on June 15, 2024 beginning at 6AM
- d. Close 13th Court from 54th Street to 52nd Street on June 15, 2024 of event in accordance with Fire Department restrictions
- e. Have Food and Merchandise Vendors
- f. Have Artwork Displays/Sales
- g. Have Temporary Signage and Structures (Tents, Inflatables, Staging, Trailers, Dunk Tank and Portable Restrooms
- h. Have Animal Rides, Petting Zoo
- i. Have Amplified Sound (Announcements/Speeches)
- j. Have Carnival, Games
- k. Have Public Entertainment (Band, DJ)
- l. Have a Sports Tournament (list type)
- m. Sell Fermented Malt and/or Wine Beverages [wristbands for 21+ or restricted area]

Event hours on June 15, 2024 will be 6AM-7PM. Setup will take place beginning at 6AM on the day of the event (except for road closures) and take down is scheduled following the completion of the event. \*\*\*Road closure would be in place on June 15, 2024 only during event hours through take down.

Event hours on June 19, 2024 will be 12PM-1:15PM. Setup will take place beginning at 11:30AM on the day of the event and take down is scheduled following the completion of the event.

Assuming availability, as determined by City Staff, the requested equipment will be supplied by the Department of Parks and Public Works Department.

The event description: "Cancer awareness walk from Pennoyer Park Bandshell to Juneteenth Kenosha Festival with vendors, activities and entertainment. Juneteenth proclamation reading and program on June 19, 2024."

## **CONDITIONS OF APPROVAL**

**If conditions are not followed, the event may be shut down by the City, and any future events may be rejected.**

1. Approved Operation of the following activities:
  - a. Have Food and Merchandise Vendors
  - b. Have Artwork Displays/Sales
  - c. Have Temporary Signage and Structures (Tents, Inflatables, Staging, Trailers, Dunk Tank and Portable Restrooms
  - d. Have Animal Rides, Petting Zoo
  - e. Have Amplified Sound (Announcements/Speeches)
  - f. Have Carnival, Games
  - g. Have Public Entertainment (Band, DJ)
  - h. Have a Sports Tournament
  - i. Sell Fermented Malt and/or Wine Beverages [wristbands for 21+ or restricted area]
2. Closure of 13th Court from 54th Street to 52nd Street must be closed adhering to all restrictions in accordance with Kenosha Fire Department requirements which include, but are not limited to, maintaining a minimum of 12 feet access at all times, no structures other than tents are allowed in the roadway for this event, and all items placed in the roadway must be easily moved if Emergency personnel are required.
  - a. Submit a copy of the notification to all affected properties to Kris Kochman a minimum of 7-days prior to the event.
  - b. Traffic control must be set up in accordance with the attached traffic control plan and upon completion of the event returned back to lawn park areas or locations that the City left them for use.
  - c. A sample of the "NO PARKING" sign will be supplied along with a color sample. The applicant is responsible for having the signs printed, supplying the lath for posting and placing the signs along sections as depicted on the attached map. These signs must be posted, by the event organizer, at least 24 hours before each event. Applicants are responsible for their removal upon completion of the event.
3. Vendor list with contact information must be submitted a minimum of 14 business days before the event to Kenosha Fire and Kenosha County Health.
  - a. Event Organizers may reach out to Kenosha County Public Health staff who are available to review plans and have discussion for any event.
  - b. The applicant must contact the Fire Prevention Bureau at 262.653.4410 or 262.653.4109 a minimum of fourteen (14) days prior to the event in order to coordinate inspections for the day of the event. All food trucks with grease laden vapors are required to have a fire suppression unit in their trucks per City Ordinance and State Fire Code.
4. Applicants must obtain a Temporary Class "B" license from the City Clerk-Treasurer's office. They can be contacted at 262.653.4020 or by emailing [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org). Applicants must apply a minimum of 30 days prior to the event.
5. All signage must comply with Chapter 15 of the Code of General Ordinances.
6. Per [WI State Statute 182.0175](#), the applicant is responsible for planning and performance of any type of ground penetration and excavation by providing advanced notice to Digger's Hotline (call 1.800.242.8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location.
7. Applicants are responsible for litter and debris and the site must be picked up at the end of the event.
  - a. Applicants are required to place all recyclables and trash in designated areas as determined by the Department of Parks. Recycling shall comply with the City of Kenosha recycling rules ([Code of General Ordinances 5.119](#) (H. Recyclable materials)). All other items shall be placed in the trash containers. If Recycling Containers are contaminated by items, other than those listed, applicants may be subject to additional charges.
8. The City can only authorize uses of City owned property or public rights-of-way. Any activity shown on private property must be authorized by the owner.
  - a. Applicants will be responsible for any damage caused to City property as a result of this event.
9. Submission of an Operational & Security Plan and Safety & Evacuation Plan (per NFPA 1 Chapter 10) is required and must be approved by the City Staff. These plans shall be submitted within 30-60 days prior to the start of the event. Please note the event will not be allowed to begin until approval is obtained and final authorization letter is executed.
10. Event Organizers must receive prior permission from the Department of Public Works (a minimum of 14 days prior to the event) for any request for directional markings on any structure, fixture, surface within the City's jurisdiction. If the request is approved, by the Department of Public Works, only the use of dry stick sidewalk-type chinks. All spray paints and spray chinks of any kind regardless of the claims by the manufacturer will be strictly prohibited. The use of such products will result in the organization being billed for all costs incurred to remove marks and/or restore the clean appearance of city paved surfaces and face the possible loss of permit privileges in the future. To establish the locations within the event area, organizers of all future events will be required to limit the use of markings to temporary signs on lath or similar posts or the use of dry stick sidewalk-type chinks only. There will be no exceptions allowed for weather-related reasons or other.
11. The Applicant must:

## CONDITIONS OF APPROVAL

**If conditions are not followed, the event may be shut down by the City, and any future events may be rejected.**

- a. Supervise all persons using the location under authority of the Special event permit.
  - b. Reimburse the City for any costs incurred in enforcing Permit Standards and Conditions within 30 days of receiving an invoice.
    - i. Event is subject to the annual fee table upon approval by Committee(s)
  - c. Procure any license or other permits required for this activity.
  - d. Obtain approval from City Development for any on site signage and obtain any necessary permits.
  - e. Provide private security for traffic issues, parking and/or crowd control.
12. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin as required by paragraph L of the Special Event Ordinance. The endorsements need to be filed in addition to the Certificate. These must be received fourteen (14) days prior to the event start date.
13. The event will be required to meet all requirements in the Code of General Ordinances for the City of Kenosha that are in effect at the time of the event.
14. Compliance with applicable Federal, State, County and City laws, rules and regulations including licensing conditions and operational requirements contained within Sections 5.04, 6.05, 12.02, 12.03, 12.04, 12.05, 13.03, 13.035, and 14.025.



No Right Turn



No Right Turn (1)

No Left Turn



No Left Turn (1)

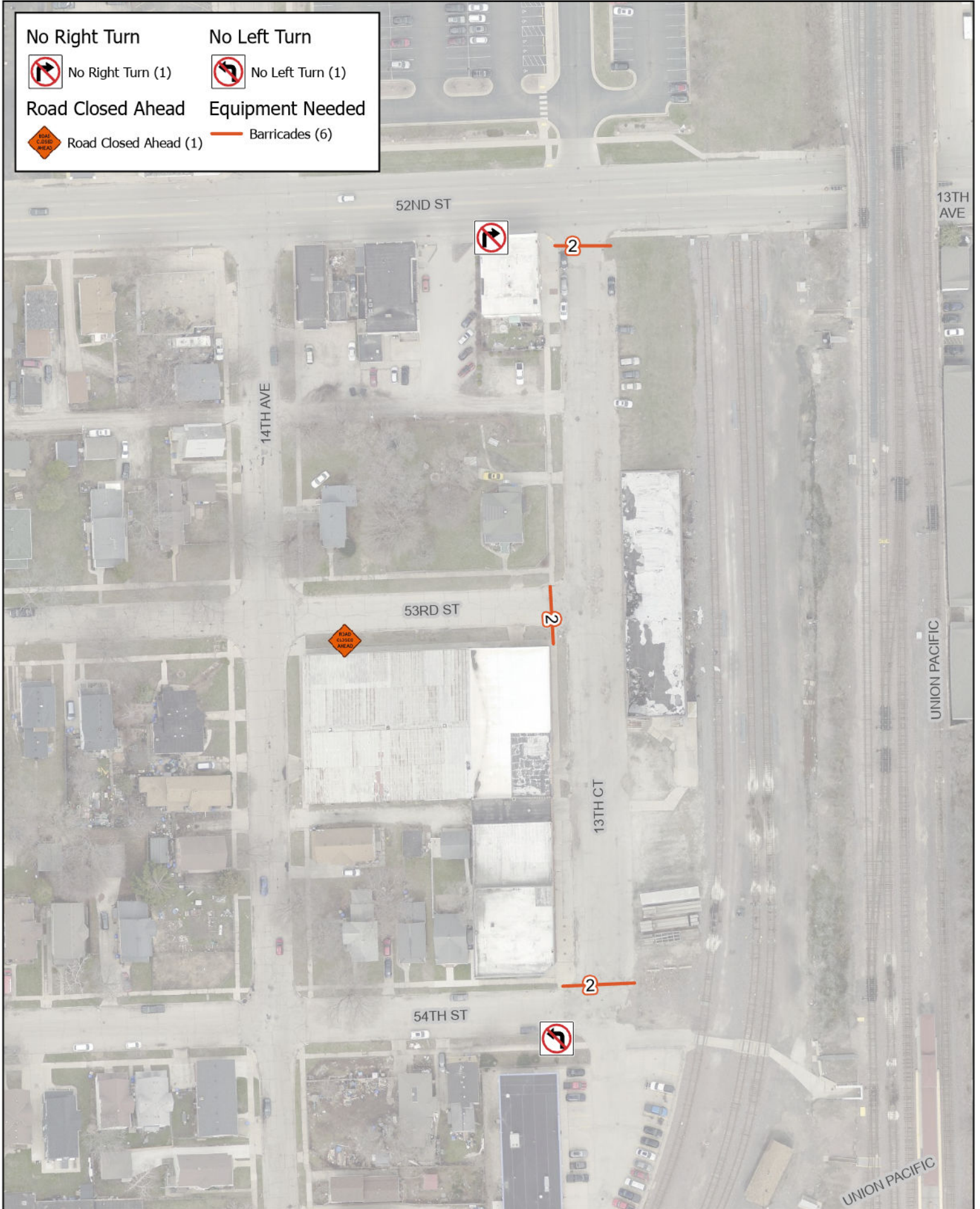
Road Closed Ahead



Road Closed Ahead (1)

Equipment Needed

Barricades (6)







Application for a Special Event Permit\*  
Form #ADM400 (rev. 12/2021)

\*Subject to Change

Nonrefundable Fee: \$100 if submitted 45 days or more before an event

Nonrefundable Fee: \$500 if submitted 30-45 days before an event

Applications for an event less than 30 days away will not be considered  
Fee waived by ordinance

Before completing this application, carefully read the Special Event Planning Guide found at [www.kenosha.org](http://www.kenosha.org)

Event Name: Juneteenth Kenosha Festival and activities

Event Date(s) Requested: June 15th, 19th, 22nd

Rain Date(s): June 22nd

A. Event Organization

1. Organization's Name: Education Youth Outreach and Regimen Barber Collective

2. Does this organization hold not-for-profit status?  No  Yes (Please provide verification of 501(c) 3 status by submitting organization's IRS determination letter which outlined your tax-exemption or call IRS Customer Service at 1-877-829-5500 to request a copy). Required to receive non-profit rate for equipment rental.

3. Organization's Address: 1345 52nd Street City: Kenosha State: WI Zip: 53140

4. Contact Person: Alvin D. Owens

5. Contact Phone: 773.517.6568 Contact Email: Juneteenthkeno@gmail.com

B. Event Location

1. Location (check all that apply):

- City Street
- City Sidewalk
- City Park
- City-Owned Building\*
- City Owned Parcels
- Water Utility Property
- Airport Property
- Transit Property

Name & Address of the park, and any building\* (includes shelter, concession area, bandshell, etc.):  
13th Court between 52nd through 54th → Pennoyes Park / Civic Center

2. Does the event require any streets to be closed?  Yes  No

Name of street: 13th Court From: 6am To: 9pm

3. Type of street use requiring closure:  Parade  Run or Walk  Other: Vendor market

4. Attach a scaled site plan of the event location and include the following if applicable:  Site Plan Attached

- Fences
- Beer Garden
- Waste Containers
- Stages
- Temporary Structures (tents, trailers, etc.)
- Entrances/Exits
- Staging Areas
- Portable Toilets
- Signage
- Volunteer Check-in
- Vendor locations
- Routes & Traffic Lanes (including barricades)
- Parking (including handicapped spaces)
- Street parking restrictions

**C. Event Operation Plan & Details**

1. Attach additional pages for events more than 3 days. Each day's event times must be listed.

SET-UP DATE	DAY 1 EVENT DATE	DAY 2 EVENT DATE	DAY 3 EVENT DATE	TEAR-DOWN DATE
6/15	6/15	6/19	<del>6/22</del> pending	Same dates
SET-UP TIME	DAY 1 START & END TIMES	DAY 2 START & END TIMES	DAY 3 START & END TIMES	TEAR-DOWN TIME
6am	6am-7pm	11am-3pm	<del>11am-330pm</del>	Same dates

2. Estimated Number of Attendees Per Day: 500plus

7 pm

3. Event Description (provide a brief description of the event; attach additional pages if needed):

- CANCER AWARENESS WALK - from PENNYKER PARK BANDSHELL to Sunteachin
- June 15th KENOSHA FESTIVAL - Vendors, Activities, Entertainment
- SITE MAP ATTACHED.

4. Indicate if the event will have any of the following (check all that apply):

- |  |   |  |   |
|--|---|--|---|
| <input checked="" type="checkbox"/> Food Vendors | <input checked="" type="checkbox"/> Merchandise Vendors   | <input checked="" type="checkbox"/> Artwork Displays/Sales | <input checked="" type="checkbox"/> Signage                             |
| <input checked="" type="checkbox"/> Animal Rides | <input checked="" type="checkbox"/> Petting Zoo   | <input type="checkbox"/> Rides                             | <input checked="" type="checkbox"/> Announcements/Speeches              |
| <input type="checkbox"/> Fireworks*              | <input type="checkbox"/> Bonfire*   | <input type="checkbox"/> Pyrotechnic Devices*              | <input type="checkbox"/> Horse Drawn Vehicles**                         |
| <input checked="" type="checkbox"/> Carnival     | <input type="checkbox"/> Circus   | <input checked="" type="checkbox"/> Games                  | <input checked="" type="checkbox"/> Public Entertainment                |
| <input checked="" type="checkbox"/> Other: _____ | <input checked="" type="checkbox"/> Sports tournament (list type: softball, hardball, rugby, etc.): _____ | <input checked="" type="checkbox"/> Band                   | <input checked="" type="checkbox"/> DJ <input type="checkbox"/> Theatre |

\*If approved by the Parks Commission, an [Open Burning/Fireworks Permit](#) may be obtained a minimum of fourteen (14) business days before the event. For details, contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109.

\*\*The event must be in compliance with [Chapter 14.025 C & D](#) of the Code of General Ordinances.

**D. Beer/Wine**

1. Will beer and/or wine be served or sold at the event?  Yes  No (If no, skip to section E.)  
**Event staff or security will check identification and issue wristbands to anyone age 21 and older who wishes to purchase beer or wine.**

2. Name of organization applying for the Temporary Class "B" Retailer's License: Regimen Barber Collective  
 Contact the City Clerk-Treasurer's office at 262-653-4020 or by emailing [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org) a minimum of 30 days prior to the event to obtain a [Temporary Class "B"/"Class B" Retailer's License](#).

3. Specify, for each day of sale, the start and end times when beer/wine will be sold. Attach additional sheets if needed for more than 3 days. Note: If the event is in a Park, all beer/wine sales after 10 p.m. must get approval from the Board of Parks Commission.

Day 1 Date of beer/wine sales	Day 2 Date of beer/wine sales	Day 3 Date of beer/wine sales
6/15		
Start Time 1030a	Start Time	Start Time
End time 5pm	End time	End time

**E. Food/Merchandise**

1. Will food be sold or served at your event?  Sold  Served  No Food

Contact the Kenosha County Health Department at 262-605-6700 or by emailing Mark Melotik at [mark.melotik@kenoshacounty.org](mailto:mark.melotik@kenoshacounty.org) or Brad Wozniak at [brad.wozniak@kenoshacounty.org](mailto:brad.wozniak@kenoshacounty.org) for information on the safe handling of food and beverages.

Contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 a minimum of fourteen (14) business days prior to the event in order to coordinate inspections for the day of the event.

2. Will vendors sell merchandise at the event?  Yes  No

- ◆ If yes to either food or merchandise, complete a Vendor List and submit it at least fourteen (14) days prior to the event to Administration. A copy will be sent to the Health Department and the Fire Department.

**F. Equipment Rental**

1. Will the event need: Electricity  Yes  No Water  Yes  No

Service for electric and water varies by location. The organizer may be required to provide their own generators in order to have sufficient electricity required for the event.

2. Indicate requests for any of the following City-provided rental equipment (check all that apply).

**Supplies are limited and granted upon availability.**

- |  |                       |   |                                     |
|--|-----------------------|---|-------------------------------------|
| <input checked="" type="checkbox"/> Bleachers        | # requested <u>9</u>  | <input checked="" type="checkbox"/> Benches                               | # requested <del>12</del> <u>20</u> |
| <input checked="" type="checkbox"/> Barricades       | # requested <u>8</u>  | <input checked="" type="checkbox"/> Picnic Tables                         | # requested <u>12</u>               |
| <input checked="" type="checkbox"/> Trash Carts      | # requested <u>12</u> | <input checked="" type="checkbox"/> Traffic Cones                         | # requested <u>12</u>               |
| <input checked="" type="checkbox"/> Recycling Carts  | # requested <u>12</u> | <input checked="" type="checkbox"/> Traffic Signs                         | # requested <u>6</u>                |
| <input type="checkbox"/> Showmobile (2 available)    | # requested _____     | <input type="checkbox"/> Generator (1 available and only with Showmobile) |                                     |
| <input checked="" type="checkbox"/> Reviewing Stands | # requested _____     |   |                                     |
| <input checked="" type="checkbox"/> Fencing          |                       |   |                                     |

How many 50 foot sections of snow fencing? \_\_\_\_\_ How many 6 foot sections of white plastic portable fencing? 40

**G. Temporary Structures**

1. Will the event have any temporary structures or signage?  Yes  No (If no, skip to section H.)  
Temporary structures are defined as anything that penetrates the ground by stakes, tools, or other equipment such as tents. The proposed location of the structure(s) must be noted on the site plan.

2. In addition to City Equipment, what other type of temporary structures will be at the event (check all that apply)?

- Tents (larger than 10x10 pop up)  Inflatables  Staging  Trailers  Dunk Tank  Signage\*  
 Portable restrooms/ handwash stations  Other (Please Explain): \_\_\_\_\_

\*Any signage must comply with Chapter 15 of the City's code of general ordinances. Include an example of proposed signage. For any questions on signage, contact City Development at: 262-653-4030.

3. I understand that if the event has any temporary structures, I must call Digger's Hotline no later than three (3) business days prior to the event.  Yes N/A Initial \_\_\_\_\_

\*\*\*VERY IMPORTANT\*\*\*

WI State Statute 182.0175 requires that the Event Organizer responsible for the planning and performance of any type of ground penetration and excavation provide advanced notice to Digger's Hotline (call 1-800-242-8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location. There are no exceptions.

## H. Security

Event organizers are responsible for providing safety and security for all attendees. Measures must be taken to maintain order and enforce all laws, rules, and regulations pertinent to the event. The Kenosha Police and Fire Departments shall have the discretion to modify the required security plan as they deem necessary; and may recommend denial of the Special Event Permit if the security plan is inadequate.

1. Briefly describe security measures: Private security firm Top Flight and also Kenosha Police Depart

2. Is approval for overnight security requested for the event?  Yes  No

3. Will the event have private security?  Yes  No

4. Will private security at the event be armed?  Yes  No

5. Private Security Company Name: Top Flight Security Phone #: 262.583.9005

6. Are the services of the City of Kenosha Police personnel requested? (if so, contact Kenosha Police: 262-605-5216)  
 Yes  No

7. One member of the organization's security personnel or the organization's contact person must be designated "Head of Security" who can be reached at any time.

Name of Designated Head of Security: Nate Foster

Head of Security's Phone Number: 262.583.9005

### \*REQUIRED: Detailed security and operational plan:

Attached  Will be submitted a minimum of 14 business days before the event.

## I. Insurance

The Special Event Organizer shall, at a minimum, procure and maintain during the term of the Special Event occurrence based insurance policies, hereinafter specified insuring the Special Event and all associated Special Event activities. The Reviewing Authority may require additional coverages and/or increased coverage when deemed necessary. Certificates of Insurance must reflect:

a. Commercial General Liability:

General Aggregate - Two Million Dollars (\$2,000,000.00)

Each Occurrence - One Million Dollars (\$1,000,000.00)

b. Automobile Liability: (When required as a permit condition)

Combined single limit coverage for bodily injury and property damage per accident in the amount of One Million Dollars (\$1,000,000.00).

c. Liquor Liability Coverage (When alcohol is approved for the Special Event)

General Aggregate - One Million Dollars (\$1,000,000.00)

Each Occurrence - One Million Dollars (\$1,000,000.00)

d. Umbrella Liability in the following amounts over the Commercial General Liability and Automobile Liability amounts listed herein: (When required as a permit condition)

Two Million Dollars (\$2,000,000.00) per person

Two Million Dollars (\$2,000,000.00) aggregate

e. Endorsements: The policy must be endorsed to name "The City of Kenosha, its elected officials, representatives, employees and agents" as additional insured. You must provide a copy of the actual endorsement.

The Commercial General Liability coverages required herein may be subject to a deductible or self-insured retention. If the Commercial General Liability insurance coverage policy has a deductible or self-insured retention, said deductible or self-insured retention cannot exceed \$5,000.00. The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability insurance policy.

### Certificate of Liability Insurance:


Attached  Will be submitted a minimum of fourteen (14) business days before the event by the responsible agent on behalf of the event organization.

**J. Hold Harmless**

The Indemnity and Hold Harmless Agreement must be signed by an authorized agent of the organization presenting the event, and filed as a condition of approval.

a)

- I understand the filing of this application does not ensure the issuance of this licenses.
- I also understand that all Special Event Organizers and Vendors must comply with applicable Federal, State, County, and City laws, rules, and regulations.
- I further understand that an incomplete application may cause a delay in processing or a denial of the event.
- I have reviewed the [Code of General Ordinance Chapter 12.06 "Special Event Permit"](#)

Print Name of Authorized Agent: L. Gratic State Farm Alvin D. Owens  
 Signature:  Date: 4-23-24


**INDEMNITY AND HOLD HARMLESS AGREEMENT**

**SPECIAL EVENT APPLICATION  
CITY ORDINANCE CHAPTER 12.06**

Alvin Owens

Authorized Agent of Special Event Organizer

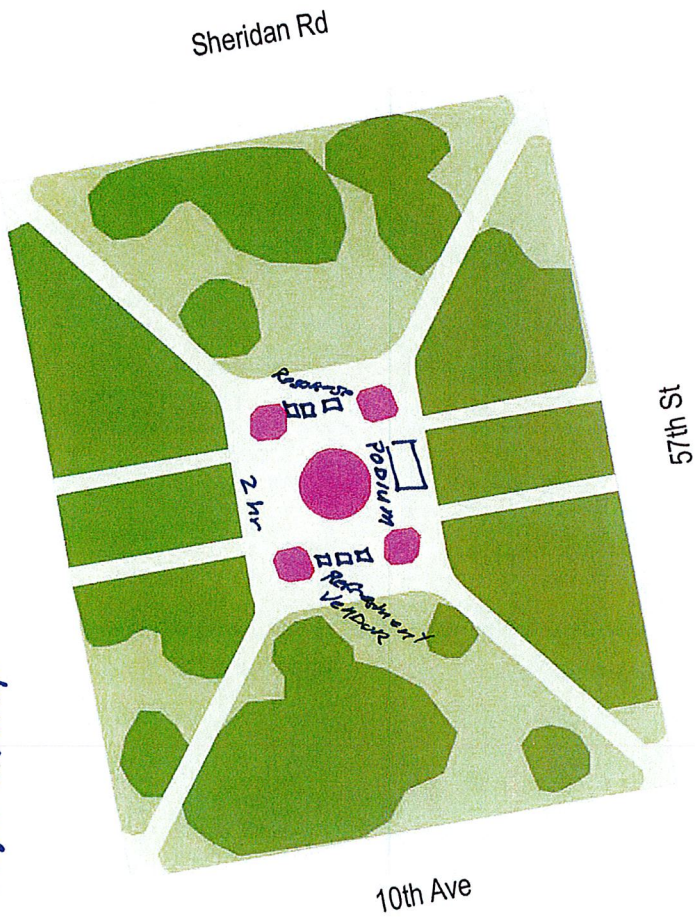
Special Event Organizer does hereby agree that it will indemnify, defend and hold harmless the City of Kenosha, the City of Kenosha Board of Public Works, and the City of Kenosha Board of Parks Commission and their respective officers, agents and employees (collectively "Indemnitees") against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on property or as a result of any operations, works, acts or omissions performed on property by Special Event Organizer, its officers, employees, contractors, subcontractors, independent contractors, agents, invitees or permitted users, or resulting from the Special Event Organizers failure to perform or observe any of the terms, covenants and conditions of this Agreement, or resulting from any conditions of property or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage. Upon the filing with the City of Kenosha, the City of Kenosha Public Works Committee, or the City of Kenosha Board of Park Commission of a claim for damages arising out of any incident(s) which Special Event Organizer herein agrees to indemnify, defend and hold Indemnitees harmless, Special Event Organizer shall be notified of such claim, and in the event that Special Event Organizer does not pay, settle or compromise such claim, then the Special Event Organizer shall undertake the legal defense of such claim both on behalf of Special Event Organizer and Indemnitees. It is specifically agreed, however, that Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by Special Event Organizer and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against Indemnitees for any cause for which Special Event Organizer is liable hereunder shall be conclusive against Special Event Organizer as to liability and amount of damages. This provision shall survive expiration or termination of this agreement to the extent necessary to effectuate its purpose.

 4-23-24  
 Applicant Signature Date

Please sign, date and return the completed application to:

**City of Kenosha Administration**  
**625 - 52<sup>nd</sup> Street**  
**Room 300**  
**Kenosha, WI 53140**

Juneteenth Proclamation Reading & Program  
 Presented By (Kenosha Youth (Ed/Youth program))  
 1130am Set-up  
 12noon - 115pm program  
 115- 145pm cleanup



Alvin D. Owens  
 773-517-6568

**Civic Center Park**

Park : 1 acre  
 Dedicated : 1922-1930  
 900 57th Street  
 Kenosha, WI 53140

For all park rental inquiries  
 please call 262.653.4050  
 or visit [kenosha.org](http://kenosha.org).

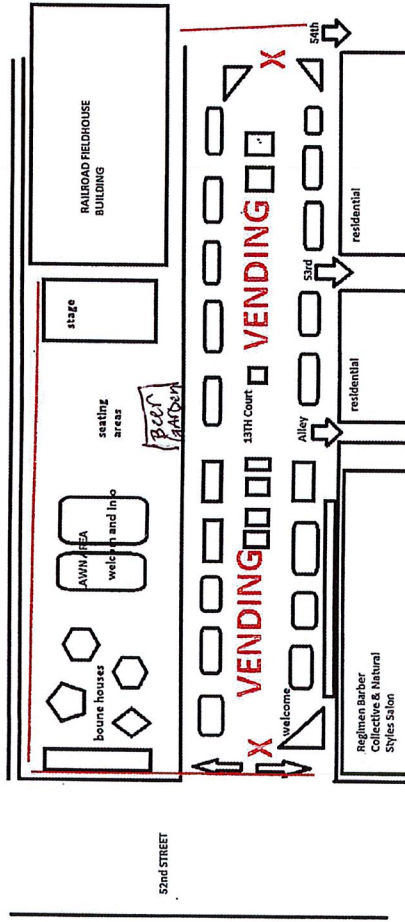




Education Youth Development Outreach  
 Wisconsin/Illinois  
 Email: [education.youth@yahoo.com](mailto:education.youth@yahoo.com)  
 Website: [www.beyondcollege.net](http://www.beyondcollege.net)

**STREET CLOSER Diagram:**

- Red X – Street closer
- Porta Potty ▲
- Fencing —
- dunk tank [icon]
- picnic tables - boxes in the middle of diagram
- benches - boxes in the middle of diagram
- tents – are over vendor tables supplied by vendors
- entrances/exits – open to public.
- parking - street parking on 53<sup>rd</sup> and 54<sup>th</sup> ... however, encouraging for neighborhood to walk to event.
- Similar to walking downtown for 4<sup>th</sup> of July.







May 6, 2024

TO: Jack Rose, Chairperson of Public Works Committee (District 15)

CC: Alderperson Siel (District 2)  
Kris Kochman, Community Relations Liaison

FROM: Brian Cater  
Director of Public Works

RE: Public Works Committee: Request from Kenosha Pride, Inc. for use of Celebration Place, City Sidewalks and Closure of Italiana Circle on July 6, 2024 to hold the Kenosha Pride 2024. (District 2)

**BACKGROUND/ANALYSIS**

Kenosha Pride, Inc. is requesting from the Public Works Committee the use of Celebration Place, City Sidewalks and Closure of Italian Circle on July 6, 2024 to:

- a. Hold the Kenosha Pride 2024
- b. Have set up on July 5, 2024
- c. Have takedown on July 7 & 8, 2024
- d. Close Italiana Circle on July 6, 2024 of event in accordance with Fire Department restrictions
- e. Have Food and Merchandise Vendors
- f. Have Temporary Signage and Structures (Tents, Inflatables, Staging and Portable Restrooms)
- g. Have Amplified Sound (Announcements/Speeches)
- h. Have Public Entertainment (Band, DJ)
- i. Sell Fermented Malt and/or Wine Beverages [wristbands for 21+ or restricted area]

Event hours will be 12PM-10PM. Setup will take place beginning at 7AM on July 5, 2024 (except for road closures) and take down is scheduled for July 7 & 8, 2024 beginning at 2PM.. \*\*\*Road closure would be in place on July 6, 2024 only during event hours.

Assuming availability, as determined by City Staff, the requested equipment will be supplied by the Department of Parks and Public Works Department.

The event description: "LGBTQ+ Festival and March."

## CONDITIONS OF APPROVAL

**If conditions are not followed, the event may be shut down by the City, and any future events may be rejected.**

1. Approved Operation of the following activities:
  - a. Have Food and Merchandise Vendors
  - b. Have Temporary Signage and Structures (Tents, Inflatables, Staging and Portable Restrooms)
  - c. Have Amplified Sound (Announcements/Speeches)
  - d. Have Public Entertainment (Band, DJ)
  - e. Sell Fermented Malt and/or Wine Beverages [wristbands for 21+ or restricted area]
2. Closure of Italiana Circle must be closed adhering to all restrictions in accordance with Kenosha Fire Department requirements which include, but are not limited to, maintaining a minimum of 12 feet access at all times, no structures other than tents are allowed in the roadway for this event, and all items placed in the roadway must be easily moved if Emergency personnel are required.
3. Vendor list with contact information must be submitted a minimum of 14 business days before the event to Kenosha Fire and Kenosha County Health.
  - a. Event Organizers may reach out to Kenosha County Public Health staff who are available to review plans and have discussion for any event.
  - b. The applicant must contact the Fire Prevention Bureau at 262.653.4410 or 262.653.4109 a minimum of fourteen (14) days prior to the event in order to coordinate inspections for the day of the event. All food trucks with grease laden vapors are required to have a fire suppression unit in their trucks per City Ordinance and State Fire Code.
4. Applicants must obtain a Temporary Class "B" license from the City Clerk-Treasurer's office. They can be contacted at 262.653.4020 or by emailing [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org). Applicants must apply a minimum of 30 days prior to the event.
5. All signage must comply with Chapter 15 of the Code of General Ordinances.
  - a. Signage is approved only on the day of the event unless approved specifically for other days by the Parks Commission and/or the Public Works Committee.
6. Per [WI State Statute 182.0175](#), the applicant is responsible for planning and performance of any type of ground penetration and excavation by providing advanced notice to Digger's Hotline (call 1.800.242.8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location.
7. Applicants are responsible for litter and debris and the site must be picked up at the end of the event.
  - a. Applicants are required to place all recyclables and trash in designated areas as determined by the Department of Parks. Recycling shall comply with the City of Kenosha recycling rules ([Code of General Ordinances 5.119](#) (H. Recyclable materials)). All other items shall be placed in the trash containers. If Recycling Containers are contaminated by items, other than those listed, applicants may be subject to additional charges.
8. The City can only authorize uses of City owned property or public rights-of-way. Any activity shown on private property must be authorized by the owner.
  - a. Applicants will be responsible for any damage caused to City property as a result of this event.
9. Submission of an Operational & Security Plan and Safety & Evacuation Plan (per NFPA 1 Chapter 10) is required and must be approved by the City Staff. These plans shall be submitted within 30-60 days prior to the start of the event. Please note the event will not be allowed to begin until approval is obtained and final authorization letter is executed.
10. Event Organizers must receive prior permission from the Department of Public Works (a minimum of 14 days prior to the event) for any request for directional markings on any structure, fixture, surface within the City's jurisdiction. If the request is approved, by the Department of Public Works, only the use of dry stick sidewalk-type chalks. All spray paints and spray chalks of any kind regardless of the claims by the manufacturer will be strictly prohibited. The use of such products will result in the organization being billed for all costs incurred to remove marks and/or restore the clean appearance of city paved surfaces and face the possible loss of permit privileges in the future. To establish the locations within the event area, organizers of all future events will be required to limit the use of markings to temporary signs on lathe or similar posts or the use of dry stick sidewalk-type chalks only. There will be no exceptions allowed for weather-related reasons or other.
11. The Applicant must:
  - a. Supervise all persons using the location under authority of the Special event permit.
  - b. Reimburse the City for any costs incurred in enforcing Permit Standards and Conditions within 30 days of receiving an invoice.
    - i. Event is subject to the annual fee table upon approval by Committee(s)
  - c. Procure any license or other permits required for this activity.
  - d. Obtain approval from City Development for any on site signage and obtain any necessary permits.
  - e. Provide private security for traffic issues, parking and/or crowd control.
12. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin as required by paragraph L of the Special Event Ordinance. The endorsements need to be filed in addition to the Certificate. These must be received fourteen (14) days prior to the event start date.

## **CONDITIONS OF APPROVAL**

**If conditions are not followed, the event may be shut down by the City, and any future events may be rejected.**

13. The event will be required to meet all requirements in the Code of General Ordinances for the City of Kenosha that are in effect at the time of the event.
14. Compliance with applicable Federal, State, County and City laws, rules and regulations including licensing conditions and operational requirements contained within Sections 5.04, 6.05, 12.02, 12.03, 12.04, 12.05, 13.03, 13.035, and 14.025.



➡ Procession

— 2 Barricades per Closure Location ( 1 Locations)





**Application for a Special Event Permit\***  
**Form #ADM400 (rev. 12/2021)**

\*Subject to Change

- Nonrefundable Fee: \$100 if submitted 45 days or more before an event
- Nonrefundable Fee: \$500 if submitted 30-45 days before an event
- Applications for an event less than 30 days away will not be considered*
- Fee waived by ordinance

**Before completing this application, carefully read the Special Event Planning Guide found at [www.kenosha.org](http://www.kenosha.org)**

Event Name: Kenosha Pride 2024

Event Date(s) Requested: 07/06/2024

Rain Date(s): N/A

**A. Event Organization**

1. Organization's Name: Kenosha Pride, Inc.

2. Does this organization hold not-for-profit status?  No  Yes (Please provide verification of 501(c) 3 status by submitting organization's IRS determination letter which outlined your tax-exemption or call IRS Customer Service at 1-877-829-5500 to request a copy). *Required to receive non-profit rate for equipment rental.*

3. Organization's Address: PO Box 744 City: Kenosha State: WI Zip: 53141

4. Contact Person: Dan Seaver

5. Contact Phone: 262-705-9702 Contact Email: d.seaver@kenoshapride.org

**B. Event Location**

1. Location (check all that apply):

- City Street
- City Sidewalk
- City Park
- City-Owned Building\*
- City Owned Parcels
- Water Utility Property
- Airport Property
- Transit Property

Name & Address of the park, and any building\* (includes shelter, concession area, bandshell, etc.):  
Celebration Place at Harbor Park (5501 Calabria Way)

2. Does the event require any streets to be closed?  Yes  No

Name of street: Italia Cr. From: \_\_\_\_\_ To: \_\_\_\_\_

3. Type of street use requiring closure:  Parade  Run or Walk  Other: Parking/Staging

4. Attach a scaled site plan of the event location and include the following if applicable:  Site Plan Attached

- Fences
- Beer Garden
- Waste Containers
- Stages
- Temporary Structures (tents, trailers, etc.)
- Entrances/Exits
- Staging Areas
- Portable Toilets
- Signage
- Volunteer Check-in
- Vendor locations
- Routes & Traffic Lanes (including barricades)
- Parking (including handicapped spaces)
- Street parking restrictions

**C. Event Operation Plan & Details**

1. Attach additional pages for events more than 3 days. Each day's event times must be listed.

SET-UP DATE	DAY 1 EVENT DATE	DAY 2 EVENT DATE	DAY 3 EVENT DATE	TEAR-DOWN DATE
07/05/2024	07/06/2024	N/A	N/A	07/07-07/08
SET-UP TIME	DAY 1 START & END TIMES	DAY 2 START & END TIMES	DAY 3 START & END TIMES	TEAR-DOWN TIME
07:00	12:00-10:00pm	N/A	N/A	02:00pm

2. Estimated Number of Attendees Per Day: 5,000

3. Event Description (provide a brief description of the event; attach additional pages if needed):

LGBTQ+ Festival and March.

4. Indicate if the event will have any of the following (check all that apply):

- Food Vendors     Merchandise Vendors     Artwork Displays/Sales     Signage
- Animal Rides     Petting Zoo     Rides     Announcements/Speeches
- Fireworks\*     Bonfire\*     Pyrotechnic Devices\*     Horse Drawn Vehicles\*\*
- Carnival     Circus     Games     Public Entertainment
- Other: \_\_\_\_\_     Sports tournament (list type: softball, hardball, rugby, etc.): \_\_\_\_\_     Band     DJ     Theatre

\*If approved by the Parks Commission, an [Open Burning/Fireworks Permit](#) may be obtained a minimum of fourteen (14) business days before the event. For details, contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109.

\*\*The event must be in compliance with [Chapter 14.025 C & D](#) of the Code of General Ordinances.

**D. Beer/Wine**

1. Will beer and/or wine be served or sold at the event?  Yes     No (If no, skip to section E.)  
**Event staff or security will check identification and issue wristbands to anyone age 21 and older who wishes to purchase beer or wine.**

2. Name of organization applying for the Temporary Class "B" Retailer's License: Kenosha Pride, Inc.  
 Contact the City Clerk-Treasurer's office at 262-653-4020 or by emailing [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org) a minimum of 30 days prior to the event to obtain a [Temporary Class "B"/"Class B" Retailer's License](#).

3. Specify, for each day of sale, the start and end times when beer/wine will be sold. Attach additional sheets if needed for more than 3 days. Note: If the event is in a Park, all beer/wine sales after 10 p.m. must get approval from the Board of Parks Commission.

Day 1 Date of beer/wine sales	Day 2 Date of beer/wine sales	Day 3 Date of beer/wine sales
07/06/2024	N/A	
Start Time	Start Time	Start Time
12:00pm	N/A	N/A
End time	End time	End time
09:30pm	N/A	N/A

**E. Food/Merchandise**

1. Will food be sold or served at your event?  Sold  Served  No Food

Contact the Kenosha County Health Department at 262-605-6700 or by emailing Mark Melotik at [mark.melotik@kenoshacounty.org](mailto:mark.melotik@kenoshacounty.org) or Brad Wozniak at [brad.wozniak@kenoshacounty.org](mailto:brad.wozniak@kenoshacounty.org) for information on the safe handling of food and beverages.

Contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 a minimum of fourteen (14) business days prior to the event in order to coordinate inspections for the day of the event.

2. Will vendors sell merchandise at the event?  Yes  No

- ◆ If yes to either food or merchandise, complete a Vendor List and submit it at least fourteen (14) days prior to the event to Administration. A copy will be sent to the Health Department and the Fire Department.

**F. Equipment Rental**

1. Will the event need: Electricity  Yes  No Water  Yes  No  
*Service for electric and water varies by location. The organizer may be required to provide their own generators in order to have sufficient electricity required for the event.*

2. Indicate requests for any of the following City-provided rental equipment (check all that apply).

**Supplies are limited and granted upon availability.**

- |  |                       |  |                       |
|--|-----------------------|--|-----------------------|
| <input type="checkbox"/> Bleachers                           | # requested _____     | <input checked="" type="checkbox"/> Benches  | # requested <u>45</u> |
| <input checked="" type="checkbox"/> Barricades               | # requested <u>2</u>  | <input checked="" type="checkbox"/> Picnic Tables                                    | # requested <u>25</u> |
| <input checked="" type="checkbox"/> Trash Carts              | # requested <u>15</u> | <input checked="" type="checkbox"/> Traffic Cones                                    | # requested <u>6</u>  |
| <input checked="" type="checkbox"/> Recycling Carts          | # requested <u>10</u> | <input type="checkbox"/> Traffic Signs   | # requested _____     |
| <input checked="" type="checkbox"/> Showmobile (2 available) | # requested <u>1</u>  | <input checked="" type="checkbox"/> Generator (1 available and only with Showmobile) |                       |
| <input type="checkbox"/> Reviewing Stands                    | # requested _____     |  |                       |
| <input checked="" type="checkbox"/> Fencing                  |                       |  |                       |

How many 50 foot sections of *snow* fencing? \_\_\_\_\_ How many 6 foot sections of *white plastic portable* fencing? 20

**G. Temporary Structures**

1. Will the event have any temporary structures or signage?  Yes  No (If no, skip to section H.)  
 Temporary structures are defined as anything that penetrates the ground by stakes, tools, or other equipment such as tents. The proposed location of the structure(s) must be noted on the site plan.

2. In addition to City Equipment, what other type of temporary structures will be at the event (check all that apply)?

- Tents (larger than 10x10 pop up)  Inflatables  Staging  Trailers  Dunk Tank  Signage\*  
 Portable restrooms/ handwash stations  Other (Please Explain): \_\_\_\_\_

\*Any signage must comply with Chapter 15 of the City's code of general ordinances. Include an example of proposed signage. For any questions on signage, contact City Development at: 262-653-4030.

3. I understand that if the event has any temporary structures, I must call Digger's Hotline no later than three (3) business days prior to the event.  Yes  No DS \_\_\_\_\_ Initial \_\_\_\_\_

**\*\*\*VERY IMPORTANT\*\*\***

**WI State Statute 182.0175 requires that the Event Organizer responsible for the planning and performance of any type of ground penetration and excavation provide advanced notice to Digger's Hotline (call 1-800-242-8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location. There are no exceptions.**

**H. Security**

Event organizers are responsible for providing safety and security for all attendees. Measures must be taken to maintain order and enforce all laws, rules, and regulations pertinent to the event. The Kenosha Police and Fire Departments shall have the discretion to modify the required security plan as they deem necessary; and may recommend denial of the Special Event Permit if the security plan is inadequate.

1. Briefly describe security measures: Security will freely roam the event area. They will be overseen by Kenosha Pride President Dan Seaver

2. Is approval for overnight security requested for the event?  Yes  No

3. Will the event have private security?  Yes  No

4. Will private security at the event be armed?  Yes  No

5. Private Security Company Name: Kenosha Pride, Inc. Phone #: 262-705-9702

6. Are the services of the City of Kenosha Police personnel requested? (if so, contact Kenosha Police: 262-605-5216)  
 Yes  No

7. One member of the organization's security personnel or the organization's contact person must be designated "Head of Security" who can be reached at any time.

Name of Designated Head of Security: Dan Seaver

First

M.I.

Last

Head of Security's Phone Number: 262-705-9702

**\*REQUIRED: Detailed security and operational plan:**

Attached  Will be submitted a minimum of 14 business days before the event.

**I. Insurance**

The Special Event Organizer shall, at a minimum, procure and maintain during the term of the Special Event occurrence based insurance policies, hereinafter specified insuring the Special Event and all associated Special Event activities. The Reviewing Authority may require additional coverages and/or increased coverage when deemed necessary. Certificates of Insurance must reflect:

a. Commercial General Liability:

General Aggregate - Two Million Dollars (\$2,000,000.00)

Each Occurrence - One Million Dollars (\$1,000,000.00)

b. Automobile Liability: (When required as a permit condition)

Combined single limit coverage for bodily injury and property damage per accident in the amount of One Million Dollars (\$1,000,000.00).

c. Liquor Liability Coverage (When alcohol is approved for the Special Event)

General Aggregate - One Million Dollars (\$1,000,000.00)

Each Occurrence - One Million Dollars (\$1,000,000.00)

d. Umbrella Liability in the following amounts over the Commercial General Liability and Automobile Liability amounts listed herein: (When required as a permit condition)

Two Million Dollars (\$2,000,000.00) per person

Two Million Dollars (\$2,000,000.00) aggregate

e. Endorsements: The policy must be endorsed to name "The City of Kenosha, its elected officials, representatives, employees and agents" as additional insured. You must provide a copy of the actual endorsement.

The Commercial General Liability coverages required herein may be subject to a deductible or self-insured retention. If the Commercial General Liability insurance coverage policy has a deductible or self-insured retention, said deductible or self-insured retention cannot exceed \$5,000.00. The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability insurance policy.

**Certificate of Liability Insurance:**

Attached  Will be submitted a minimum of fourteen (14) business days before the event by the responsible agent on behalf of the event organization.



**J. Hold Harmless**

The Indemnity and Hold Harmless Agreement must be signed by an authorized agent of the organization presenting the event, and filed as a condition of approval.

a)

- I understand the filing of this application does not ensure the issuance of this licenses.
- I also understand that all Special Event Organizers and Vendors must comply with applicable Federal, State, County, and City laws, rules, and regulations.
- I further understand that an incomplete application may cause a delay in processing or a denial of the event.
- I have reviewed the [Code of General Ordinance Chapter 12.06 "Special Event Permit"](#)

Print Name of Authorized Agent: Dan Seaver  
 Signature: Dan Seaver Digitally signed by Dan Seaver Date: 2024.03.18 11:29:22 -05'00' Date: 03/18/2024

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

**SPECIAL EVENT APPLICATION  
CITY ORDINANCE CHAPTER 12.06**

Kenosha Pride, Inc.

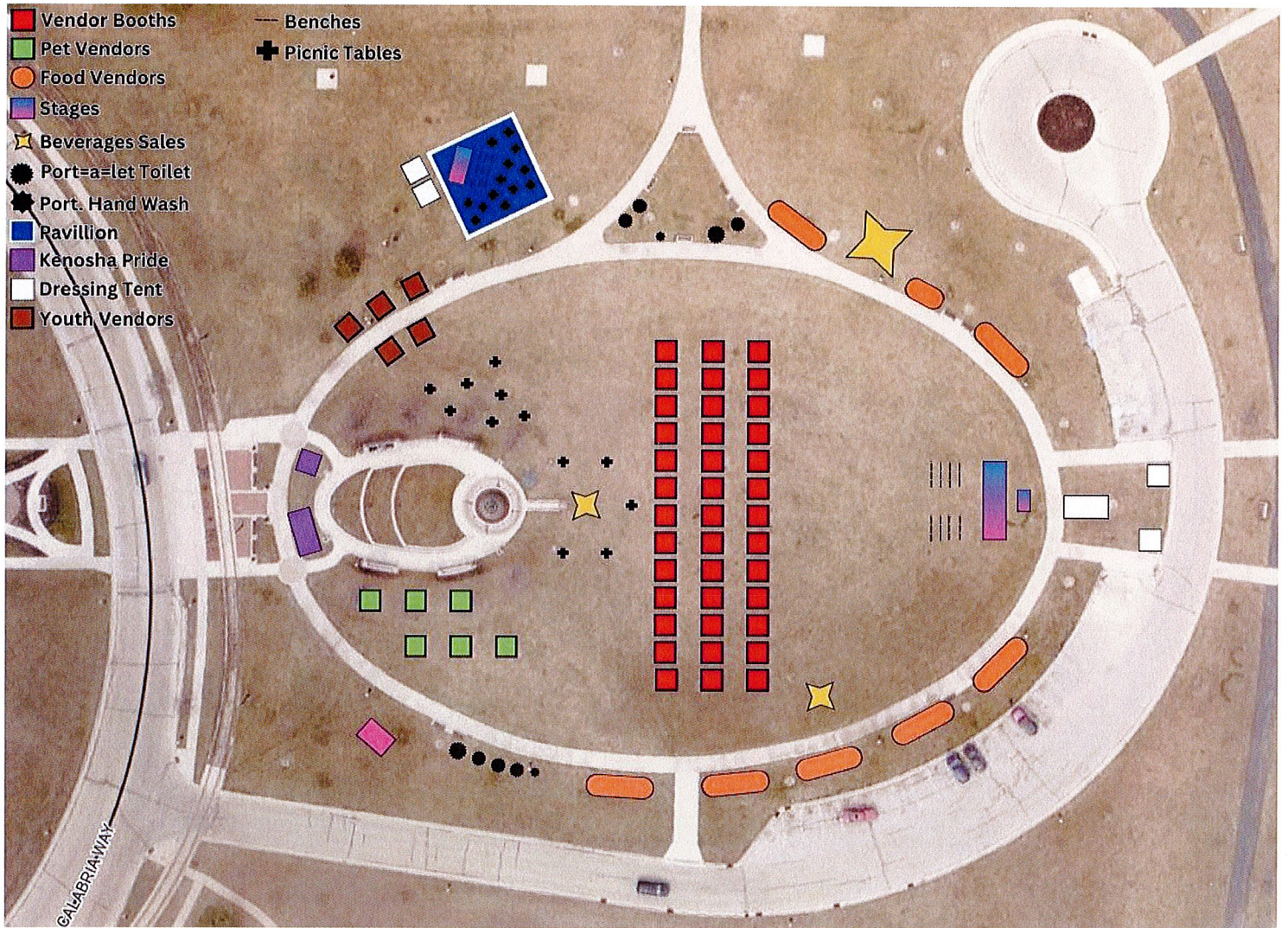
Authorized Agent of Special Event Organizer

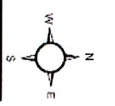
Special Event Organizer does hereby agree that it will indemnify, defend and hold harmless the City of Kenosha, the City of Kenosha Board of Public Works, and the City of Kenosha Board of Parks Commission and their respective officers, agents and employees (collectively "Indemnitees") against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on property or as a result of any operations, works, acts or omissions performed on property by Special Event Organizer, its officers, employees, contractors, subcontractors, independent contractors, agents, invitees or permitted users, or resulting from the Special Event Organizers failure to perform or observe any of the terms, covenants and conditions of this Agreement, or resulting from any conditions of property or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage. Upon the filing with the City of Kenosha, the City of Kenosha Public Works Committee, or the City of Kenosha Board of Park Commission of a claim for damages arising out of any incident(s) which Special Event Organizer herein agrees to indemnify, defend and hold Indemnitees harmless, Special Event Organizer shall be notified of such claim, and in the event that Special Event Organizer does not pay, settle or compromise such claim, then the Special Event Organizer shall undertake the legal defense of such claim both on behalf of Special Event Organizer and Indemnitees. It is specifically agreed, however, that Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by Special Event Organizer and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against Indemnitees for any cause for which Special Event Organizer is liable hereunder shall be conclusive against Special Event Organizer as to liability and amount of damages. This provision shall survive expiration or termination of this agreement to the extent necessary to effectuate its purpose.

Dan Seaver Digitally signed by Dan Seaver Date: 2024.03.18 11:29:34 -05'00' 03/18/2024  
 Applicant Signature Date

Please sign, date and return the completed application to:

**City of Kenosha Administration**  
**625 - 52<sup>nd</sup> Street**  
**Room 300**  
**Kenosha, WI 53140**





 Procession  
 2 Barricades per Closure Location ( 1 Locations)



CITY OF KENOSHA  
GENERAL RECEIPT  
C O P Y

RECEIPT NO.: 198229  
RECEIPT DATE: 04/12/24  
RECEIPT NAME: KENOSHA PRIDE, INC  
ADDRESS: PO BOX 744

KENOSHA, WI 53141

KENOSHA PRIDE 2024  
07/06/2024

DESCRIPTION/ACCT NUMBER	AMOUNT
SPECIAL EVENT APPLIC 110-00-44605-000-000	100.00
	-----
DUE:	100.00
CHECK:	100.00
CHANGE:	

CHECK NO: 1204  
RECEIVED BY: PWCOUNT3

#

May 7, 2024

TO: Jack Rose, Chairperson of Public Works Committee (District 15)

CC: Alderperson Siel (District 2)  
Kris Kochman, Community Relations Liaison

FROM: Brian Cater, PE  
Director of Public Works

RE: Public Works Committee: Request from Bryant's Family Legacy for use of Celebration Place and Closure of Italiana Circle on August 9-10, 2024 to hold Bryant's Family Fun Night. (District 2)

**BACKGROUND/ANALYSIS**

Bryant's Family Legacy is requesting from the Public Works Committee the use of Celebration Place and Closure of Italiana Circle on August 9-10, 2024 to:

- a. Hold Bryant's Family Fun Night
- b. Close Italiana Circle on August 9-10 of event in accordance with Fire Department restrictions
- c. Have Food and Merchandise Vendors
- d. Have Temporary Structures (Tents, Inflatables, Staging, Dunk Tank and Portable Restrooms)
- e. Have Games
- f. Have Public Entertainment (Band or DJ)

Event hours will be 4PM-8PM on August 9th and 10th. Setup will take place beginning at 9AM on the day of the event (except for road closures) and take down is scheduled following the completion of the event. \*\*\*Road closure would be in place on August 9th and 10th only during event hours.

Assuming availability, as determined by City Staff, the requested equipment will be supplied by the Department of Parks and Public Works Department.

The event description: "Second annual event. This event is to help bring the community together to raise funds for families who have a loved one whom they have just lost to cancer or who are currently battling a terminal cancer. Planning for food trucks, games and music."

## CONDITIONS OF APPROVAL

**If conditions are not followed, the event may be shut down by the City, and any future events may be rejected.**

1. Approved Operation of the following activities:
  - a. Have Food and Merchandise Vendors
  - b. Have Temporary Structures (Tents, Inflatables, Staging, Dunk Tank and Portable Restrooms)
  - c. Have Games
  - d. Have Public Entertainment (Band or DJ)
2. Closure of Italiana Circle must be closed adhering to all restrictions in accordance with Kenosha Fire Department requirements which include, but are not limited to, maintaining a minimum of 12 feet access at all times, no structures other than tents are allowed in the roadway for this event, and all items placed in the roadway must be easily moved if Emergency personnel are required.
  - a. A sample of the "NO PARKING" sign will be supplied along with a color sample. The applicant is responsible for having the signs printed, supplying the lath for posting and placing the signs along sections as depicted on the attached map. These signs must be posted, by the event organizer, at least 24 hours before each event. Applicants are responsible for their removal upon completion of the event.
3. Vendor list with contact information must be submitted a minimum of 14 business days before the event to Kenosha Fire and Kenosha County Health.
  - a. Event Organizers may reach out to Kenosha County Public Health staff who are available to review plans and have discussion for any event.
  - b. The applicant must contact the Fire Prevention Bureau at 262.653.4410 or 262.653.4109 a minimum of fourteen (14) days prior to the event in order to coordinate inspections for the day of the event. All food trucks with grease laden vapors are required to have a fire suppression unit in their trucks per City Ordinance and State Fire Code.
4. Per [WI State Statute 182.0175](#), the applicant is responsible for planning and performance of any type of ground penetration and excavation by providing advanced notice to Digger's Hotline (call 1.800.242.8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location.
5. Applicants are responsible for litter and debris and the site must be picked up at the end of the event.
  - a. Applicants are required to place all recyclables and trash in designated areas as determined by the Department of Parks. Recycling shall comply with the City of Kenosha recycling rules ([Code of General Ordinances 5.119](#) (H. Recyclable materials)). All other items shall be placed in the trash containers. If Recycling Containers are contaminated by items, other than those listed, applicants may be subject to additional charges.
6. The City can only authorize uses of City owned property or public rights-of-way. Any activity shown on private property must be authorized by the owner.
  - a. Applicants will be responsible for any damage caused to City property as a result of this event.
7. Submission of an Operational & Security Plan and Safety & Evacuation Plan (per NFPA 1 Chapter 10) is required and must be approved by the City Staff. These plans shall be submitted within 30-60 days prior to the start of the event. Please note the event will not be allowed to begin until approval is obtained and final authorization letter is executed.
8. Event Organizers must receive prior permission from the Department of Public Works (a minimum of 14 days prior to the event) for any request for directional markings on any structure, fixture, surface within the City's jurisdiction. If the request is approved, by the Department of Public Works, only the use of dry stick sidewalk-type chalks. All spray paints and spray chalks of any kind regardless of the claims by the manufacturer will be strictly prohibited. The use of such products will result in the organization being billed for all costs incurred to remove marks and/or restore the clean appearance of city paved surfaces and face the possible loss of permit privileges in the future. To establish the locations within the event area, organizers of all future events will be required to limit the use of markings to temporary signs on lath or similar posts or the use of dry stick sidewalk-type chalks only. There will be no exceptions allowed for weather-related reasons or other.
9. The Applicant must:
  - a. Supervise all persons using the location under authority of the Special event permit.
  - b. Reimburse the City for any costs incurred in enforcing Permit Standards and Conditions within 30 days of receiving an invoice.
    - i. Event is subject to the annual fee table upon approval by Committee(s)
  - c. Procure any license or other permits required for this activity.
  - d. Obtain approval from City Development for any on site signage and obtain any necessary permits.
  - e. Provide private security for traffic issues, parking and/or crowd control.
10. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin as required by paragraph L of the Special Event Ordinance. The endorsements need to be filed in addition to the Certificate. These must be received fourteen (14) days prior to the event start date.
11. The event will be required to meet all requirements in the Code of General Ordinances for the City of Kenosha that are in effect at the time of the event.
12. Compliance with applicable Federal, State, County and City laws, rules and regulations including licensing conditions

## **CONDITIONS OF APPROVAL**

**If conditions are not followed, the event may be shut down by the City, and any future events may be rejected.**  
and operational requirements contained within Sections 5.04, 6.05, 12.02, 12.03, 12.04, 12.05, 13.03, 13.035, and 14.025.



Total Barricades Needed : 2

— 2 Barricades per Closure Location ( 1 Location)







Application for a Special Event Permit\*  
Form #ADM400 (rev. 12/2021)

\*Subject to Change

- Nonrefundable Fee: \$100 if submitted 45 days or more before an event
- Nonrefundable Fee: \$500 if submitted 30-45 days before an event
- Applications for an event less than 30 days away will not be considered
- Fee waived by ordinance

Before completing this application, carefully read the Special Event Planning Guide found at [www.kenosha.org](http://www.kenosha.org)

Event Name: Bryant's Family Fun Night

Event Date(s) Requested: 08/09/24-08/10/24 Rain Date(s): \_\_\_\_\_

A. Event Organization

- Organization's Name: Bryant's Legacy Foundation
- Does this organization hold not-for-profit status?  No  Yes (Please provide verification of 501(c) 3 status by submitting organization's IRS determination letter which outlined your tax-exemption or call IRS Customer Service at 1-877-829-5500 to request a copy). Required to receive non-profit rate for equipment rental.
- Organization's Address: 6347 50<sup>th</sup> Ave City: Kenosha State: WI Zip: 53142
- Contact Person: Chelsea Jones
- Contact Phone: (262)577-1939 Contact Email: bryantslegacy13@gmail.com

B. Event Location

1. Location (check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input checked="" type="checkbox"/> City Street        | <input type="checkbox"/> City Sidewalk          | <input type="checkbox"/> City Park        | <input type="checkbox"/> City-Owned Building* |
| <input checked="" type="checkbox"/> City Owned Parcels | <input type="checkbox"/> Water Utility Property | <input type="checkbox"/> Airport Property | <input type="checkbox"/> Transit Property     |

Name & Address of the park, and any building\* (includes shelter, concession area, bandshell, etc.):

Celebration Place

2. Does the event require any streets to be closed?  Yes  No

Name of street: Italiana Circle From: 08/09/24 To: 08/10/24 2:30-8pm only

3. Type of street use requiring closure:  Parade  Run or Walk  Other: \_\_\_\_\_

4. Attach a scaled site plan of the event location and include the following if applicable:  Site Plan Attached

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Fences                                       | <input type="checkbox"/> Entrances/Exits             | <input checked="" type="checkbox"/> Volunteer Check-in                 |
| <input type="checkbox"/> Beer Garden   | <input checked="" type="checkbox"/> Staging Areas    | <input checked="" type="checkbox"/> Vendor locations                   |
| <input checked="" type="checkbox"/> Waste Containers                             | <input checked="" type="checkbox"/> Portable Toilets | <input type="checkbox"/> Routes & Traffic Lanes (including barricades) |
| <input checked="" type="checkbox"/> Stages                                       | <input type="checkbox"/> Signage                     | <input type="checkbox"/> Parking (including handicapped spaces)        |
| <input checked="" type="checkbox"/> Temporary Structures (tents, trailers, etc.) | <input type="checkbox"/> Street parking restrictions |  |

**C. Event Operation Plan & Details**

1. Attach additional pages for events more than 3 days. Each day's event times must be listed.

SET-UP DATE	DAY 1 EVENT DATE	DAY 2 EVENT DATE	DAY 3 EVENT DATE	TEAR-DOWN DATE
08/09/24	08/09/24	08/10/24		08/10/24
SET-UP TIME	DAY 1 START & END TIMES	DAY 2 START & END TIMES	DAY 3 START & END TIMES	TEAR-DOWN TIME
9am	4pm - 8pm	4pm - 8pm		8:15pm

2. Estimated Number of Attendees Per Day: 150-200

3. Event Description (provide a brief description of the event; attach additional pages if needed):

*Second annual event. This event is to help bring the community together to raise funds for families who have a loved one whom they have just lost to Cancer or who are currently battling a terminal cancer. Planning for food trucks, games, ~~possible~~ music.*

4. Indicate if the event will have any of the following (check all that apply):

- Food Vendors   
  Merchandise Vendors   
  Artwork Displays/Sales   
  Signage  
 Animal Rides   
  Petting Zoo   
  Rides   
  Announcements/Speeches  
 Fireworks\*   
  Bonfire\*   
  Pyrotechnic Devices\*   
  Horse Drawn Vehicles\*\*  
 Carnival   
  Circus   
  Games   
  Public Entertainment  
 Other: \_\_\_\_\_   
  Sports tournament (list type: softball, hardball, rugby, etc.): \_\_\_\_\_   
 <sup>live</sup> Band   
 DJ   
 Theatre

\*If approved by the Parks Commission, an [Open Burning/Fireworks Permit](#) may be obtained a minimum of fourteen (14) business days before the event. For details, contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109.

\*\*The event must be in compliance with [Chapter 14.025 C & D](#) of the Code of General Ordinances.

**D. Beer/Wine**

1. Will beer and/or wine be served or sold at the event?  Yes     No (If no, skip to section E.)  
**Event staff or security will check identification and issue wristbands to anyone age 21 and older who wishes to purchase beer or wine.**
2. Name of organization applying for the Temporary Class "B" Retailer's License: \_\_\_\_\_  
 Contact the City Clerk-Treasurer's office at 262-653-4020 or by emailing [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org) a minimum of 30 days prior to the event to obtain a [Temporary Class "B"/"Class B" Retailer's License](#).
3. Specify, for each day of sale, the start and end times when beer/wine will be sold. Attach additional sheets if needed for more than 3 days. Note: If the event is in a Park, all beer/wine sales after 10 p.m. must get approval from the Board of Parks Commission.

Day 1 Date of beer/wine sales	Day 2 Date of beer/wine sales	Day 3 Date of beer/wine sales
Start Time	Start Time	Start Time
End time	End time	End time

**E. Food/Merchandise**

1. Will food be sold or served at your event?  Sold  Served  No Food

Contact the Kenosha County Health Department at 262-605-6700 or by emailing Mark Melotik at [mark.melotik@kenoshacounty.org](mailto:mark.melotik@kenoshacounty.org) or Brad Wozniak at [brad.wozniak@kenoshacounty.org](mailto:brad.wozniak@kenoshacounty.org) for information on the safe handling of food and beverages.

Contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 a minimum of fourteen (14) business days prior to the event in order to coordinate inspections for the day of the event.

2. Will vendors sell merchandise at the event?  Yes  No

◆ If yes to either food or merchandise, complete a Vendor List and submit it at least fourteen (14) days prior to the event to Administration. A copy will be sent to the Health Department and the Fire Department.

**F. Equipment Rental**

1. Will the event need: Electricity  Yes  No Water  Yes  No

Service for electric and water varies by location. The organizer may be required to provide their own generators in order to have sufficient electricity required for the event.

2. Indicate requests for any of the following City-provided rental equipment (check all that apply).

**Supplies are limited and granted upon availability.**

- |  |                      |  |                       |
|--|----------------------|--|-----------------------|
| <input type="checkbox"/> Bleachers                           | # requested _____    | <input type="checkbox"/> Benches   | # requested _____     |
| <input type="checkbox"/> Barricades                          | # requested _____    | <input checked="" type="checkbox"/> Picnic Tables                                    | # requested <u>15</u> |
| <input checked="" type="checkbox"/> Trash Carts              | # requested <u>6</u> | <input type="checkbox"/> Traffic Cones   | # requested _____     |
| <input checked="" type="checkbox"/> Recycling Carts          | # requested <u>4</u> | <input type="checkbox"/> Traffic Signs   | # requested _____     |
| <input checked="" type="checkbox"/> Showmobile (2 available) | # requested <u>1</u> | <input checked="" type="checkbox"/> Generator (1 available and only with Showmobile) |                       |
| <input type="checkbox"/> Reviewing Stands                    | # requested _____    |  |                       |
| <input checked="" type="checkbox"/> Fencing                  |                      |  |                       |

How many 50 foot sections of snow fencing? TBD How many 6 foot sections of white plastic portable fencing? \_\_\_\_\_

**G. Temporary Structures**

1. Will the event have any temporary structures or signage?  Yes  No (If no, skip to section H.)

Temporary structures are defined as anything that penetrates the ground by stakes, tools, or other equipment such as tents. The proposed location of the structure(s) must be noted on the site plan.

2. In addition to City Equipment, what other type of temporary structures will be at the event (check all that apply)?

- Tents (larger than 10x10 pop up)  Inflatables  Staging  Trailers  Dunk Tank  Signage\*  
 Portable restrooms/ handwash stations  Other (Please Explain): \_\_\_\_\_

\*Any signage must comply with Chapter 15 of the City's code of general ordinances. Include an example of proposed signage. For any questions on signage, contact City Development at: 262-653-4030.

3. I understand that if the event has any temporary structures, I must call Digger's Hotline no later than three (3) business days prior to the event.  Yes CJ Initial

\*\*\*VERY IMPORTANT\*\*\*

WI State Statute 182.0175 requires that the Event Organizer responsible for the planning and performance of any type of ground penetration and excavation provide advanced notice to Digger's Hotline (call 1-800-242-8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location. There are no exceptions.

**H. Security**

Event organizers are responsible for providing safety and security for all attendees. Measures must be taken to maintain order and enforce all laws, rules, and regulations pertinent to the event. The Kenosha Police and Fire Departments shall have the discretion to modify the required security plan as they deem necessary; and may recommend denial of the Special Event Permit if the security plan is inadequate.

1. Briefly describe security measures: *will have single head of the org be in charge of security, they will have a group of volunteers who will be continuously →*

- 2. Is approval for overnight security requested for the event?  Yes  No
- 3. Will the event have private security?  Yes  No
- 4. Will private security at the event be armed?  Yes  No
- 5. Private Security Company Name: \_\_\_\_\_ Phone #: \_\_\_\_\_
- 6. Are the services of the City of Kenosha Police personnel requested? (if so, contact Kenosha Police: 262-605-5216)  Yes  No
- 7. One member of the organization's security personnel or the organization's contact person must be designated "Head of Security" who can be reached at any time.

Name of Designated Head of Security: Brittnee J Jones  
First M.I. Last  
 Head of Security's Phone Number: 262-612-9712

**\*REQUIRED: Detailed security and operational plan:**  
 Attached  Will be submitted a minimum of 14 business days before the event.

**I. Insurance**

The Special Event Organizer shall, at a minimum, procure and maintain during the term of the Special Event occurrence based insurance policies, hereinafter specified insuring the Special Event and all associated Special Event activities. The Reviewing Authority may require additional coverages and/or increased coverage when deemed necessary. Certificates of Insurance must reflect:

- a. Commercial General Liability:  
 General Aggregate - Two Million Dollars (\$2,000,000.00)  
 Each Occurrence - One Million Dollars (\$1,000,000.00)
- b. Automobile Liability: (When required as a permit condition)  
 Combined single limit coverage for bodily injury and property damage per accident in the amount of One Million Dollars (\$1,000,000.00).
- c. Liquor Liability Coverage (When alcohol is approved for the Special Event)  
 General Aggregate - One Million Dollars (\$1,000,000.00)  
 Each Occurrence - One Million Dollars (\$1,000,000.00)
- d. Umbrella Liability in the following amounts over the Commercial General Liability and Automobile Liability amounts listed herein: (When required as a permit condition)  
 Two Million Dollars (\$2,000,000.00) per person  
 Two Million Dollars (\$2,000,000.00) aggregate
- e. Endorsements: The policy must be endorsed to name "The City of Kenosha, its elected officials, representatives, employees and agents" as additional insured. You must provide a copy of the actual endorsement.

The Commercial General Liability coverages required herein may be subject to a deductible or self-insured retention. If the Commercial General Liability insurance coverage policy has a deductible or self-insured retention, said deductible or self-insured retention cannot exceed \$5,000.00. The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability insurance policy.

**Certificate of Liability Insurance:**

Attached  Will be submitted a minimum of fourteen (14) business days before the event by the responsible agent on behalf of the event organization.

**J. Hold Harmless**

The Indemnity and Hold Harmless Agreement must be signed by an authorized agent of the organization presenting the event, and filed as a condition of approval.

- a)
- I understand the filing of this application does not ensure the issuance of this licenses.
  - I also understand that all Special Event Organizers and Vendors must comply with applicable Federal, State, County, and City laws, rules, and regulations.
  - I further understand that an incomplete application may cause a delay in processing or a denial of the event.
  - I have reviewed the [Code of General Ordinance Chapter 12.06 "Special Event Permit"](#)

Print Name of Authorized Agent: Chelsea Jones

Signature: *Chelsea Jones* Date: 04-10-24

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

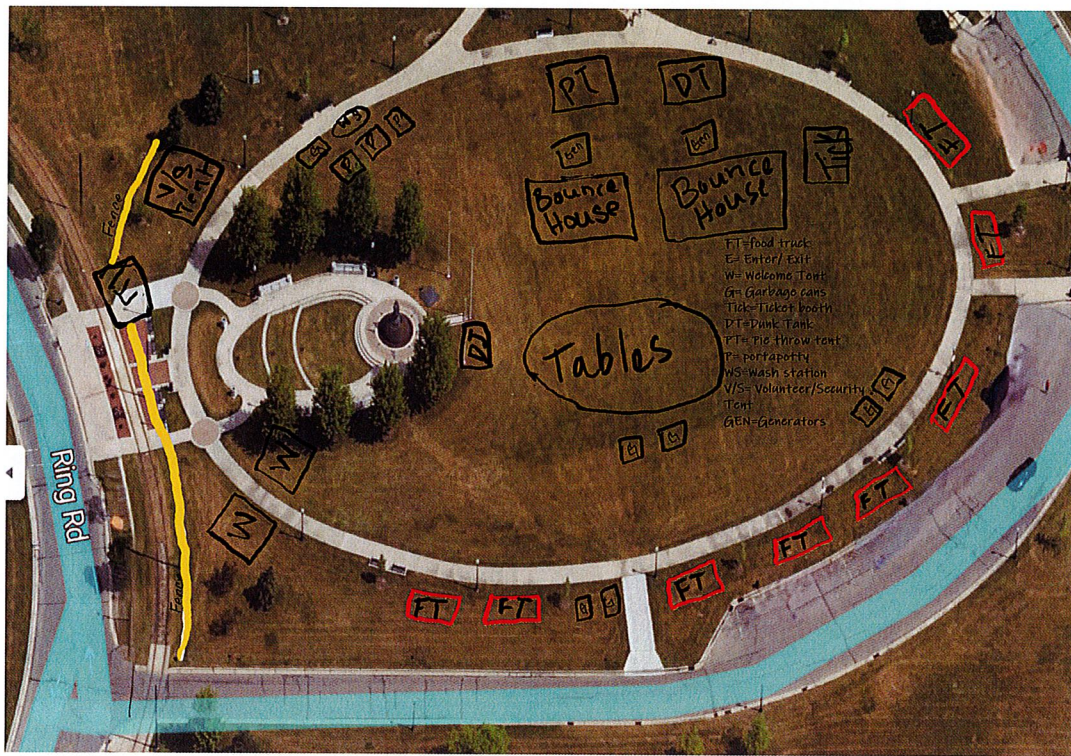
**SPECIAL EVENT APPLICATION  
CITY ORDINANCE CHAPTER 12.06**

Chelsea Jones  
Authorized Agent of Special Event Organizer

Special Event Organizer does hereby agree that it will indemnify, defend and hold harmless the City of Kenosha, the City of Kenosha Board of Public Works, and the City of Kenosha Board of Parks Commission and their respective officers, agents and employees (collectively "Indemnitees") against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on property or as a result of any operations, works, acts or omissions performed on property by Special Event Organizer, its officers, employees, contractors, subcontractors, independent contractors, agents, invitees or permitted users, or resulting from the Special Event Organizers failure to perform or observe any of the terms, covenants and conditions of this Agreement, or resulting from any conditions of property or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage. Upon the filing with the City of Kenosha, the City of Kenosha Public Works Committee, or the City of Kenosha Board of Park Commission of a claim for damages arising out of any incident(s) which Special Event Organizer herein agrees to indemnify, defend and hold Indemnitees harmless, Special Event Organizer shall be notified of such claim, and in the event that Special Event Organizer does not pay, settle or compromise such claim, then the Special Event Organizer shall undertake the legal defense of such claim both on behalf of Special Event Organizer and Indemnitees. It is specifically agreed, however, that Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by Special Event Organizer and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against Indemnitees for any cause for which Special Event Organizer is liable hereunder shall be conclusive against Special Event Organizer as to liability and amount of damages. This provision shall survive expiration or termination of this agreement to the extent necessary to effectuate its purpose.

*Chelsea Jones* 04-10-24  
Applicant Signature Date

Please sign, date and return the completed application to:  
**City of Kenosha Administration**  
**625 - 52<sup>nd</sup> Street**  
**Room 300**  
**Kenosha, WI 53140**





Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

BRYANTS LEGACY FOUNDATION INC  
6347 50TH AVE  
KENOSHA, WI 53142

Date:  
08/07/2023  
Employer ID number:  
93-2394487  
Person to contact:  
Name: Customer Service  
ID number: 31954  
Telephone: 877-829-5500  
Accounting period ending:  
December 31  
Public charity status:  
170(b)(1)(A)(vi)  
Form 990 / 990-EZ / 990-N required:  
Yes  
Effective date of exemption:  
~~July 13, 2023~~  
Contribution deductibility:  
Yes  
Addendum applies:  
No  
DLN:  
26053600003633

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

*Stephen A. Martin*

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

CITY OF KENOSHA  
GENERAL RECEIPT  
C O P Y

RECEIPT NO.: 198286  
RECEIPT DATE: 04/17/24  
RECEIPT NAME: BRYANT LEGACY FOUND.  
ADDRESS: 6347 50TH AVE

KENOSHA, WI 53142

BRYANT'S FAMILY FUN NIGHT  
8/9/24 - 8/10/24 BY BRYANT'S LEGACY FOUNDATION

DESCRIPTION/ACCT NUMBER	AMOUNT
SPECIAL EVENT APPLIC 110-00-44605-000-000	100.00
-----	
DUE:	100.00
CREDIT:	100.00
CHANGE:	

RECEIVED BY: PWCOUNT3

#





May 6, 2024

TO: Eric Haugaard, Chairperson of Park Commission (District 1)  
Jack Rose, Chairperson of Public Works Committee (District 15)

CC: Alderperson Siel (District 2)  
Kris Kochman, Community Relations Liaison

FROM: Katie Elder, CPRP                      Brian Cater, PE  
Director of Parks                      Director of Public Works

RE: Park Commission: Request from Kenosha Community Sailing Center for use of North Pier Beach on Simmons Island on August 24, 2024 to hold the Lakefest. (District 2)

Public Works Committee: Request from Kenosha Community Sailing Center for use of Harbor Park Promenade on August 24, 2024 to hold the Lakefest. (District 2)

**BACKGROUND/ANALYSIS**

Kenosha Community Sailing Center is requesting from the Board of Park Commission the use of North Pier Beach on Simmons Island on August 24, 2024 to:

and from the Public Works Committee the use of Harbor Park Promenade on August 24, 2024 to:

- a. Hold the Lakefest event
- b. Have set up on August 23, 2024
- c. Have takedown on August 25, 2024
- d. Extend the Park Hours until 11PM
- e. Have Food Vendors
- f. Have Temporary Signage and Structures (Tents and Portable Restrooms)
- g. Have Games
- h. Have Public Entertainment (Band, DJ, Theatre)
- i. Sell Fermented Malt and/or Wine Beverages [wristbands for 21+ or restricted area]

Event hours will be 10AM-11PM. Setup will take place beginning at 3PM on August 23, 2024 and take down is scheduled for August 25, 2024 at 10AM.

Assuming availability, as determined by City Staff, the requested equipment will be supplied by the Department of Parks.

The event description: No description on the application.

## CONDITIONS OF APPROVAL

**If conditions are not followed, the event may be shut down by the City, and any future events may be rejected.**

1. Approved Operation of the following activities:
  - a. Have Food Vendors
  - b. Have Temporary Signage and Structures (Tents and Portable Restrooms)
  - c. Games
  - d. Have Public Entertainment (Band, DJ, Theatre)
  - e. Sell Fermented Malt and/or Wine Beverages [wristbands for 21+ or restricted area]
2. Vendor list with contact information must be submitted a minimum of 14 business days before the event to Kenosha Fire and Kenosha County Health.
  - a. Event Organizers may reach out to Kenosha County Public Health staff who are available to review plans and have discussion for any event.
  - b. The applicant must contact the Fire Prevention Bureau at 262.653.4410 or 262.653.4109 a minimum of fourteen (14) days prior to the event in order to coordinate inspections for the day of the event. All food trucks with grease laden vapors are required to have a fire suppression unit in their trucks per City Ordinance and State Fire Code.
3. Applicants must obtain a Temporary Class "B" license from the City Clerk-Treasurer's office. They can be contacted at 262.653.4020 or by emailing [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org). Applicants must apply a minimum of 30 days prior to the event.
4. All signage must comply with Chapter 15 of the Code of General Ordinances.
5. Per [WI State Statute 182.0175](#), the applicant is responsible for planning and performance of any type of ground penetration and excavation by providing advanced notice to Digger's Hotline (call 1.800.242.8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location.
6. Applicants are responsible for litter and debris and the site must be picked up at the end of the event.
  - a. Applicants are required to place all recyclables and trash in designated areas as determined by the Department of Parks. Recycling shall comply with the City of Kenosha recycling rules ([Code of General Ordinances 5.119](#) (H. Recyclable materials)). All other items shall be placed in the trash containers. If Recycling Containers are contaminated by items, other than those listed, applicants may be subject to additional charges.
7. The City can only authorize uses of City owned property or public rights-of-way. Any activity shown on private property must be authorized by the owner.
  - a. Applicants will be responsible for any damage caused to City property as a result of this event.
8. Submission of an Operational & Security Plan and Safety & Evacuation Plan (per NFPA 1 Chapter 10) is required and must be approved by the City Staff. These plans shall be submitted within 30-60 days prior to the start of the event. Please note the event will not be allowed to begin until approval is obtained and final authorization letter is executed.
9. Event Organizers must receive prior permission from the Department of Public Works (a minimum of 14 days prior to the event) for any request for directional markings on any structure, fixture, surface within the City's jurisdiction. If the request is approved, by the Department of Public Works, only the use of dry stick sidewalk-type chalks. All spray paints and spray chalks of any kind regardless of the claims by the manufacturer will be strictly prohibited. The use of such products will result in the organization being billed for all costs incurred to remove marks and/or restore the clean appearance of city paved surfaces and face the possible loss of permit privileges in the future. To establish the locations within the event area, organizers of all future events will be required to limit the use of markings to temporary signs on lathe or similar posts or the use of dry stick sidewalk-type chalks only. There will be no exceptions allowed for weather-related reasons or other.
10. The Applicant must:
  - a. Supervise all persons using the location under authority of the Special event permit.
  - b. Reimburse the City for any costs incurred in enforcing Permit Standards and Conditions within 30 days of receiving an invoice.
    - i. Event is subject to the annual fee table upon approval by Committee(s)
  - c. Procure any license or other permits required for this activity.
  - d. Obtain approval from City Development for any on site signage and obtain any necessary permits.
  - e. Provide private security for traffic issues, parking and/or crowd control.
11. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin as required by paragraph L of the Special Event Ordinance. The endorsements need to be filed in addition to the Certificate. These must be received fourteen (14) days prior to the event start date.
12. The event will be required to meet all requirements in the Code of General Ordinances for the City of Kenosha that are in effect at the time of the event.
13. Compliance with applicable Federal, State, County and City laws, rules and regulations including licensing conditions and operational requirements contained within Sections 5.04, 6.05, 12.02, 12.03, 12.04, 12.05, 13.03, 13.035, and 14.025.



**Application for a Special Event Permit\*  
Form #ADM400 (rev. 12/2021)**

\*Subject to Change

- Nonrefundable Fee: \$100 if submitted 45 days or more before an event
- Nonrefundable Fee: \$500 if submitted 30-45 days before an event
- Applications for an event less than 30 days away will not be considered*  
Fee waived by ordinance

Before completing this application, carefully read the Special Event Planning Guide found at [www.kenosha.org](http://www.kenosha.org)

Event Name: LAKEFEST

Event Date(s) Requested: 08/24/2024 Rain Date(s): NONE

**A. Event Organization**

1. Organization's Name: KENOSHA COMMUNITY SAILING CENTER
2. Does this organization hold not-for-profit status?  No  Yes (Please provide verification of 501(c) 3 status by submitting organization's IRS determination letter which outlined your tax-exemption or call IRS Customer Service at 1-877-829-5500 to request a copy). *Required to receive non-profit rate for equipment rental.*
3. Organization's Address: POB 123 City: KENOSHA State: WI Zip: 53140
4. Contact Person: MERYL STRICHARTZ
5. Contact Phone: 262-498-6639 Contact Email: MERYL@KENOSHABEACHHOUSE.COM

**B. Event Location**

1. Location (check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> City Street                   | <input type="checkbox"/> City Sidewalk          | <input checked="" type="checkbox"/> City Park | <input type="checkbox"/> City-Owned Building* |
| <input checked="" type="checkbox"/> City Owned Parcels | <input type="checkbox"/> Water Utility Property | <input type="checkbox"/> Airport Property     | <input type="checkbox"/> Transit Property     |

Name & Address of the park, and any building\* (includes shelter, concession area, bandshell, etc.):  
PROMENADE ALONG 54TH ST & NORTH PIER BEACH ON SIMMONS ISLAND

2. Does the event require any streets to be closed?  Yes  No  
Name of street: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

3. Type of street use requiring closure:  Parade  Run or Walk  Other: \_\_\_\_\_

4. Attach a scaled site plan of the event location and include the following if applicable:  Site Plan Attached

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Fences                                       | <input type="checkbox"/> Entrances/Exits  | <input type="checkbox"/> Volunteer Check-in                            |
| <input type="checkbox"/> Beer Garden                                  | <input type="checkbox"/> Staging Areas    | <input type="checkbox"/> Vendor locations                              |
| <input type="checkbox"/> Waste Containers                             | <input type="checkbox"/> Portable Toilets | <input type="checkbox"/> Routes & Traffic Lanes (including barricades) |
| <input type="checkbox"/> Stages                                       | <input type="checkbox"/> Signage          | <input type="checkbox"/> Parking (including handicapped spaces)        |
| <input type="checkbox"/> Temporary Structures (tents, trailers, etc.) |   | <input type="checkbox"/> Street parking restrictions                   |

**C. Event Operation Plan & Details**

1. Attach additional pages for events more than 3 days. Each day's event times must be listed.

SET-UP DATE	DAY 1 EVENT DATE	DAY 2 EVENT DATE	DAY 3 EVENT DATE	TEAR-DOWN DATE
08/23/24	08/24/2024			08/25/2024
SET-UP TIME	DAY 1 START & END TIMES	DAY 2 START & END TIMES	DAY 3 START & END TIMES	TEAR-DOWN TIME
3PM	10AM-11PM			10 AM

2. Estimated Number of Attendees Per Day: 4,000

3. Event Description (provide a brief description of the event; attach additional pages if needed):

4. Indicate if the event will have any of the following (check all that apply):

- Food Vendors     Merchandise Vendors     Artwork Displays/Sales     Signage
- Animal Rides     Petting Zoo     Rides     Announcements/Speeches
- Fireworks\*     Bonfire\*     Pyrotechnic Devices\*     Horse Drawn Vehicles\*\*
- Carnival     Circus     Games     Public Entertainment
- Other: \_\_\_\_\_     Sports tournament (list type: softball, hardball, rugby, etc.): \_\_\_\_\_     Band     DJ     Theatre

\*If approved by the Parks Commission, an [Open Burning/Fireworks Permit](#) may be obtained a minimum of fourteen (14) business days before the event. For details, contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109.

\*\*The event must be in compliance with [Chapter 14.025 C & D](#) of the Code of General Ordinances.

**D. Beer/Wine**

1. Will beer and/or wine be served or sold at the event?  Yes     No (If no, skip to section E.)  
**Event staff or security will check identification and issue wristbands to anyone age 21 and older who wishes to purchase beer or wine.**

2. Name of organization applying for the Temporary Class "B" Retailer's License: KENOSHA COMMUNITY SAILING CENTER  
 Contact the City Clerk-Treasurer's office at 262-653-4020 or by emailing [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org) a minimum of 30 days prior to the event to obtain a [Temporary Class "B"/"Class B" Retailer's License](#).

3. Specify, for each day of sale, the start and end times when beer/wine will be sold. Attach additional sheets if needed for more than 3 days. Note: If the event is in a Park, all beer/wine sales after 10 p.m. must get approval from the Board of Parks Commission.

Day 1 Date of beer/wine sales	Day 2 Date of beer/wine sales	Day 3 Date of beer/wine sales
Start Time 11 AM	Start Time	Start Time
End time 11 PM	End time	End time

**E. Food/Merchandise**

1. Will food be sold or served at your event?  Sold  Served  No Food

Contact the Kenosha County Health Department at 262-605-6700 or by emailing Mark Melotik at [mark.melotik@kenoshacounty.org](mailto:mark.melotik@kenoshacounty.org) or Brad Wozniak at [brad.wozniak@kenoshacounty.org](mailto:brad.wozniak@kenoshacounty.org) for information on the safe handling of food and beverages.

Contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 a minimum of fourteen (14) business days prior to the event in order to coordinate inspections for the day of the event.

2. Will vendors sell merchandise at the event?  Yes  No

◆ If yes to either food or merchandise, complete a Vendor List and submit it at least fourteen (14) days prior to the event to Administration. A copy will be sent to the Health Department and the Fire Department.

**F. Equipment Rental**

1. Will the event need: Electricity  Yes  No Water  Yes  No

Service for electric and water varies by location. The organizer may be required to provide their own generators in order to have sufficient electricity required for the event.

2. Indicate requests for any of the following City-provided rental equipment (check all that apply).

**Supplies are limited and granted upon availability.**

- |  |                   |  |                   |
|--|-------------------|--|-------------------|
| <input checked="" type="checkbox"/> Bleachers                | # requested 4     | <input type="checkbox"/> Benches   | # requested _____ |
| <input type="checkbox"/> Barricades                          | # requested _____ | <input checked="" type="checkbox"/> Picnic Tables                                    | # requested 8     |
| <input checked="" type="checkbox"/> Trash Carts              | # requested 4     | <input type="checkbox"/> Traffic Cones   | # requested _____ |
| <input type="checkbox"/> Recycling Carts                     | # requested _____ | <input type="checkbox"/> Traffic Signs   | # requested _____ |
| <input checked="" type="checkbox"/> Showmobile (2 available) | # requested 1     | <input checked="" type="checkbox"/> Generator (1 available and only with Showmobile) |                   |
| <input checked="" type="checkbox"/> Reviewing Stands         | # requested 1     |  |                   |
| <input checked="" type="checkbox"/> Fencing                  |                   |  |                   |

How many 50 foot sections of snow fencing? \_\_\_\_\_ How many 6 foot sections of white plastic portable fencing? 20

**G. Temporary Structures**

1. Will the event have any temporary structures or signage?  Yes  No (If no, skip to section H.)  
Temporary structures are defined as anything that penetrates the ground by stakes, tools, or other equipment such as tents. The proposed location of the structure(s) must be noted on the site plan.

2. In addition to City Equipment, what other type of temporary structures will be at the event (check all that apply)?

- Tents  Inflatables  Staging  Trailers  Dunk Tank  Signage\*  
*(larger than 10x10 pop up)*
- Portable restrooms/ handwash stations  Other (Please Explain): \_\_\_\_\_

\*Any signage must comply with Chapter 15 of the City's code of general ordinances. Include an example of proposed signage. For any questions on signage, contact City Development at: 262-653-4030.

3. I understand that if the event has any temporary structures, I must call Digger's Hotline no later than three (3) business days prior to the event.  Yes ms Initial

\*\*\*VERY IMPORTANT\*\*\*

**WI State Statute 182.0175 requires that the Event Organizer responsible for the planning and performance of any type of ground penetration and excavation provide advanced notice to Digger's Hotline (call 1-800-242-8511) no later than three (3) business days prior to the ground penetration. Digger's Hotline will provide a ticket number and the date when structures will be able to be placed at your approved location. There are no exceptions.**

**H. Security**

Event organizers are responsible for providing safety and security for all attendees. Measures must be taken to maintain order and enforce all laws, rules, and regulations pertinent to the event. The Kenosha Police and Fire Departments shall have the discretion to modify the required security plan as they deem necessary; and may recommend denial of the Special Event Permit if the security plan is inadequate.

1. Briefly describe security measures: EVENT ORGANIZER, STAFF AND VOLUNTEERS WILL ENFORCE RULES IN IDENTIFIABLE SECUR

2. Is approval for overnight security requested for the event?  Yes  No

3. Will the event have private security?  Yes  No

4. Will private security at the event be armed?  Yes  No

5. Private Security Company Name: TBD Phone #: \_\_\_\_\_

6. Are the services of the City of Kenosha Police personnel requested? (if so, contact Kenosha Police: 262-605-5216)  
 Yes  No

7. One member of the organization's security personnel or the organization's contact person must be designated "Head of Security" who can be reached at any time.

Name of Designated Head of Security: JIM BUCK  
First M.I. Last

Head of Security's Phone Number: 262-705-2832

**\*REQUIRED: Detailed security and operational plan:**

Attached  Will be submitted a minimum of 14 business days before the event.

**I. Insurance**

The Special Event Organizer shall, at a minimum, procure and maintain during the term of the Special Event occurrence based insurance policies, hereinafter specified insuring the Special Event and all associated Special Event activities. The Reviewing Authority may require additional coverages and/or increased coverage when deemed necessary. Certificates of Insurance must reflect:

a. Commercial General Liability:

General Aggregate - Two Million Dollars (\$2,000,000.00)

Each Occurrence - One Million Dollars (\$1,000,000.00)

b. Automobile Liability: (When required as a permit condition)

Combined single limit coverage for bodily injury and property damage per accident in the amount of One Million Dollars (\$1,000,000.00).

c. Liquor Liability Coverage (When alcohol is approved for the Special Event)

General Aggregate - One Million Dollars (\$1,000,000.00)

Each Occurrence - One Million Dollars (\$1,000,000.00)

d. Umbrella Liability in the following amounts over the Commercial General Liability and Automobile Liability amounts listed herein: (When required as a permit condition)

Two Million Dollars (\$2,000,000.00) per person

Two Million Dollars (\$2,000,000.00) aggregate

e. Endorsements: The policy must be endorsed to name "The City of Kenosha, its elected officials, representatives, employees and agents" as additional insured. You must provide a copy of the actual endorsement.

The Commercial General Liability coverages required herein may be subject to a deductible or self-insured retention. If the Commercial General Liability insurance coverage policy has a deductible or self-insured retention, said deductible or self-insured retention cannot exceed \$5,000.00. The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability insurance policy.

**Certificate of Liability Insurance:**

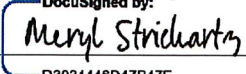
Attached  Will be submitted a minimum of fourteen (14) business days before the event by the responsible agent on behalf of the event organization.

**J. Hold Harmless**

The Indemnity and Hold Harmless Agreement must be signed by an authorized agent of the organization presenting the event, and filed as a condition of approval.

a)

- I understand the filing of this application does not ensure the issuance of this licenses.
- I also understand that all Special Event Organizers and Vendors must comply with applicable Federal, State, County, and City laws, rules, and regulations.
- I further understand that an incomplete application may cause a delay in processing or a denial of the event.
- I have reviewed the [Code of General Ordinance Chapter 12.06 "Special Event Permit"](#)

Print Name of Authorized Agent: MERYL STRICHARTZ  
DocuSigned by:  
 Signature:  Date: 04/08/2024  
D3034446D47B47F...

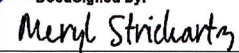
**INDEMNITY AND HOLD HARMLESS AGREEMENT**

**SPECIAL EVENT APPLICATION  
CITY ORDINANCE CHAPTER 12.06**

**MERYL STRICHARTZ**

Authorized Agent of Special Event Organizer

Special Event Organizer does hereby agree that it will indemnify, defend and hold harmless the City of Kenosha, the City of Kenosha Board of Public Works, and the City of Kenosha Board of Parks Commission and their respective officers, agents and employees (collectively "Indemnitees") against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on property or as a result of any operations, works, acts or omissions performed on property by Special Event Organizer, its officers, employees, contractors, subcontractors, independent contractors, agents, invitees or permitted users, or resulting from the Special Event Organizers failure to perform or observe any of the terms, covenants and conditions of this Agreement, or resulting from any conditions of property or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage. Upon the filing with the City of Kenosha, the City of Kenosha Public Works Committee, or the City of Kenosha Board of Park Commission of a claim for damages arising out of any incident(s) which Special Event Organizer herein agrees to indemnify, defend and hold Indemnitees harmless, Special Event Organizer shall be notified of such claim, and in the event that Special Event Organizer does not pay, settle or compromise such claim, then the Special Event Organizer shall undertake the legal defense of such claim both on behalf of Special Event Organizer and Indemnitees. It is specifically agreed, however, that Indemnitees, at their own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by Special Event Organizer and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against Indemnitees for any cause for which Special Event Organizer is liable hereunder shall be conclusive against Special Event Organizer as to liability and amount of damages. This provision shall survive expiration or termination of this agreement to the extent necessary to effectuate its purpose.

DocuSigned by:  
 04/08/2024  
 Applicant Signature... Date

Please sign, date and return the completed application to:  
**City of Kenosha Administration**  
**625 - 52<sup>nd</sup> Street**  
**Room 300**  
**Kenosha, WI 53140**



● Volunteer checkin/vendors/activities/info 10x10 booths



CITY OF KENOSHA  
GENERAL RECEIPT  
C O P Y

RECEIPT NO.: 198165  
RECEIPT DATE: 04/09/24  
RECEIPT NAME: MERYL STRICHARTZ  
ADDRESS: POB 123

KENOSHA, WI 53140

LAKEFEST 8/24/2024

DESCRIPTION/ACCT NUMBER	AMOUNT
SPECIAL EVENT APPLIC 110-00-44605-000-000	100.00
	-----
DUE:	100.00
CHECK:	100.00
CHANGE:	

CHECK NO: 1129  
RECEIVED BY: PWCOUNT3

#



**BRIAN CATER, PE**  
Director of Public Works

April 29, 2024

To: Jack Rose, Chairperson, Public Works Committee  
Bill Siel, Chairperson, Stormwater Utility Committee

From: Brian Cater, PE  
Director of Public Works

Subject: Acceptance of KAT Phase II Public Improvements

**BACKGROUND INFORMATION**

BREG Brookstone, LLC has completed the public infrastructure associated with their KAT Phase II Subdivision development per the Development Agreement.

The roadway, lighting and stormwater improvements, including bioretention basin on KAT Subdivision 2, Outlot-5 have been inspected and are being recommended for acceptance. All improvements are in place and operational. At this point we believe that the developer has met the necessary requirements to recommend acceptance to both Committees and Common Council.

KAT Phase II Subdivision constructed (see attached Plans) 40<sup>th</sup> Street and 41<sup>st</sup> Street from 34<sup>th</sup> Avenue thru 32<sup>nd</sup> Avenue, 44<sup>th</sup> Street from 34<sup>th</sup> Avenue to 33<sup>rd</sup> Avenue and 33<sup>rd</sup> Avenue from 40<sup>th</sup> Street to 44<sup>th</sup> Street have been completed and all necessary infrastructure. Upon acceptance by the Common Council, the City will be responsible for the operation and maintenance of these streets and related public infrastructure within the public right-of-way. Also upon acceptance, the Developer must guarantee all public improvements for a period of one (1) year.

**RECOMMENDATION**

Acceptance of KAT Phase II Subdivision Public Improvements.

**Public Works Committee Item 5.**

**May 13, 2024**

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC

www.pinnacle-engr.com

ISSUED FOR CONSTRUCTION

COVER SHEET

# ENGINEERING IMPROVEMENT PLANS FOR KAT SUBDIVISION

## KENOSHA, WISCONSIN

### PLANS PREPARED FOR

## BEAR DEVELOPMENT

### 4011 80TH STREET KENOSHA, WISCONSIN 53142



**PROJECT LOCATION**

LEGEND		EXISTING	PROPOSED
SANITARY SEWER MANHOLE		⊙	⊙
STORM SEWER MANHOLE		⊙	⊙
STORM SEWER CATCH BASIN (ROUND CASTING)		⊙	●
STORM SEWER CATCH BASIN (RECTANGULAR CASTING)		□	■
PRECAST FLARED END SECTION		△	▲
VALVE BOX		×	■
FIRE HYDRANT		⊙	⊙
CLEANOUT		⊙	⊙
SANITARY SEWER		—	—
STORM SEWER		—	—
WATER MAIN		—	—
ELECTRICAL CABLE		—	—
GAS MAIN		—	—
TELEPHONE LINE		—	—
UTILITY CROSSING		—	—
LIGHTING		⊙	⊙
ELECTRICAL TRANSFORMER OR PEDESTAL		⊙	⊙
POWER POLE		⊙	⊙
POWER POLE WITH LIGHT		⊙	⊙
GUY WIRE		—	—
STREET SIGN		⊙	⊙
CONTOUR		—	—
SPOT ELEVATION		x (750.00)	↑ 750.00
WETLANDS		—	—
FLOODWAY		—	—
FLOODPLAIN		—	—
HIGH WATER LEVEL (HWL)		—	—
NORMAL WATER LEVEL (NWL)		—	—
DIRECTION OF SURFACE FLOW		—	—
DITCH OR SWALE		—	—
DIVERSION SWALE		—	—
OVERFLOW RELIEF ROUTING		—	—
TREE WITH TRUNK SIZE		⊙	⊙
SOIL BORING		⊙	⊙
TOPSOIL PROBE		⊙	⊙
FENCE LINE, TEMPORARY SILT		—	—
FENCE LINE, WIRE		—	—
FENCE LINE, CHAIN LINK OR IRON		—	—
FENCE LINE, WOOD OR PLASTIC		—	—
CONCRETE SIDEWALK		—	—
CURB AND GUTTER		—	—
DEPRESSED CURB		—	—
REVERSE PITCH CURB & GUTTER		—	—
EASEMENT LINE		—	—

ABBREVIATIONS			
BL	BASE LINE	MH	MANHOLE
BP	BOTTOM OF PIPE	NWL	NORMAL WATER LEVEL
C	LONG CHORD OF CURVE	PC	POINT OF CURVATURE
C & G	CURB AND GUTTER	PT	POINT OF TANGENCY
CB	CATCH BASIN	PVI	POINT OF VERTICAL INTERSECTION
CL	CENTERLINE	R	RADIUS
D	DEGREE OF CURVE	ROW	RIGHT-OF-WAY
EP	EDGE OF PAVEMENT	SAN	SANITARY SEWER
FF	FINISHED FLOOR	ST	STORM SEWER
FG	FINISHED GRADE	T	TANGENCY OF CURVE
FL	FLOW LINE	TB	TOP OF BANK
FP	FLOODPLAIN	TC	TOP OF CURB
FR	FRAME	TF	TOP OF FOUNDATION
FW	FLOODWAY	TP	TOP OF PIPE
FYG	FINISHED YARD GRADE	TS	TOP OF SIDEWALK
HWL	HIGH WATER LEVEL	TW	TOP OF FOUNDATION WALL
INV	INVERT	WM	WATER MAIN
L	LENGTH OF CURVE	∆	INTERSECTION ANGLE

GENERAL NOTES	
1.	THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL OR OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE OWNER'S DIRECTION.
2.	A GEOTECHNICAL REPORT HAS BEEN PREPARED BY GESTRA DATED FEBRUARY 27, 2020 FOR THE PROJECT SITE. THE DATA ON SUB-SURFACE SOIL CONDITIONS IS NOT INTENDED AS A REPRESENTATION OR WARRANTY OF THE CONTINUITY OF SUCH CONDITIONS BETWEEN BORINGS OR INDICATED SAMPLING LOCATIONS. IT SHALL BE EXPRESSLY UNDERSTOOD THAT OWNER WILL NOT BE RESPONSIBLE FOR ANY INTERPRETATIONS OR CONCLUSIONS DRAWN THERE FROM BY THE CONTRACTOR. DATA IS MADE AVAILABLE FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY ADDITIONAL SOILS INVESTIGATIONS THEY FEEL IS NECESSARY FOR THE PROPER EVALUATION OF THE SITE FOR PURPOSES OF PLANNING, BIDDING, OR CONSTRUCTING THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.
3.	THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.
4.	THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES LEARNED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
5.	THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON ITS OWN COMPUTATIONS AND IN NO SUCH INSTANCE RELY ON THE ENGINEER'S ESTIMATE.
6.	QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BINDING ON ALL PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
7.	PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE, AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT, OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OF JOB EXTRAS.
8.	COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS IN ENTIRETY AND CERTIFIES THAT THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS; ALL APPLICABLE PERMITS HAVE BEEN OBTAINED; AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.
9.	SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT COMMENCE, OR CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
10.	THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT. OBTAINING PERMITS, OR DELAYS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
11.	THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND DIGGER'S HOTLINE IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS.
12.	SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
13.	CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER SUCH THAT DEBRIS IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL "GOOD HOUSEKEEPING."
14.	THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.

INDEX OF SHEETS	
1	COVER SHEET
2	GENERAL NOTES
3	EXISTING CONDITIONS
4	SUBDIVISION SITE PLAN
5 - 8	GRADING PLAN
9	INTERIM DRAINAGE PLAN
10 - 13	EROSION CONTROL PLAN
14 - 19	SANITARY SEWER PLAN & PROFILE
20 - 25	WATER MAIN PLAN & PROFILE
26 - 32	STORM SEWER & ROADWAY PLAN & PROFILE
33 - 35	ADA RAMP DETAILED VIEWS
36	STREET LIGHT PLAN
37 - 40	CONSTRUCTION DETAILS

PROJECT CONTACTS	
<b>DESIGNER CONTACTS</b>	
AARON KOCH 20725 WATERTOWN ROAD, SUITE 100 BROOKFIELD, WI 53186 (262) 754-8888	BRYAN POKOS 20725 WATERTOWN ROAD, SUITE 100 BROOKFIELD, WI 53186 (262) 754-8888
<b>DEVELOPER</b>	
DAN SZCZAP 4011 80TH STREET KENOSHA, WI 53142 (262) 842-0556	

**CONTACT CITY INSPECTOR  
(262-945-3475), 24 HOURS PRIOR TO  
WORK STARTING IN PUBLIC RIGHT OF  
WAY**

**DIGGERS HOTLINE**

Toll Free (800) 242-8511  
Milwaukee Area (414) 259-1181  
Hearing Impaired TDD (800) 542-2289  
www.DiggersHotline.com

PINNACLE ENGINEERING GROUP, LLC  
ENGINEER'S LIMITATION

PINNACLE ENGINEERING GROUP, LLC AND THEIR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED PRIOR TO BID SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

FURTHERMORE, PINNACLE ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR CONSTRUCTION SAFETY OR THE MEANS AND METHODS OF CONSTRUCTION.

PLAN | DESIGN | DELIVER  
www.pinnacle-engr.com

**PINNACLE ENGINEERING GROUP**

ENGINEERING | NATURAL RESOURCES | SURVEYING

WISCONSIN OFFICE: 15850 W. BLUEMOUND ROAD, BROOKFIELD, WI 53005 (262) 754-8888  
CHICAGO | MILWAUKEE | NATIONWIDE

**KAT SUBDIVISION  
CITY OF KENOSHA, WISCONSIN**

**COVER SHEET**

REVISIONS		DATE	BY	DATE	BY
1	PER CITY COMMENTS	08/04/20	AEK	02/09/21	NTS
2	PER CITY COMMENTS	10/13/20	AEK	04/08/21	NTS
3	PER CITY COMMENTS	12/11/20	AEK	05/04/21	NTS
4	ADDENDUM #1	01/13/21	AEK		NTS

PEG JOB No. 1807-10  
START DATE 04/02/20  
SCALE  
SHEET 1 OF 40

# Phase 2 Roadway Improvements

## Phase 2 Area

PROPOSED SIDEWALK & ROADWAY

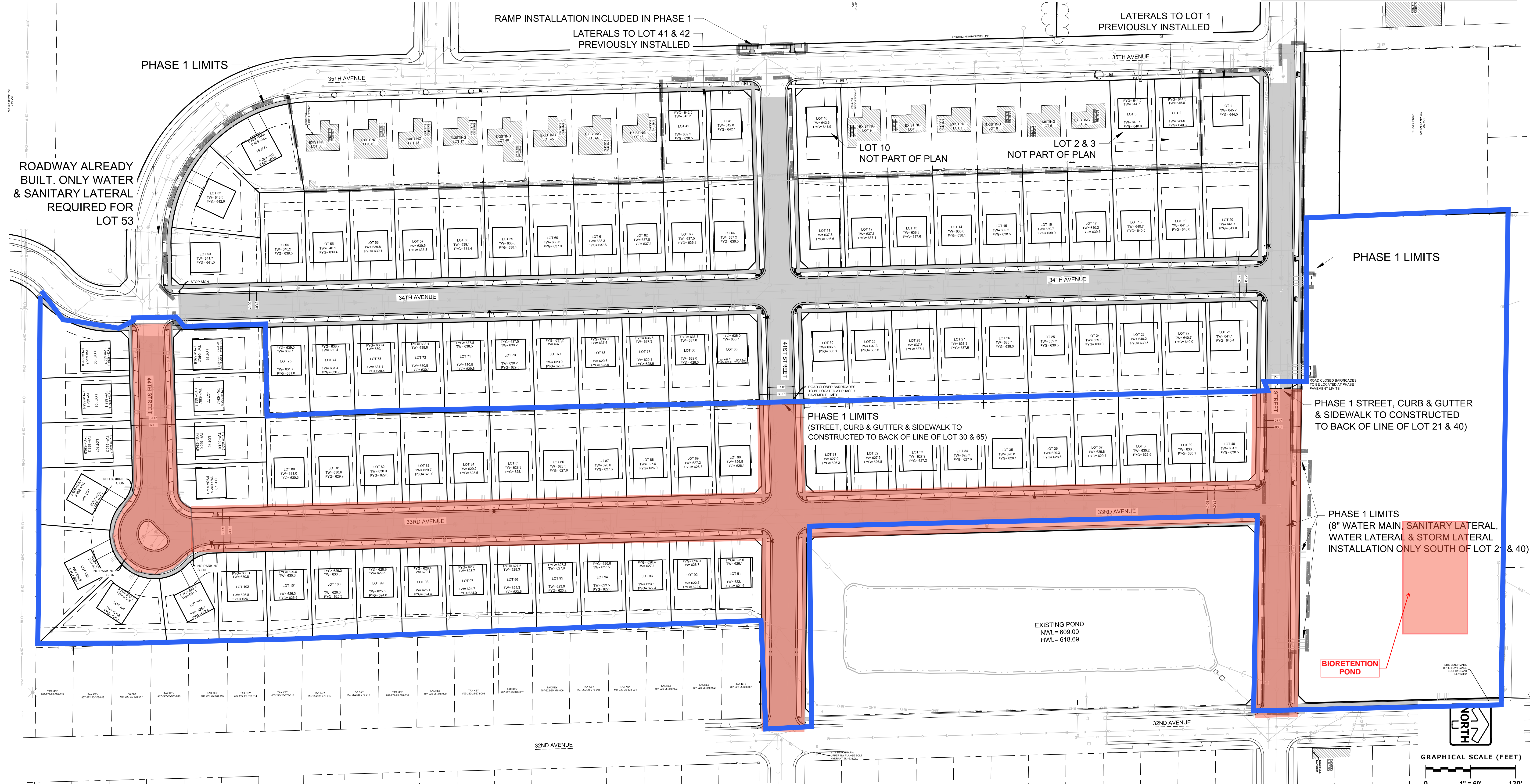
SIDEWALK TO BE CONSTRUCTED IN FRONT OF LOTS AT THE TIME OF LOT CONSTRUCTION

DRIVEWAY CURB CUTS TO BE COMPLETED AT TIME OF LOT CONSTRUCTION

ZONING:  
- RS-2 SINGLE FAMILY RESIDENTIAL

SETBACKS:  
- FRONT: 25 FEET  
- REAR: 25 FEET  
- SIDE YARD  
- INTERIOR SIDE YARD: 5 FEET  
- STREET SIDE YARD: 12.5 FEET

LOT MINIMUMS:  
- LOT SIZE: 7,000 SF  
- LOT WIDTH: 60.0'



ROADWAY ALREADY BUILT. ONLY WATER & SANITARY LATERAL REQUIRED FOR LOT 53

RAMP INSTALLATION INCLUDED IN PHASE 1  
LATERALS TO LOT 41 & 42 PREVIOUSLY INSTALLED

LATERALS TO LOT 1 PREVIOUSLY INSTALLED

LOT 10 NOT PART OF PLAN

LOT 2 & 3 NOT PART OF PLAN

PHASE 1 LIMITS

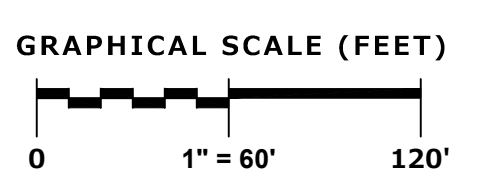
PHASE 1 LIMITS (STREET, CURB & GUTTER & SIDEWALK TO CONSTRUCTED TO BACK OF LINE OF LOT 30 & 65)

PHASE 1 STREET, CURB & GUTTER & SIDEWALK TO CONSTRUCTED TO BACK OF LINE OF LOT 21 & 40)

PHASE 1 LIMITS (8" WATER MAIN, SANITARY LATERAL, WATER LATERAL & STORM LATERAL INSTALLATION ONLY SOUTH OF LOT 2 & 40)

EXISTING POND  
NWL= 609.00  
HWL= 618.69

BIORETENTION POND



PLAN | DESIGN | DELIVER  
www.pinnacle-engr.com

**PINNACLE ENGINEERING GROUP**  
ENGINEERING | NATURAL RESOURCES | SURVEYING

WISCONSIN OFFICE:  
15850 W. BLUEMOUND ROAD  
BROOKFIELD, WI 53005  
(262) 754-8888  
CHICAGO | MILWAUKEE | NATIONWIDE

# KAT SUBDIVISION CITY OF KENOSHA, WISCONSIN

## SUBDIVISION SITE PLAN

### REVISIONS

1	PER CITY COMMENTS	08/04/20	5	PER CITY COMMENTS	02/09/21
2	PER CITY COMMENTS	10/13/20	6	PER CITY COMMENTS	04/08/21
3	PER CITY COMMENTS	12/11/20	7	ISSUED FOR CONSTRUCTION	05/04/21
4	ADDENDUM #1	01/13/21			

PEG JOB No. 1807-10  
AEK  
START DATE 04/02/20  
SCALE 1"=60'  
SHEET 4  
40

**RESOLUTION NO. \_\_\_\_\_**  
**BY: FINANCE COMMITTEE**

**RESOLUTION TO CORRECT RESOLUTION #35-24**

**PROJECT #23-1044 56th Avenue & 42nd Avenue Resurfacing**

WHEREAS, Resolution #35-24 for Project #23-1044 56th Avenue & 42nd Avenue Resurfacing in the amount of \$2,804.63 was passed by the Kenosha Common Council on March 18, 2024,

WHEREAS, it has been determined that Parcel #02-122-02-107-001 was incorrectly billed in the amount of \$519.38, and should have been billed in the amount of \$207.75.

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$2,804.63 to \$2,493.00.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Approved:

Date:

\_\_\_\_\_  
David F. Bogdala, Mayor

Attest:

\_\_\_\_\_  
Michelle L. Nelson, City Clerk-Treasurer

**RESOLUTION NO. \_\_\_\_\_**  
**BY: FINANCE COMMITTEE**

**RESOLUTION TO CORRECT RESOLUTION #36-24**

**PROJECT #23-1206 Sidewalk & Curb/Gutter Program West**

WHEREAS, Resolution #36-24 for Project #23-1206 Sidewalk & Curb/Gutter Program West (Properties West of 30th Avenue) in the amount of \$65,873.24 was passed by the Kenosha Common Council on March 18, 2024,

WHEREAS, it has been determined that a special assessment against Parcel #02-122-02-259-024 in the amount of \$814.38 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #03-122-03-402-025 in the amount of \$698.04 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #03-122-10-428-005 in the amount of \$166.20 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #04-122-12-226-001 in the amount of \$2,077.50 for sidewalk repair was levied in error,

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$65,873.24 to \$62,117.12.

Passed this 20th day of May, 2024.

Approved:

Date:

\_\_\_\_\_  
David F. Bogdala, Mayor

Attest:

\_\_\_\_\_  
Michelle L. Nelson, City Clerk-Treasurer

**RESOLUTION NO. \_\_\_\_\_**  
**BY: FINANCE COMMITTEE**

**RESOLUTION TO CORRECT RESOLUTION #37-24**

**PROJECT #23-1207 Sidewalk & Curb/Gutter Program North**

WHEREAS, Resolution #37-24 for Project #23-1207 Sidewalk & Curb/Gutter Program (Properties North of 60th Street) in the amount of \$49,275.53 was passed by the Kenosha Common Council on March 18, 2024,

WHEREAS, it has been determined that a special assessment against Parcel #07-222-24-181-012 in the amount of \$419.66 for sidewalk repair was levied in error,

WHEREAS, it has been determined that Parcel #12-223-31-253-012 was incorrectly billed in the amount of \$1,662.00, and should have been billed in the amount of \$1,038.75,

WHEREAS, it has been determined that a special assessment against Parcel #12-223-31-256-012 in the amount of \$382.26 for sidewalk repair was levied in error,

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$49,275.53 to \$47,850.36

Passed this 20th day of May, 2024.

Approved:

Date:

\_\_\_\_\_  
David F. Bogdala, Mayor

Attest:

\_\_\_\_\_  
Michelle L. Nelson, City Clerk-Treasurer

**RESOLUTION NO. \_\_\_\_\_**  
**BY: FINANCE COMMITTEE**

**RESOLUTION TO CORRECT RESOLUTION #38-24**

**PROJECT #23-1208 Sidewalk & Curb/Gutter Program South**

WHEREAS, Resolution #38-24 for Project #23-1208 (Sidewalk & Curb/Gutter Program South) in the amount of \$75,648.58 was passed by the Kenosha Common Council on March 18, 2024,

WHEREAS, it has been determined that Parcel #04-122-12-478-036 was incorrectly billed in the amount of \$623.25, and should have been billed in the amount of \$207.75,

WHEREAS, it has been determined that Parcel #06-123-07-326-006 was incorrectly billed in the amount of \$1,038.75, and should have been billed in the amount of \$831.00.

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$75,648.58 to \$75,025.35.

Passed this 20th day of May, 2024.

Approved:

Date:

\_\_\_\_\_  
David F. Bogdala, Mayor

Attest:

\_\_\_\_\_  
Michelle L. Nelson, City Clerk-Treasurer



**RESOLUTION NO. \_\_\_\_\_**

**BY: COMMITTEE ON PUBLIC WORKS**

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS  
FOR  
HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACHES**

**PROJECT #24-1045 8th AVENUE RESURFACING**

WHEREAS, it is expedient, necessary and in the best interest of the City of Kenosha, and for benefit of the property affected thereby that improvements in street right-of-ways: sidewalk, and/or driveway approaches.

***(8th Avenue - 51st Place to 48th Street)***

NOW, THEREFORE, BE IT RESOLVED, By the Common Council of Kenosha, Wisconsin:

1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the streets enumerated above.

2. Said public improvement shall include the improvements in street right-of-ways: sidewalk and/or driveway approaches.

3. The Common Council determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on a per front foot or per square foot rate.

4. The assessments against any parcel may be paid in a lump sum or in three (3) annual installments, at the election of the property owner.

5. The Board of Public Works is directed to prepare a report consisting of:

a. Preliminary plans and specifications for said improvements.

b. An estimate of entire cost of the proposed improvements and in street right-of-way.

c. Schedule of proposed assessments.

6. Upon receiving the report of the Board of Public Works (Public Works Committee), the Clerk is directed to give notice of public hearings on such report, as specified in Section 66.0703 of the Wisconsin Statutes. The hearings shall be held at the Municipal Office Building at a time set by the Clerk, in accordance with Section 66.0703, Wisconsin Statutes.

Adopted this 20th day of May, 2024.

APPROVED:

\_\_\_\_\_  
MAYOR  
DAVID F. BOGDALA

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

ATTEST:

\_\_\_\_\_  
CITY CLERK/TREASURER  
MICHELLE NELSON



CITY PLAN COMMISSION  
Staff Report - Item #5

Thursday, May 9, 2024 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

Resolution by the Mayor – To approve a two-lot Certified Survey Map for property located at 3002 128th Avenue. (38th Street, LLC) (District 16) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Ruffalo, District 16, has been notified. The Common Council is the final review authority upon recommendation of the City Plan Commission and Public Works Committee.

**LOCATION AND ANALYSIS:**

**Site:** 3002 128th Avenue

1. The applicant has submitted the attached Certified Survey Map to divide the existing single parcel into two parcels. Proposed Lot 1 is the distribution building currently under construction, known as Uline WQ. Lot 2 is a future phase of development for Uline.
2. There are no current or pending building or zoning code violations on the property.
3. The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.
4. The Certified Survey Map generally complies with Chapter 17 of the Code of General Ordinances.

**RECOMMENDATION:**

A recommendation is made to approve the Certified Survey Map, subject to the attached Resolution.

Brian Wilke, AICP, Development Coordinator

Rich Schroeder, Deputy Director

RESOLUTION # \_\_\_\_ - 24

BY: THE MAYOR

**A TWO-LOT CERTIFIED SURVEY MAP**  
**Property at 3002 128th Avenue (38th Street, LLC)**

**BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to two parcels at 3002 128th Avenue is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City Codes and Ordinances.
2. Payment of all applicable fees, including recording fees, by the applicant.
3. The Common Council Approval signature line must be updated to reflect David F. Bogdala as Mayor.
4. The Certified Survey Map must be amended to show a minimum fifty-five foot (55') right-of-way dedication along the north side of 38th Street / County Trunk Highway N as measured from the section line from 128th Avenue to 136th Avenue.
5. Payment of all Storm Water Utility fees, unpaid taxes and unpaid Special Assessments prior to recording.
6. A digital copy of the Certified Survey Map, in GIS Shape File format, shall be provided to the City prior to recording.
7. Compliance with the Development Agreements between the City of Kenosha, Kenosha Water Utility and 38th Street, LLC recorded with the Kenosha County Register of Deeds as Document Number 1948890 and Document Number 1961222.
8. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
9. Stormwater management/maintenance easements will be required for the development and are not shown on the Certified Survey Map, therefore separate exhibits will be required.
10. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

ATTEST:

\_\_\_\_\_  
Michelle Nelson, City Clerk-Treasurer

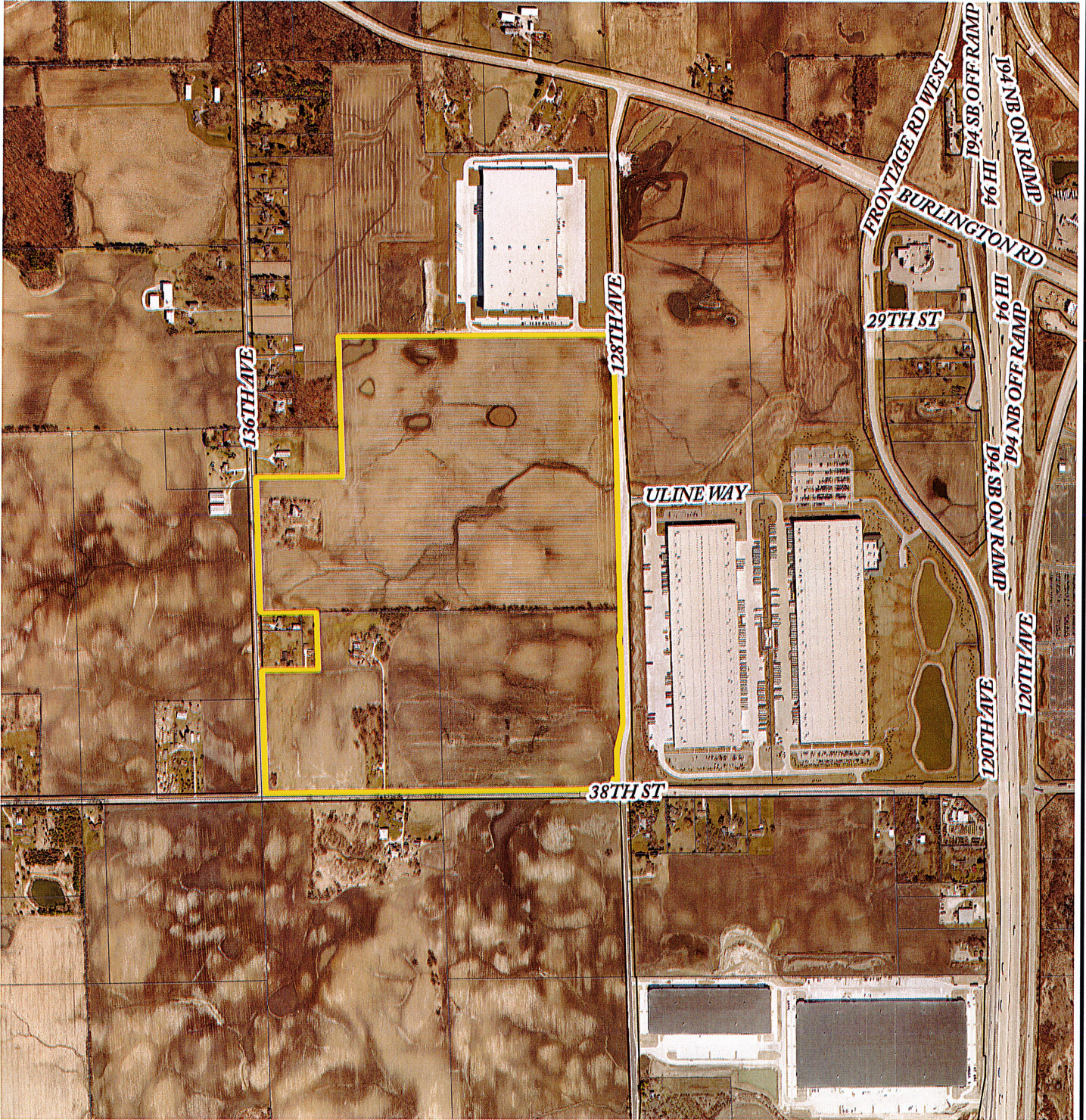
APPROVE:

\_\_\_\_\_  
David F. Bogdala, Mayor

DATED:

PASSED:

City of Kenosha  
Vicinity Map  
38th Street, LLC  
Certified Survey Map



Subject Property



0 1,000

Feet



P: 262-653-4030  
E: idtcd1@kenosha.org

625 52nd Street, Kenosha, WI 53140  
www.kenosha.org

**Project Overview**

**#1298472**

**Project Title:** Uline WQ - CSM  
**Application Type:** Electronic Review  
**Workflow:** Express Workflow

**Jurisdiction:** City of Kenosha  
**State:** WI  
**County:** Kenosha

**Contact Information**

**Project Contact - Agent/Representative**

Brad Folkert  
38th St. LLC  
12575 Uline Drive  
Pleasant Prairie, WI 53158  
P:262-612-5590  
bfolkert@uline.com

**Property Owner**

Brad Folkert  
38th St. LLC  
12575 Uline Drive  
Pleasant Prairie, WI 53158  
P:262-612-5590  
bfolkert@uline.com

**Please indicate which of the following contacts are included in this project.:** Developer,Engineer

**Developer**

Brad Folkert  
38th St. LLC  
12575 Uline Drive  
Pleasant Prairie, WI 53158  
P:262-612-5590  
bfolkert@uline.com

**Engineer**

Andrew Shoaf  
Pinnacle Engineering Group  
20725 W. Watertown Road, 100  
Brookfield, WI 53186  
P:2627548888  
andrew.shoaf@pinnacle-engr.com

**Project Information**

**Project Address:** NW AND SW OF THE 128TH AVE. AND 38TH ST. INTERSECTION

**Project Type:** Certified Survey Map

**Project Description:**  
CSM to divide the existing lot that Uline WQ is located on into two lots.

**Project Valuation:** \$14,000,000.00

**Is the property subject to any easements, covenants, or other restrictions?:** Yes

**Please indicate the restrictions that apply.:**  
There is a Wisconsin Electric Power Company Easement and a

North Shore Gas Company Easement located within the properties.

**Proposed Use:** Distribution warehousing  
**Project Acreage:** 175.7687

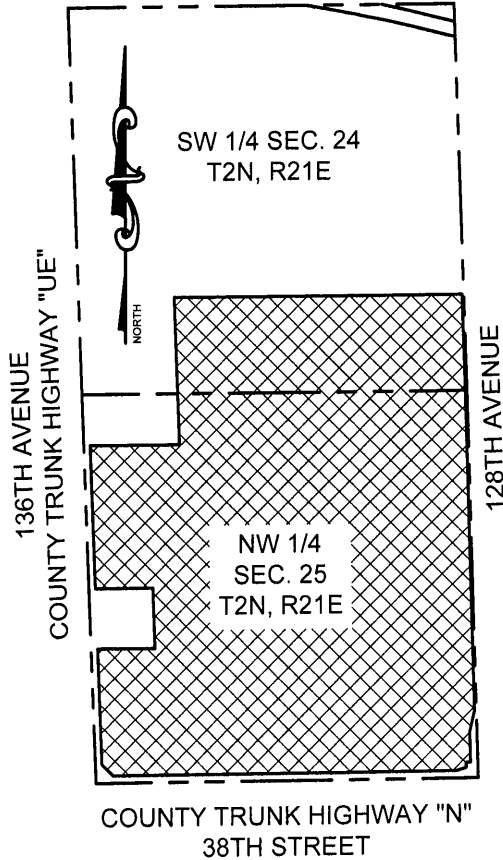
**Total Square Footage of Project:** 7656483

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being Lot 1 of Certified Survey Map No. 3051, in the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 24 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 25, all in Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin.

VICINITY SKETCH  
SCALE 1"=1000'

BURLINGTON ROAD  
STATE TRUNK HIGHWAY "142"



MARCH 29, 2024

**NOTES:**

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The east line of the Northwest 1/4 of Section 25, Township 2 North, Range 21 East has a bearing of 50°33'48"E.
- Tax Key No. 45-4-221-252-0305 - Unplatted Lands owned by John S. Reidenbach. Tax Key No. 45-4-221-252-0310 - Unplatted Lands owned by Robert F Borsche. Tax Key No. 45-4-221-252-0315 - Unplatted Lands owned by Joseph M. Ricchio.

Prepared for:  
38TH STREET LLC  
12575 Uline Drive  
Pleasant Prairie, WI 53158

Prepared By:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

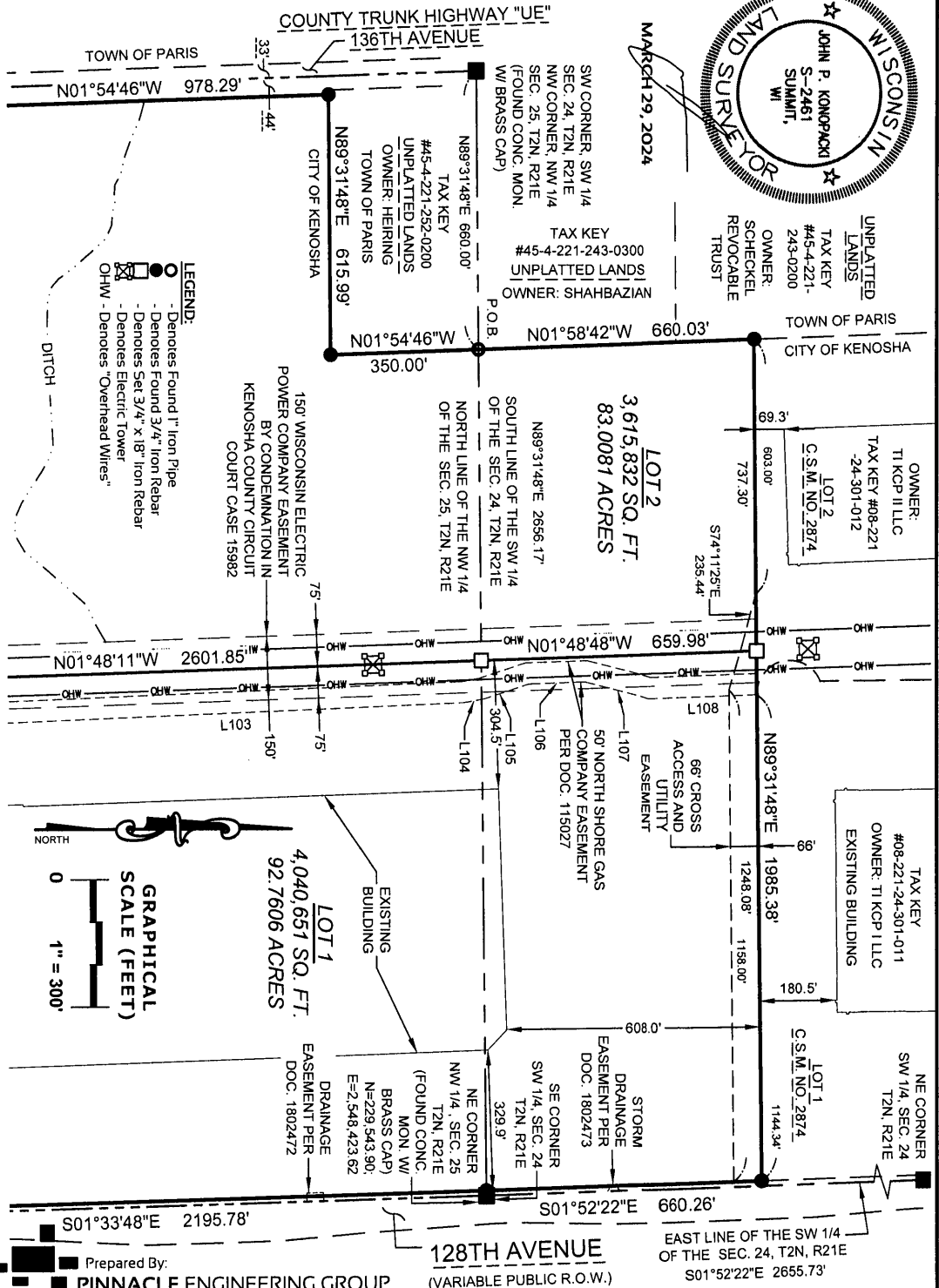
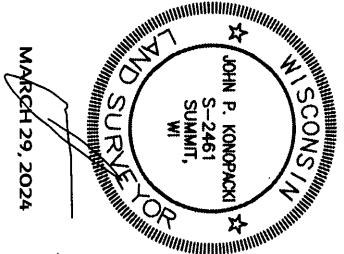
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

DRAFTED BY: ST  
PEG JOB#437.00D  
**SHEET 1 OF 6**

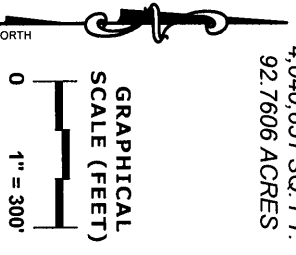


# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being Lot 1 of Certified Survey Map No. 3051, in the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 24 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 25, all in Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin.



- LEGEND:**
- - Denotes Found "I" Iron Pipe
  - - Denotes Found 3/4" Iron Rebar
  - ⊗ - Denotes Set 3/4" x 18" Iron Rebar
  - ⊠ - Denotes Electric Tower
  - OHW - Denotes "Overhead Wires"



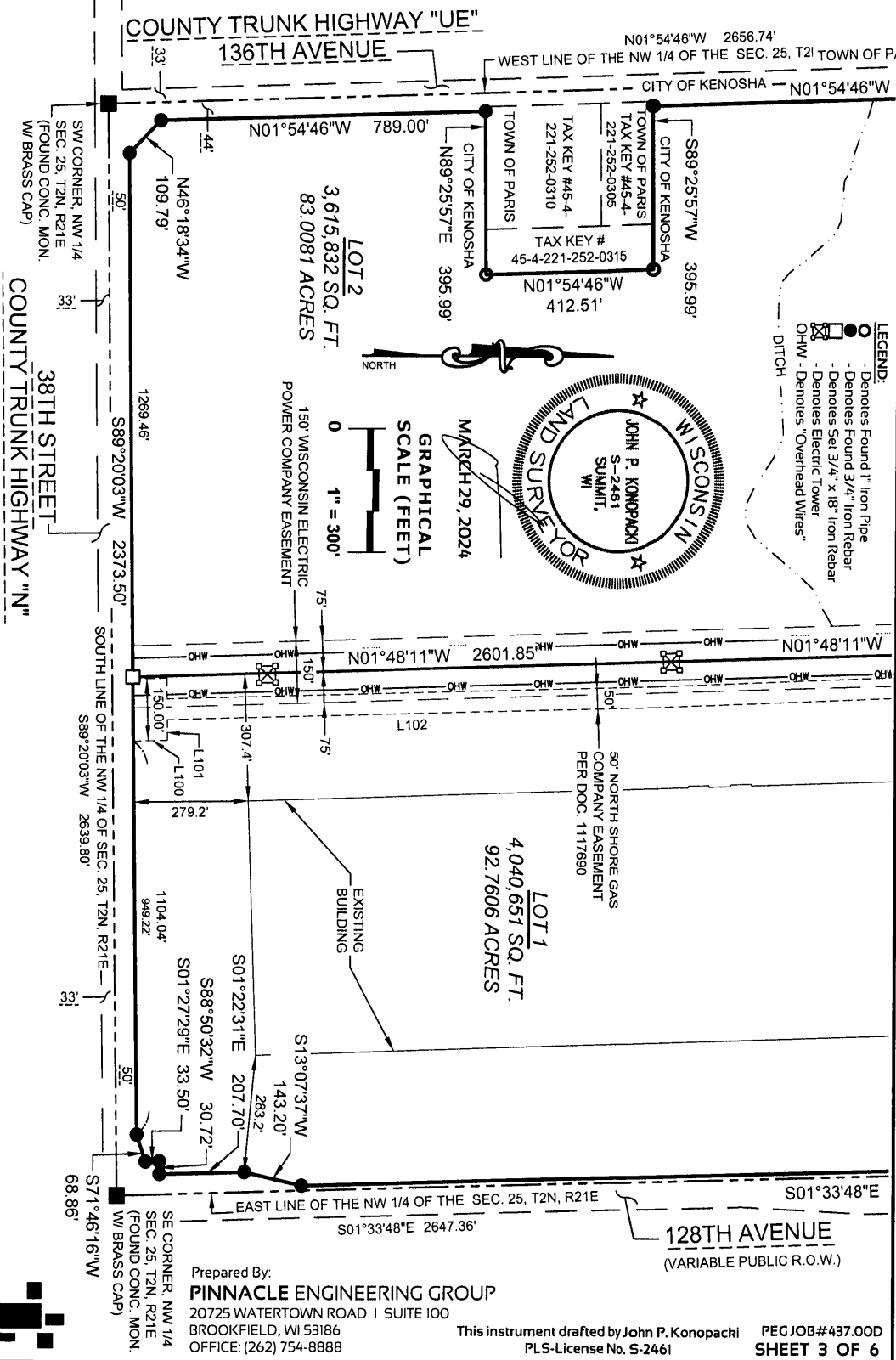
Prepared By:  
**PINNACLE ENGINEERING GROUP**  
 20725 WATERTOWN ROAD 1 SUITE 100  
 BROOKFIELD, WI 53186  
 OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#437.00D  
**SHEET 2 OF 6**

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being Lot 1 of Certified Survey Map No. 3051, in the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 24 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 25, all in Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin.



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being Lot 1 of Certified Survey Map No. 3051, in the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 24 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 25, all in Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin.

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided Lot 1 of Certified Survey Map No. 3051, as recorded in the Register of Deeds office for Kenosha County as Document No. 194855, in the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 24 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of Section 25, all in Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin, which is bounded and described as follows:

Commencing at the southwest corner of the Southwest 1/4 of said Section 24; thence North 89°31'48" East along the south line of said Southwest 1/4, 660.00 feet to the Point of Beginning;

Thence North 01°58'42" West, 660.03 feet to the south line of Certified Survey Map No. 2874;  
Thence North 89°31'48" East along said south line, 1985.38 feet to the west right of way line of 128th Avenue;  
Thence South 01°52'22" East along said west right of way line, 660.26 feet;  
Thence South 01°33'48" East along said west right of way line, 2195.78 feet;  
Thence South 13°07'37" West along said west right of way line, 143.20 feet;  
Thence South 01°22'31" East along said west right of way line, 207.70 feet;  
Thence South 88°50'32" West along said west right of way line, 30.72 feet;  
Thence South 01°27'29" East along said west right of way line, 33.50 feet to the north right of way line of 38th Street - County Trunk Highway "N";  
Thence South 71°46'16" West along said north right of way line, 68.86 feet;  
Thence South 89°20'03" West along said north right of way line, 2373.50 feet;  
Thence North 46°18'34" West along said north right of way line, 109.79 feet to the east right of way line of 136th Avenue - County Trunk Highway "UE";  
Thence North 01°54'46" West along said east right of way line, 789.00 feet;  
Thence North 89°25'57" East, 395.99 feet;  
Thence North 01°54'46" West, 412.51 feet;  
Thence South 89°25'57" West, 395.99 feet to the aforesaid east right of way line of 136th Avenue;  
Thence North 01°54'46" West along said east right of way line, 978.29 feet;  
Thence North 89°31'48" East, 615.99 feet;  
Thence North 01°54'46" West, 350.00 feet to the Point of Beginning.

Containing 7,656,483 square feet (175.7687 acres) of land, more or less.

That I have made such survey, land division and map by the direction of 38TH STREET LLC, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Kenosha Land Division Ordinance in surveying, mapping and dividing the land within the certified survey map.

Date: MARCH 29, 2024



  
\_\_\_\_\_  
John P. Konopacki  
Professional Land Surveyor S-2461

Prepared By:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#437.00D  
SHEET 4 OF 6

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being Lot 1 of Certified Survey Map No. 3051, in the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 24 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 25, all in Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin.

## OWNER'S CERTIFICATE

38TH STREET LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided and mapped as represented on this certified survey map.

38TH STREET LLC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

1. City of Kenosha

IN WITNESS WHEREOF, the said 38TH STREET LLC has caused these presents to be signed by (name - print)

\_\_\_\_\_, (title) \_\_\_\_\_, at \_\_\_\_\_ (city) \_\_\_\_\_, \_\_\_\_\_ County, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

In the presence of: 38TH STREET LLC

\_\_\_\_\_  
Name (signature) - Title

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY ) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, (name) \_\_\_\_\_, (title) \_\_\_\_\_, of the above named 38TH STREET LLC, to me known to be the person who executed the foregoing instrument, and to me known to be such \_\_\_\_\_ (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_

## CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

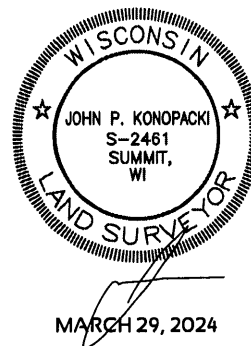
IN WITNESS WHEREOF, the said \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Date \_\_\_\_\_ Name - Title \_\_\_\_\_

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY ) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_



Prepared By:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#437.00D  
SHEET 5 OF 6

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being Lot 1 of Certified Survey Map No. 3051, in the Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 24 and a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 25, all in Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin.

### COMMON COUNCIL APPROVAL

RESOLVED that this Certified Survey Map in the City of Kenosha, which has been filed for approval, be and hereby is approved as required by Chapter 236 of the Wisconsin Statutes.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Kenosha on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, which action becomes effective upon receipt of approval of all other reviewing agencies and all conditions of the City of Kenosha's approval were satisfied as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle L. Nelson, City Clerk/Treasurer

### TREASURER'S CERTIFICATE

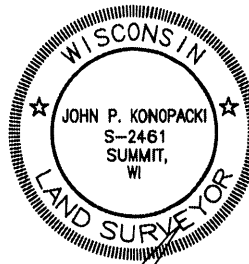
STATE OF WISCONSIN)  
KENOSHA COUNTY) SS

I, \_\_\_\_\_, being duly appointed Clerk/Treasurer of the City of Kenosha, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of \_\_\_\_\_ day of \_\_\_\_\_, 2024 on any of the lands in the Certified Survey Map.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle L. Nelson, City Clerk/Treasurer

EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L100	N01°33'43"W	83.01'
L101	S89°20'03"W	50.01'
L102	N01°33'43"W	1193.23'
L103	N02°20'30"W	1282.84'
L104	N09°58'57"W	49.21'
L105	N18°13'03"W	112.47'
L106	N01°53'03"W	132.82'
L107	N14°27'57"E	160.00'
L108	N01°53'03"W	259.48'
L109	S38°18'00"W	23.69'
L110	S51°42'00"E	20.00'



MARCH 29, 2024



Prepared By:  
**PINNACLE ENGINEERING GROUP**  
20725 WATERTOWN ROAD | SUITE 100  
BROOKFIELD, WI 53186  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#437.OOD  
**SHEET 6 OF 6**

**PERMANENT LIMITED  
UTILITY EASEMENT**

Document Number

Document Title

**PERMANENT LIMITED  
UTILITY EASEMENT**

By and Between

**38TH STREET, LLC**  
A Delaware Limited Liability Company,

**ROUTE 142, LLC**  
A Delaware Limited Liability Company,

And

**CITY OF KENOSHA, WISCONSIN**  
A Wisconsin Municipal Corporation

This space is reserved for recording data

Return to

Office of the City Clerk/Treasurer  
Municipal Building  
625 52nd Street, Room 105  
Kenosha, WI 53140

08-221-25-102-004

08-221-24-403-001

08-221-25-252-041

Parcel Number(s)

THIS AGREEMENT (“Agreement”), made and entered into by and between 38th Street, LLC, a Delaware Limited Liability Company, Route 142, LLC, a Delaware Limited Liability Company, (hereinafter referred to as “Property Owners”), and the City of Kenosha, Wisconsin, a Wisconsin municipal corporation, (hereinafter referred to as “City”).

WHEREAS, Property Owners are owners of parcels of real estate located in the City of Kenosha at 3002 128th Avenue and 12657 Uline Way, more particularly described on Exhibit “A” attached hereto (hereinafter referred to as “Properties”); and

WHEREAS, Property Owners have requested permission from the City to construct, install, operate, maintain, repair, replace, and extend underground conduit, fiber optic cables and hydrogen duct banks as more particularly described in Exhibit “B” (hereinafter referred to as “Permitted Facilities”) in the City right-of-way adjacent to the Properties; and

WHEREAS, the City is willing to grant said permission, without charge or fee, except for the provisions herein, upon the condition that Property Owners enter into this Agreement and abide by its terms and conditions.

WITNESSETH:

NOW, THEREFORE, in consideration of ten dollars, and the mutual promises and Agreements hereinafter set forth, and of Property Owners being granted this Permanent Limited Utility Easement

(hereinafter referred to as "Easement") upon a portion of the City right-of-way (described below, and hereinafter referred to as "Easement Area"), Property Owners agree as follows:

1. EASEMENT RIGHT GRANTED. Upon approval and execution of this Agreement, City grants a permanent limited Easement in the Easement Area to Property Owners for the sole purpose of installing the Permitted Facilities, within the 128th Avenue Right-of-Way (hereinafter referred to as "Public Right-of-Way"). The Easement Area is described on Exhibit "C" and depicted on Exhibit "D", both attached hereto.

This Easement is made subject and subordinate to the prior and continuing right of City and its assigns to lawfully use any or all of the Public Right-of-Way for public facilities, including but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing and removing streets, sanitary sewers, water mains, storm sewers/drains, gas mains, poles, overhead and underground electric and telephone wires, electroliers, cable television and other utility and municipal uses together with appurtenances thereof and with right of ingress and egress, along, over, across and in said Public Right-of-Way, except for the provisions of paragraph 3 herein. No use of any Public Right-of-Way or other interest or property under this Agreement shall create or vest in the Property Owners or any other public utility any ownership interest in the Public Right-of-Way, streets or other property or interest of City, except to the extent specified herein.

This Agreement is made subject to all existing easements, restrictions, conditions, covenants, encumbrances and claims of title which may affect the Public Right-of-Way, and it is understood that Property Owners, at their own cost and expense, shall obtain such permission as may be necessary for the Property Owners to use the Easement Area in the way allowed herein, consistent with any other existing rights. Subject to the Provisions of this Agreement, City hereby permits Property Owners to construct, install, maintain, locate, move, operate, place, protect, reconstruct, reinstall, relocate, remove, and replace the Facilities underground within the Public Right-of-Way, and grants Property Owners access for such purposes. Any work performed pursuant to the rights granted to Property Owners under this Agreement shall be subject to the terms of this Agreement as well as the prior review and approval of the City Engineer, and such approval shall not be unreasonably withheld.

The construction, installation, operation, maintenance, and removal of Permitted Facilities shall be accomplished without any cost or expense to City and in such a manner as not to endanger persons or property, or unreasonably obstruct travel on any road, walk or other access thereon within said Public Right-of-Way, or interfere in any manner with any existing public utilities, existing private utilities, or any facilities of City installed therein. Any proposed City facilities will be subject to the requirements of paragraph 3, below, which require removal or relocation unless the parties agree as provided therein. This Easement will be exclusive as to the underground portion of the Easement Area, subject to the provisions of paragraph 3 below.

2. RESERVATION OF RIGHTS. City reserves any and all rights it may have now or in the future to legally regulate or otherwise condition the use of the Public Right-of-Way subject to this Agreement. City's agreement hereto is not a waiver of and is without prejudice to any right City may have under law to regulate, tax or impose fees or charges on Property Owners pursuant to state or federal laws, rules or regulations. Property Owners shall be subject to any future taxes, fees or charges that the City lawfully imposes on those granted easement rights by City, including, but not limited to a rental or other charge for use of the public right of way. Nothing herein is intended to impose regulations or conditions on Property Owners that City is preempted from imposing by state or federal laws.

3. RIGHT OF REMOVAL AND RELOCATION. Should the Permitted Facilities in the Easement Area require removal or relocation to permit City to effectuate construction, installation or alterations of City improvements such as streets, curbs, gutters, storm sewer, sanitary sewer, or water main within the Public Right-of-Way, City agrees to work with Property Owners to determine if there is an Approved Alternative way for City to exercise its rights in this paragraph without requiring the removal or relocation of the Permitted Facilities, but if such an Approved Alternative is not found, Property Owners agree to remove or relocate the Permitted Facilities from the Easement Area, at their cost and expense, to an alternative Easement Area in the Public Right-of-Way within 100 foot distance from the existing Easement Area, unless another location is agreed to by the parties. For purposes of this paragraph "Approved Alternative" means an alternative location or way of installing the proposed City improvements that will not require removal or relocation of the Permitted Facilities; if the proposed alternative will cost the City materially more money than the location that will require removal, Property Owner may agree to pay the increased cost of the alternative location as part of the Property Owner's and City's agreement on the Approved Alternative. In the event the Easement Area is required to be redefined, City agrees to amend the Easement Area as necessary to effectuate the purpose of this Agreement. Further, except in case of default of this Agreement by the City, Property Owners waive any right to make claim against City, its subunits and its officers and employees, under Federal or State laws, rules or regulations, for any economic loss including, but not limited to, the value of the Permitted Facilities or the cost of removal or relocation. Property Owners agree to notify City of any transfer of the Properties or the vacating or abandonment of the Easement Areas. The City shall provide written notice to Property Owners of the City's demand for removal or relocation. Removal or relocation of the Permitted Facilities shall be accomplished within one hundred eighty (180) days of City's notice and provision of an alternative easement area location.

In the event said Permitted Facilities are not removed, relocated or abandoned within said period of time, City may cause the same to be done at the expense of Property Owners and Property Owners shall reimburse the City for any and all actual out of pocket expenses, including administrative overhead, of such removal or relocation, provided that written notification of intent to commence such removal or relocation is delivered to Property Owners. If Property Owners shall fail to vacate, relocate or otherwise remove the Permitted Facilities as required by City, City shall be entitled to vacate or otherwise remove the Permitted Facilities at Property Owners' sole cost and expense. Any other Agency having a permit or jurisdiction to place Facilities within the Public Right-of-Way shall place any additional facilities in the Public Right-of-Way in a location and manner which does not interfere with the Permitted Facilities and Easement Areas. Property Owners agree to work with any such other Agency to confirm locations of future facilities which do not so interfere, and, in case of conflict, approval from the City to proceed shall be mandatory.

If any portions of the Permitted Facilities covered under this Agreement are no longer used by Property Owners, or are not used, or abandoned for a continuous period in excess of six (6) months, Property Owners shall notify City and shall either promptly vacate and remove the Permitted Facilities at their own expense or, at City's discretion, may be allowed to abandon some or all of the Permitted Facilities in place, if specifically permitted in writing by City to remain in place, which permission shall not be unreasonably withheld or delayed. If Property Owners are permitted by City to abandon their Permitted Facilities in place, any such abandoned Permitted Facilities shall be deemed conveyed to City and Property Owners shall have no further obligation to remove, relocate or maintain said Permitted Facilities; provided, however, that nothing herein shall affect Property Owners' obligation to perform any repairs required under Section 5 of this Agreement. Upon vacating and removing Permitted Facilities or receiving permission to abandon the Permitted Facilities in place, Property



Owners agree to termination of this Easement and will execute all documents necessary to effectuate said termination.

When removal or relocation is required under this Agreement, Property Owners shall, after the removal or relocation of the Permitted Facilities, at their own cost, repair and return the Public Right-of-Way on which the Permitted Facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications established by City according to its standard practice. Should Property Owners remove the Permitted Facilities from the Public Right-of-Way, Property Owners shall, not less than ten (10) days before such removal, give notice thereof to City specifying the portion of the Public Right-of-Way affected and the location thereof as well as the preferred date of removal. Before proceeding with removal or relocation work, Property Owners shall obtain any required permits and approval from the City Engineer. If Property Owners do not return the affected site to a safe and satisfactory condition, then City shall have the option to perform or cause to be performed such reasonable and necessary work on behalf of Property Owners and charge the actual costs incurred to Property Owners. Upon the receipt of a demand for payment by City, Property Owners shall reimburse City for such costs.

4. ACCEPTANCE. The Easement Area is accepted by Property Owners “as is”, subject to the terms and conditions hereof.

5. MAINTENANCE. Property Owners assume full responsibility for maintaining and repairing the Permitted Facilities within the Easement Area. City has the right to order Property Owners to make repairs to or replace the Permitted Facilities in the Easement Area, if City determines they are posing a danger to the City or its facilities. Property Owners must complete said repairs or replacement within a reasonable time as determined by City.

Any hydrogen gas lines installed pursuant to this Agreement shall be pressurized, but adjacent valves shall remain in the off position except when cross-connection is used to operate the system. Additionally, Property Owners shall maintain and provide to City Engineer a 24-Hour Emergency Contact Number of a responsible person who may be contacted in emergencies and in cases where immediate action may be required. City will utilize the Emergency Contact Number upon notice of emergencies which may affect Property Owners’ easement rights.

Property Owners shall take all necessary steps, including by not limited to, contacting Diggers Hotline at least three working days prior to any digging or excavation to ensure that any activity or operation by Property Owners will not interfere with, damage, disrupt or interrupt any utility located in the Public Right-of-Way. Furthermore, Property Owners shall register with Diggers Hotline its Permitted Facilities to permit future notice of Permitted Facilities locations. Property Owners shall make and locate the Permitted Facilities upon request of City or City’s contractors.

6. COMPLIANCE WITH LAW. Property Owners shall use Easement Area in compliance with applicable Federal, State and local laws, rules and regulations, and lawful administrative orders issued under authority thereof.

Property Owners shall secure any required permits for all work within the Public Right-of-Way. All work within the Public Right-of-Way shall be performed by Property Owners in accordance with the plans and specifications approved by the City Engineer, and in compliance with all general and specific conditions set forth in the approved permits and all conditions and requirements contained in this Agreement.

Upon the completion of construction, repair, relocation, replacement or abandonment work, Property Owners promptly shall furnish to City accurate “as-built” plans and record drawings prepared and certified by a registered professional engineer showing in detail, to the reasonable satisfaction of the City Engineer, the exact location, depth, and size of the Permitted Facilities in the Public Right-of-Way, including, without limitation, the profiles of all street crossings. Property Owners shall identify the Permitted Facilities installed in each part of the Public-Right-of-Way by means of an identification method mutually agreed upon by City and Property Owners. Such identification shall be detectable from ground level without opening the street.

7. **DAMAGES.** Property Owners shall be responsible for any damage to City street pavements, existing utilities, curbs, gutters, sidewalks or to any private property or improvements to the extent attributable to its installation, maintenance, repair or removal of its Permitted Facilities in the Public Right-of-Way and shall repair, replace and restore in kind any such damaged facilities at its sole expense and to the approval of the City Engineer.

Any premature deterioration of the surface or subsurface improvements, as determined by the City Engineer shall be the responsibility of Property Owners to the extent attributable to Property Owners’ activities. This responsibility shall survive this Agreement or any abandonment of the Permitted Facilities for a period of two (2) years from the date Property Owners’ most recent installation of, or improvements to, the Permitted Facilities. Property Owners shall commence the performance of all necessary repairs immediately upon receipt of written notice from the City Engineer to do so and shall cause the same to be completed within a reasonable period of time; however, under no circumstances may such period of time exceed 30 days, unless they cannot reasonably be made within that time in which case Property Owners shall promptly commence and diligently pursue, such repairs. In the event the repairs are not made in the manner and within the time prescribed herein, the City may elect to perform the repair work and charge all actual out of pocket costs incurred by City in connection therewith to Property Owners, provided that written notification of intent to commence such repairs is delivered to the Property Owners.

If the Public Right-of-Way to be used by Property Owners have pre-existing installation(s), Property Owners shall assume the responsibility to verify the location of the preexisting installation and notify City and any third party owner of such existing facilities, of Property Owners’ proposed installation. The cost of any work required of such third party owner or City to provide adequate space or required clearance to accommodate Property Owners’ installation shall be borne solely by Property Owners.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by all parties.

9. **SEVERABILITY.** If any one or more of the covenants or agreements or portions thereof provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement, and the parties shall negotiate in good faith to replace any such covenant, agreement or portion found to be null and void.

10. RECORDING. This Agreement shall be recorded in the office of the Register of Deeds for Kenosha, County Wisconsin, against the Property Owners' Properties, and, if possible, against the Public Right-of-Way, in order to provide public notice of the Easement Areas, and all costs of recording shall be paid by Property Owners.

11. CHOICE OF LAW AND VENUE. This Agreement shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued in court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party.

12. RISK OF LOSS. Property Owner assumes full responsibility for any risk of loss or damage to the Permitted Facilities, personal property and fixtures kept or installed on the Easement Area.

13. INDEMNITY AND HOLD HARMLESS. Property Owners hereby agree that they each will, at all times during the term of this Agreement, indemnify and hold harmless, the City, and its officers and employees, from and against any and all claims, liability, losses, charges, damages, costs, expenses or attorneys' fees which any of them may hereafter sustain, incur or be required to pay as a result of (a) the use of the Easement Area and any operations, works, acts or omission performed on Easement Area by Property Owners, their employees, agents, representatives, contractors, subcontractors and suppliers, including, but not limited to, the installation, relocation, removal, maintenance or utilization of the Permitted Facilities or (b) resulting from Property Owners' failure to perform or observe any of the terms, covenants and conditions of this Agreement which results in personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the negligent acts or omissions of the City, or any of its officers or employees. However, the City shall be liable for the negligent acts or omissions of the City, or any of its officers or employees.

14. INSURANCE. Property Owners, at all times that this Agreement is in effect, must maintain a general liability insurance policy with one (1) or more insurance companies licensed to do business in the State of Wisconsin, which policy will cover liability claims involving death, personal injury and property loss or damage, in an amount of One Million Dollars (\$1,000,000) such as is required to be in compliance with Section 5.045 of the Code of General Ordinances for the City of Kenosha, or its successor legislation. Said insurance policy must contain in a form acceptable to City policy language or an endorsement for contractual liability insurance to cover claims arising out of the Indemnity and Hold Harmless provisions of this Agreement. Property Owners will at or prior to execution of this Agreement, and upon demand by City provide the City with a copy of said policy language or endorsement. If, for any reason, the insurance coverage required herein lapses, or the policy lacks the requisite limits, policy language or endorsements, City may secure such insurance and charge the Property Owners with double the actual cost of such insurance. A Certificate of Insurance must be filed annually with the City Clerk/Treasurer and the City Clerk/Treasurer shall be notified in the event of any change in insurance coverage or termination of insurance coverage. Notwithstanding said requirement, City has the right to request Property Owner to supply a Certificate of Insurance at any time during the course of the Agreement.

15. ADDITIONAL IMPROVEMENTS. Property Owners will not modify the Permitted Facilities in the Easement Area until a set of plans and specifications has been filed with and approved by the City, and such approval shall not be unreasonably withheld. The design, construction and installation of any additional improvements shall be at the cost and expense of Property Owners.

16. ENFORCEMENT. Should City be required to perform any obligation upon Easement Area assumed by Property Owners, City may specially assess the Properties for the costs thereof, including all legal and administrative costs, without notice and hearing.

17. BINDING EFFECT AND RECORDING. This Agreement is binding upon the parties, and the parties' heirs, representatives and successors, and is to be recorded in the Office of the Kenosha County Register of Deeds under the legal descriptions and parcel numbers of the Properties. Property Owners agrees to pay any recording costs. All exhibits referenced herein are attached hereto and incorporated herein by this reference.

18. NO PUBLIC DEDICATION. Nothing in this Easement is a gift or dedication or any portion of the Easement granted under this Agreement to the general public.

19. OTHER RIGHTS. City has and retains all other rights not expressly granted to Property Owners to use and occupy the Easement Area.

20. NOTICE. Any notice required or permitted to be given to either party under this Agreement is sufficient if hand delivered or in writing, and sent by registered or certified mail, return receipt requested, postage prepaid, or equivalent private delivery service, to the following addresses of the parties as indicated below, or such address as the parties indicate in writing. Notice is effective as of the date of delivery, if by hand, or mailing, if by registered or certified mail.

For Property Owners:

38th Street, LLC and Route 142, LLC  
12575 Uline Drive  
Pleasant Prairie, WI 53158  
Attn: General Counsel

For City:

Director of Public Works  
Municipal Building, Room 305  
625 52nd Street  
Kenosha, WI 53140

With a Copy To:

City Attorney  
Municipal Building, Room 201  
625 52nd Street  
Kenosha, WI 53140

21. REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below given.

38TH STREET, LLC  
A Delaware Limited Liability Company

BY: \_\_\_\_\_  
\_\_\_\_\_, its Authorized Signatory

Date: \_\_\_\_\_

STATE OF WISCONSIN)  
  : SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, \_\_\_\_\_, to me known to be such person, and acknowledged to me that they executed the foregoing instrument.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

ROUTE 142, LLC  
A Delaware Limited Liability Company

BY: \_\_\_\_\_  
\_\_\_\_\_, its Authorized Signatory

Date: \_\_\_\_\_

STATE OF WISCONSIN)  
  : SS.  
COUNTY OF KENOSHA)

          Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024,  
\_\_\_\_\_, to me known to be such person, and acknowledged to me that they executed  
the foregoing instrument.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

CITY OF KENOSHA, WISCONSIN  
A Wisconsin Municipal Corporation

BY: \_\_\_\_\_  
DAVID BOGDALA, Mayor

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
MICHELLE L. NELSON, City Clerk/Treasurer

Date: \_\_\_\_\_

STATE OF WISCONSIN)  
: SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, David Bogdala, Mayor, and Michelle L. Nelson, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said municipal corporation, by its authority.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

Drafted By:  
MATTHEW A. KNIGHT  
City Attorney City of Kenosha  
625 52nd Street, RM 201  
Kenosha, Wisconsin 53140  
Phone: 262-653-4170  
Fax: 262-925-5933

EXHIBIT "A"  
LEGAL DESCRIPTION OF THE PROPERTIES

The Owner Property on the west side of the Public Right-of-Way is:

Parcel 1 of Certified Survey Map 3051, which was recorded on June 21, 2023, in the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1948555, and being in the City of Kenosha, Kenosha County, Wisconsin.

Current Tax Key Number: 08-221-25-252-041.

The Owner Property on the east side of the Public Right-of-Way is:

Lot 1 and Lot 4 of Certified Survey Map No. 2977, being a part of Lot 1 of Certified Survey Map No. 2808, located in the NW  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , NE  $\frac{1}{4}$  and SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 24, and the NW  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , NE  $\frac{1}{4}$  and SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 25, Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin.

Current Tax Key Nos.: 08-221-24-403-001 and 08-221-25-102-004

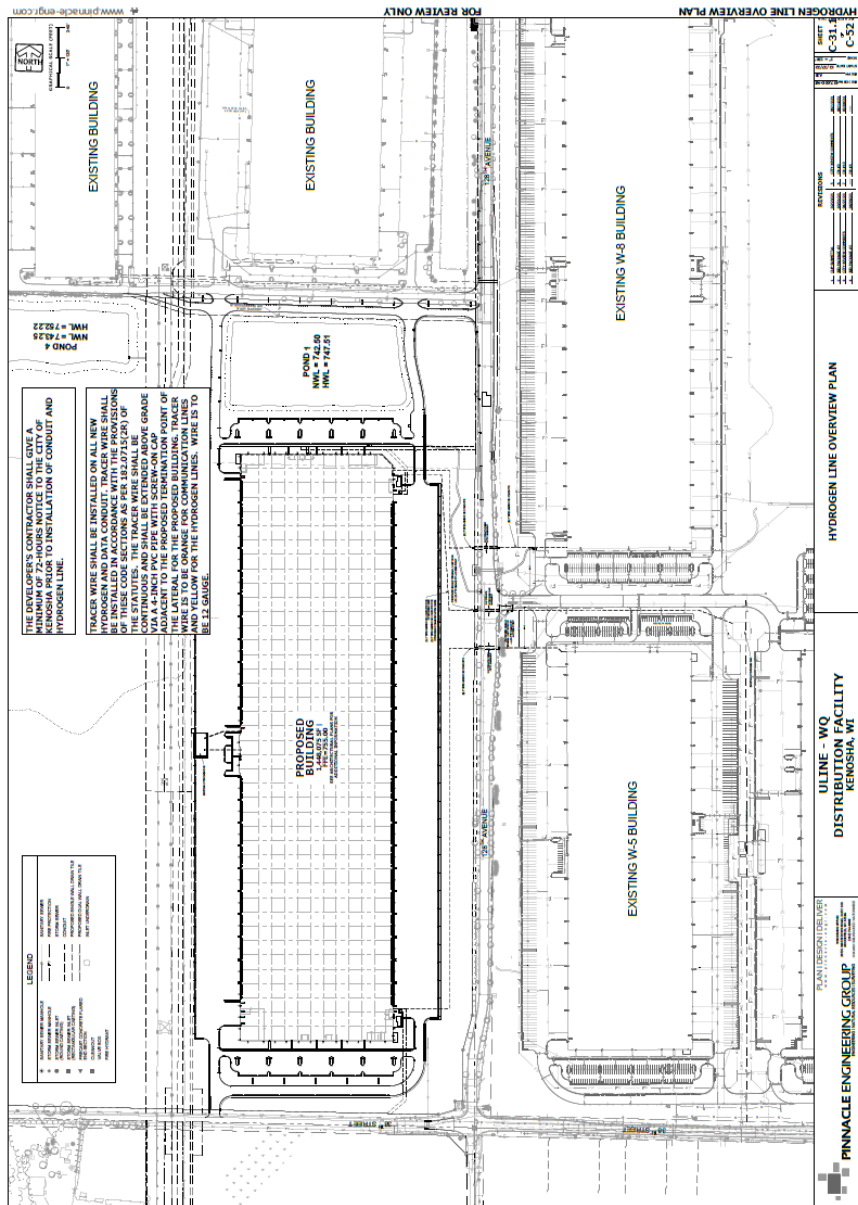


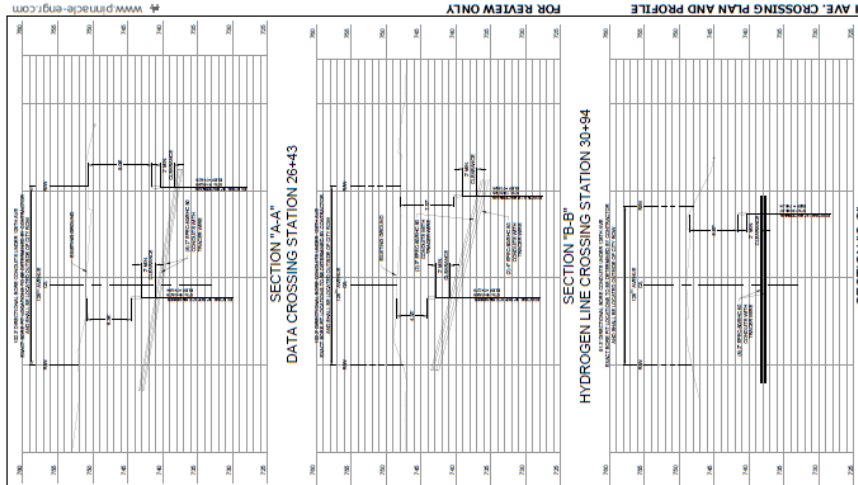
## EXHIBIT "B" THE PERMITTED FACILITIES

The "Permitted Facilities" shall be:

- All fiber utility facilities, conduits and cables, terminals and markers, together with all necessary and appurtenant equipment as deemed necessary by Property Owners, to transmit signals, television, internet and telecommunication services, including growth and replacement thereof; and
- High-pressure hydrogen gas lines, conduits, cables, terminals and markers, together with all necessary and appurtenant equipment as deemed necessary by Property Owners, to transmit gaseous hydrogen and other inert gases, including growth and replacement thereof.

All as generally described in the drawings below.

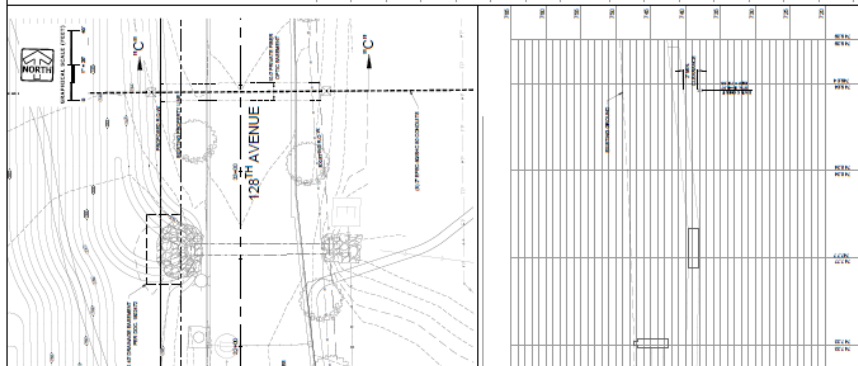




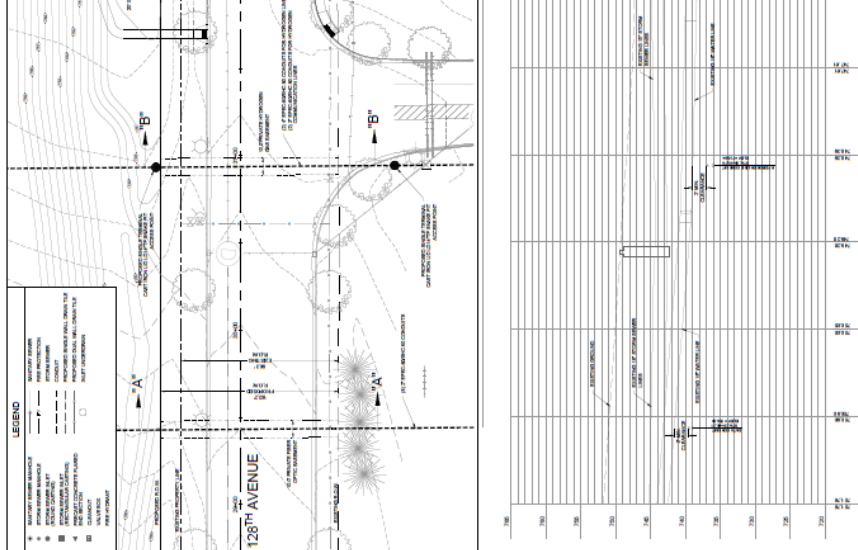
REVISIONS

DATE	BY	APP'D	DESCRIPTION

SHEET: C-31.2  
C-52



HYDROGEN LINE 128TH AVE. CROSSING  
PLAN AND PROFILE



ULINE - WQ DISTRIBUTION  
FACILITY  
KENOSHA, WI

PINNACLE ENGINEERING GROUP

PLANNING DESIGN URS

HYDROGEN LINE 128TH AVE. CROSSING  
PLAN AND PROFILE

EXHIBIT "C"  
LEGAL DESCRIPTION OF EASEMENT AREAS

That part of 128th Avenue, in the Northeast 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 25, all in Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 25; thence South 89°31'48" West along the North line of the Northeast 1/4 of said Section 25, 12.00 feet to the West right-of-way line of 128th Avenue; thence South 01°33'48" East along said West right-of-way line 282.52 feet to the Point of Beginning;

Thence North 88°56'52" East, 89.56 feet to the East right-of-way line of said 128th Avenue; thence South 03°44'04" East along said East line right-of-way line, 10.01 feet; thence South 88°56'52" West, 89.94 feet to the aforesaid West right-of-way line; thence North 01°33'48" West along said West right-of-way line, 10.00 feet to the Point of Beginning.

Also;

That part of the Northeast 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 25, all in Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 25; thence South 89°31'48" West along the North line of the Northeast 1/4 of said Section 25, 12.00 feet to the West right-of-way line of 128th Avenue; thence South 01°33'48" East along said West right-of-way line 563.48 feet to the Point of Beginning;

Thence North 87°59'09" East, 102.23 feet to the East right-of-way line of said 128th Avenue; thence South 01°43'53" East along said East right-of-way line, 10.00 feet; thence South 87°59'09" West, 102.26 feet to the aforesaid West right-of-way line; thence North 01°33'48" West along said West right-of-way line, 10.00 feet to the Point of Beginning;

Also;

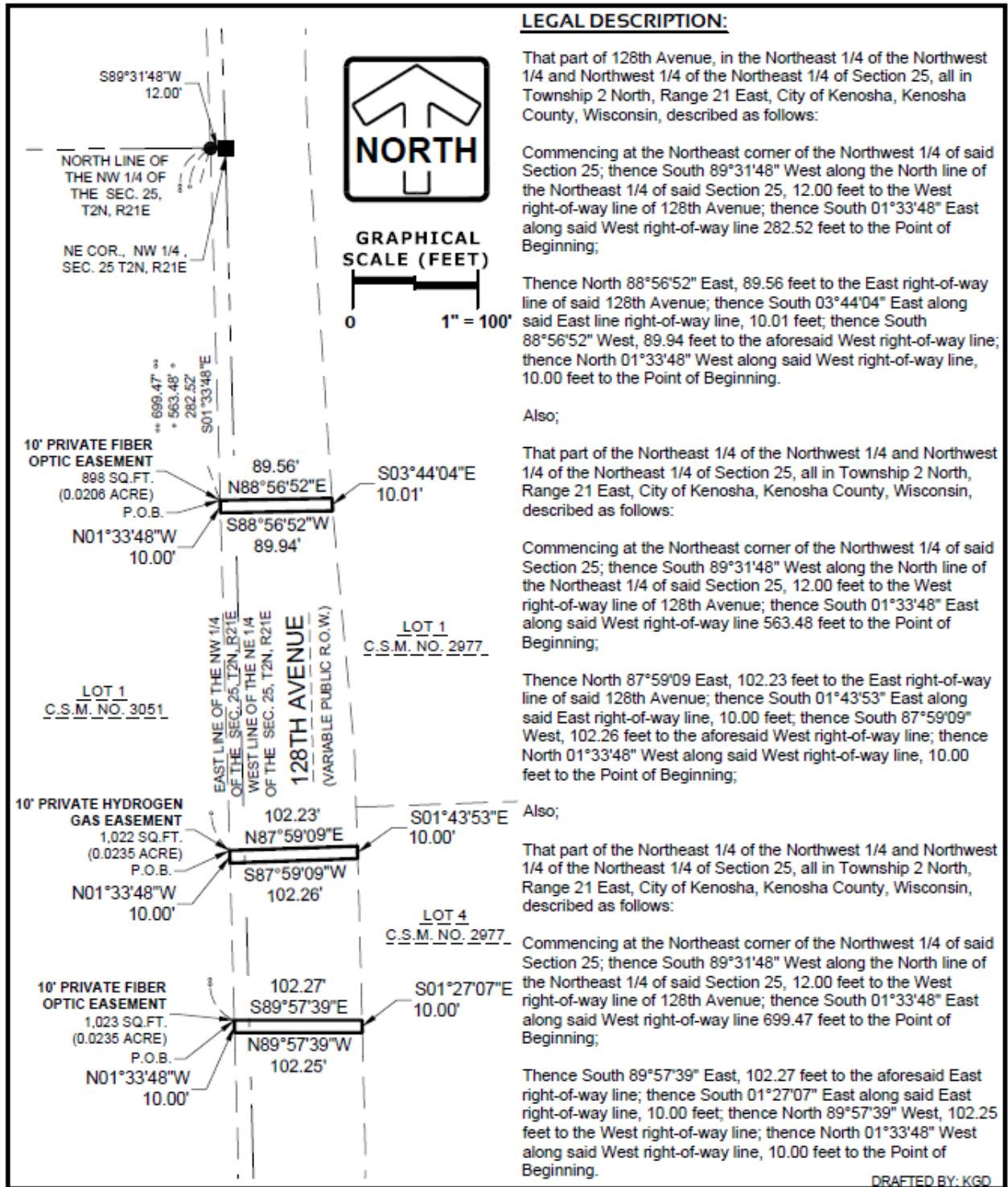
That part of the Northeast 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 25, all in Township 2 North, Range 21 East, City of Kenosha, Kenosha County, Wisconsin, described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 25; thence South 89°31'48" West along the North line of the Northeast 1/4 of said Section 25, 12.00 feet to the West right-of-way line of 128th Avenue; thence South 01°33'48" East along said West right-of-way line 699.47 feet to the Point of Beginning;

Thence South 89°57'39" East, 102.27 feet to the aforesaid East right-of-way line; thence South 01°27'07" East along said East right-of-way line, 10.00 feet; thence North 89°57'39" West, 102.25 feet to the West right-of-way line; thence North 01°33'48" West along said West right-of-way line, 10.00 feet to the Point of Beginning.

# EXHIBIT "D"

## DRAWING OF EASEMENT AREAS





Private Underground Utility Line(s)

<b>FOR OFFICE USE ONLY</b>	
Agreement Needed:	<input type="checkbox"/> Yes <input type="checkbox"/> No
PSW:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Date:	_____
CC:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
Date:	_____
If denied & appealed by applicant:	
	<input type="checkbox"/> Approved <input type="checkbox"/> Denied by CC
Date:	_____

**Application for ~~Banner, Sign, Decoration or Obstruction~~ in Public Right-of-Ways**  
Form #PWE009 (rev. 04/2022)

This application should be filled out by the local business, not the contractor doing the work, that is requesting the banner, sign, decoration or obstruction in the public right-of-way.

Date: 12/1/2023

Applicant Type:  Partnership  Individual  Corporation  Group of Individuals  
 Religious Organization  Fraternal Organization

Applicant Name: 38th Street LLC (Uline)

Applicant Address: 12575 Uline Drive, Pleasant Prairie WI, 53158

Contact Person Name: Chad Braaksma Contact Person Title: Sr Construction Project Manager

Phone: 262-612-4200 Email: cbraaksma@uline.com

**Private Underground Utility Line(s)**  
**~~Banner, Sign, Decoration or Obstruction~~ Information**

Location: Refer to attached exhibit(s) dated 12/1/23. ~~Size:~~ \_\_\_\_\_

~~Construction (type of materials):~~ \_\_\_\_\_ ~~Height above public right-of-way:~~ \_\_\_\_\_

Circle one: Permanent OR Temporary

~~If temporary: Time/Date to be put up: \_\_\_\_\_ Time/Date to be taken down: \_\_\_\_\_~~

~~Will banner, sign, decoration or obstruction be lighted? \_\_\_\_\_ Yes \_\_\_\_\_ x No~~  
~~If yes, attach electrical plans and specifications.~~

~~Will the banner, sign, decoration or obstruction be placed on property of another which infringes on a public right of way? \_\_\_\_\_ Yes \_\_\_\_\_ x No~~

~~Will the banner, sign, decoration or obstruction be placed on property of another, such as on a railroad bridge or private walkway connecting two buildings, etc.? \_\_\_\_\_ Yes \_\_\_\_\_ x No~~  
~~If yes, signed permission from the property owner must be attached hereto.~~

Applicants must attach a picture, diagram or sketch of **Private Underground Utility Line(s)** ~~banner, sign, decoration or obstruction~~ on a map to scale.

Applicants must attach Certificate of General Liability Insurance, with *Contractual Liability Endorsement*, showing insurance coverage in force and effect (\$1,000,000 single limits policy).

### Indemnity and Hold Harmless Agreement

Applicant, in consideration of having the City of Kenosha, Wisconsin grant this application, herein and hereby agrees to indemnify and hold harmless the City of Kenosha, WI and its officers, employees and agents against any and all losses, claims, damages, costs, expenses, judgments, awards, attorney fees, or settlements which they may incur, sustain or be required to pay should any person or party suffer or sustain death, personal injury or property damage as a result of the putting up, taking down, maintaining or utilizing of any banner, sign, decoration or obstruction which is the subject of this agreement.

Dated at Kenosha, WI this First day of December, 2023.

Applicant Printed Name: 38th Street LLC (Uljine) Chad Braaksma

Applicant Signature:  Date: 12/1/2023

### Conditions of Approval

**The Committee on Public Safety & Welfare may impose reasonable permit conditions. The following guidelines shall be used to determine conditions of approval with respect to obstructions in any public right-of-way relative to restaurants, service of food and/or beverages, and outdoor displays or sales tables or racks where otherwise permitted:**

1. Placement of obstructions shall be limited to areas where the sidewalk width is twelve (12') feet wide from face of curb to building line.
2. The obstruction shall be no closer than two (2') feet to the face of the curb.
3. The obstruction shall occupy no more than five (5') feet of the area between the curb and building line.
4. Non-permanent obstructions will only be permitted from May 1 through November 1.
5. Portable obstructions shall be adequately secured and anchored so as to prevent them from tipping over from the wind. Table umbrellas shall be secured with a heavy ballast holder.
6. Obstructions greater than three and one-half (3.5') feet in height shall be at least fifteen (15') feet from a corner sidewalk.
7. Obstructions cannot extend beyond the limits of the applicant's property's street frontage.
8. Aisle ways to building doors will be unobstructed so as to ensure a safe fire exit.
9. In accordance with Chapter 32, Rule 06-25 of the Code of General Ordinances, no structure, tree, pole, post, sign or any obstruction shall be placed, located or maintained within a five (5') foot radius of any fire hydrant connected to the Water Utility water supply system.
10. Enter into an agreement acceptable to both parties.
11. Obstruction to comply with all City of Kenosha Laws and Code of General Ordinances.

 (initial)

Return this form to:

City of Kenosha,  
Public Works Department  
625 52<sup>nd</sup> St – Room 305  
Kenosha, WI 53140



12575 Uline Drive • Pleasant Prairie, WI 53158  
PHONE (262) 612-4200 • WEB [uline.com](http://uline.com)

December 1, 2023

City of Kenosha – Committee on Public Safety & Welfare  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140

**Re: Application for Private Underground Utility Line(s) in Public Right-of-Ways  
(128<sup>th</sup> Avenue)**

Dear Committee:

Per instructions received during a “preliminary plan review” with City of Kenosha staff on November 17, 2023, please consider this the brief description that was to accompany our Application for Private Underground Utility Line(s) in Public Right-of-Ways dated December 1, 2023.

The project request includes the following (3) separate crossing locations:

- Crossing #1 (Data Lines - located about 163’-0”south of Uline Way)
  - a. (8) 2" EPEC-80/SHC 80 CONDUITS
- Crossing #2 (Hydrogen Lines – located about 13’-0”south of Uline Way)
  - a. (2) 4" EPEC-80/SHC 80 CONDUITS FOR HYDROGEN LINES
  - b. (2) 3" EPEC-80/SHC 80 CONDUITS FOR HYDROGEN COMMUNICATION LINES
- Crossing #3 (Data Lines - located about 192’-0”north of Uline Way)
  - a. (8) 2" EPEC-80/SHC 80 CONDUITS

All proposed ROW crossings listed above, will be directionally bored to be a minimum of 2’-0’ clear, below the lowest public utility lines in the existing ROW. For more detailed information, please refer to the (3) sheet, separate 30 x 42 drawing attachment included, as part of this application submittal.

We appreciate your consideration and look forward to any comments and questions. If you have any questions, please feel free to call me at (262) 612-4250.

Sincerely,

Chad Braaksma  
Sr Construction Project Manager

Attachment(s):

- Application (8 ½ x 11, 2 pages)
- Application Exhibit (30" x 42", 3 sheets)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2024

11/27/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900 midwestcertificates@lockton.com	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b>	<b>FAX (A/C. No):</b>
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> The Continental Casualty Company		20443
<b>INSURER B :</b> The Continental Insurance Company		35289
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES      CERTIFICATE NUMBER: 20087626      REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GL 7018397723	2/9/2023	2/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BUA 7018208875	2/9/2023	2/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	7018078080	2/9/2023	2/9/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE    OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Legal Liability, contractual liability and XCU are included as broadly as that which is allowed by the CG 00 01 04 13 ISO coverage form, per the terms and conditions of the policy

**CERTIFICATE HOLDER      CANCELLATION    See Attachment**

<b>20087626</b> City of Kenosha, Public Works Department 625 52nd St – Room 305 Kenosha, WI 53140	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---





City of Kenosha,  
Public Works Department

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 20087626.

- Email: [Chicagoedelivery@lockton.com](mailto:Chicagoedelivery@lockton.com)
- Phone: 866-297-8023

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies  
500 W. Monroe Street, Suite 3400  
Chicago, IL 60661