Agenda
Public Works Committee Meeting
625 52nd Street, Room 202
Monday, September 30, 2019
5:30 PM

Chairperson Mitchell Pedersen
Vice Chairperson David F. Bogdala
Alderperson Bruce Fox
Alderperson Jack Rose
Alderperson Dominic Ruffalo
Alderperson Bill Siel

Call to Order
Roll Call
Citizens Comments

Approval of the minutes of the meetings held on September 9, 2019 and September 16, 2019.

1. Request for Exception to Ordinance 5.051(D)(2) by Elizabeth Ruby (319 69th Street). (District 3)

2. Request for use of city street (51st Place – 6th Avenue to 7th Avenue) by Captain Kelly’s Bar LLC (5118 6th Avenue) on Friday, October 4, 2019 for Captain Mikes Block Party event. (District 2)

3. Request for use of city street (46th Street – 8th Avenue to Sheridan Road) by Lemon Street Gallery (4601 Sheridan Road) on Saturday, October 5, 2019 for Lemon Street 20th Anniversary Celebration event. (District 2)

4. Request for use of city street and alley (57th Street – 6th Avenue to 7th Avenue and alleyway) by Kenosha Creative Space, Inc. (624 57th Street) on Friday, October 18, 2019 for the Friday the 18th – An Electronic Music Street Party event. (District 2)

5. Request for use of city street and alley (57th Street – 6th Avenue to 7th Avenue and alleyway) by Kenosha Creative Space, Inc. (624 57th Street) on Saturday, November 2, 2019 for the Day of the Dead Celebration event. (District 2)

6. Request for use of city owned property (grassy lot west of Kenosha Public Museum & Civil War Museum) by City of Kenosha on Friday, November 29, 2019 for the City Christmas Tree Lighting event. (District 2)

7. Resolution by Finance Committee – Resolution to Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvement in Street Right-Of-Way (Sidewalk and/or Driveway Approach) for Project 18-1021 60th Street Reconstruction. (District 17) (referred to Finance)
8. Resolution by Finance Committee – Resolution to Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvement in Street Right-Of-Way (Sidewalk and/or Driveway Approach) for Project 18-1029 22\textsuperscript{nd} Avenue Reconstruction. (Districts 2, 3 & 7) (referred to Finance)

9. Project 19-1217 HVAC Installation at Street Division Sign Barn (6415 35\textsuperscript{th} Avenue). (District 15)

10. Acceptance of Project 18-1251 Harbor Wall Improvements (Harbor Area north of 54\textsuperscript{th} Street) which has been satisfactorily competed by Michels Corp. (New Berlin, Wisconsin). The final amount of the contract is $413,706.95. (District 2) (referred to Parks)

11. Acceptance of Project 18-1252 Harbor Reconfiguration Phase I (Kenosha Harbor) which has been satisfactorily completed by Michels Corp. (New Berlin, Wisconsin). The final amount of the contract is $568,734.70. (District 2)

12. Acceptance of Project 18-1576 Fire Station #6 Renovations (2615 14\textsuperscript{th} Place) which has been satisfactorily completed by Stuckey Construction Co. (Waukegan, Illinois). The final amount of the contract is $148,737.24. (District 4) (referred to PSW)

13. Acceptance of Project 19-1250 Harbor Mooring Bollards (North and South Walls of the Harbor) which has been satisfactorily completed by McMullen & Pitz Construction Co. (Manitowoc, Wisconsin). The final amount of the contract is $655,484. (District 2)

14. AlertSense Presentation for Public Works Use. (No Backup Provided)

15. Project 19-1021 60\textsuperscript{th} Street (60\textsuperscript{th} Avenue – 200 feet west of 54\textsuperscript{th} Avenue) Reconstruction Monthly Project Status Report. (No Backup Provided)

16. CIP Awarded Project Status Report.

17. Set date and time for 2019 Budget Review. (No Backup Provided)

ALDERPERSONS' COMMENTS

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.
Chairperson Mitchell Pedersen  
Alderperson Jack Rose  
Vice Chairperson David F. Bogdala  
Alderperson Dominic Ruffalo  
Alderperson Bruce Fox  
Alderperson Bill Siel

The regular meeting of the Public Works Committee was held on Monday, September 9, 2019 in Room 202 of the Municipal Building. At roll call the following members were present: Chairperson Mitchell Pedersen, Vice Chairperson David F. Bogdala, Alderpersons Bruce Fox, Jack Rose, Dominic Ruffalo and Bill Siel. The meeting was called to order at 5:47 PM. Staff members in attendance were Brian Cater, Deputy Director of Public Works/City Engineer and Dan Joyce, Museums Director.

Citizen's Comments – Ellen Ferwerda, 7824 5th Avenue, spoke.

Approval of the minutes of the meeting held on August 26, 2019.
It was moved by Alderperson Siel, seconded by Alderperson Rose to approve. Motion passed 6-0.

1. Highway Easement between the City of Kenosha and Kenosha County for Parcel 08-222-29-400-001 (4071 88th Avenue). (District 16) (referred back to Committee at Common Council meeting on 9/4/19)
   It was moved by Alderperson Ruffalo, seconded by Alderperson Rose to approve. Motion passed 6-0.

2. Request for use of city-owned property (Parcel J) by Harborside Academy (913 57th Street) on Thursday, October 10, 2019 for a Homecoming Flag Football game. (District 2)
   Public Hearing: John Henningfield spoke.
   It was moved by Alderperson Rose, seconded by Alderperson Siel to approve. Motion passed 6-0.

3. Request for use of city-owned land west of the museums and various city streets by Kenosha Common Markets, Inc. partnering with Kenosha Public Museums on December 7-8, 2019 for Kenosha Harbor Holiday – International Market and Festival. (District 2)
   Public Hearing: Laura Tyunaitis and Dan Joyce spoke.
   It was moved by Alderperson Bogdala, seconded by Alderperson Rose to approve. Motion passed 6-0.

4. Award of Contract for Project 19-1028 Epoxy Pavement Markings Phase 2 (Citywide Locations) to Century Fence Co. (Pewaukee, Wisconsin) in the amount of $31,800. (Districts 1, 3, 4, 5, 14 & 16)
   It was moved by Alderperson Rose, seconded by Alderperson Bogdala to approve. Motion passed 6-0.

5. Award of Contract for Project 19-1529 Kenosha Museum Humidifier Replacement (5500 1st Avenue) to Southport Engineered Systems (Caledonia, Wisconsin) in the amount of $114,000. (District 2)
It was moved by Alderperson Siel, seconded by Alderperson Fox to approve. Motion passed 6-0.

ALDERPERSONS’ COMMENTS
Alderperson Bogdala spoke about concerns with garbage collection at events held in the city.
Alderperson Ruffalo spoke to complement a recycling collector.
Alderperson Rose spoke about trash pick up and the car show event.
Alderperson Siel spoke regarding netting for restoration on projects.

ADJOURNMENT – There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:29 PM.
A special meeting of the Public Works Committee was held on Monday, September 16, 2019 in Room 202 of the Municipal Building. At roll call the following members were present: Chairperson Mitchell Pedersen, Vice Chairperson David F. Bogdala, Alderpersons Bruce Fox, Jack Rose, Dominic Ruffalo and Bill Siel. The meeting was called to order at 6:35 PM. Staff members in attendance were Shelly Billingsley, Director of Public Works, Randy Hernandez, City Administrator, Ed Antaramian, City Attorney and Mike Maki, Community Development Specialist.

Citizen's Comments – Paul Wojdyla spoke.

1. Award of Contract for Project 19-1422 Simmons Island Beach House Phase II Renovations (5001 Simmons Island Road) to Berglund Construction Co. (Chicago, Illinois) in the amount of $454,250. (District 2) (referred to Parks)
   It was moved by Alderperson Bogdala, seconded by Alderperson Rose to approve. Motion passed 6-0.

2. Agreement by Newmark Knight Frank to Provide Project Management Services to the City of Kenosha in connection with the Design and Construction of the New City Hall. (referred to Finance)
   Public Hearing: Paul Wojdyla spoke.
   It was moved by Alderperson Bogdala, seconded by Alderperson Siel to add a bullet point to page 6 to give Public Works Committee updates quarterly on status and information. It was then moved by Alderperson Bogdala, seconded by Alderperson Fox to amend quarterly to monthly. Approved 6-0. It was then moved by Alderperson Fox, seconded by Alderperson Siel to approve as amended. Motion passed 4-2 with Alderperson Pedersen and Alderperson Bogdala voting no.

ALDERPERSONS’ COMMENTS – None

ADJOURNMENT – There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 7:10 PM.
September 5, 2019

City of Kenosha
Department of Public Works
625 52\textsuperscript{nd} Street, Room 305
Kenosha, WI 53104

Dear DPW,

I am writing to request an exception of my home at 318 69\textsuperscript{th} Street relative to Ordinance 5.051 (Lawn Park Areas) as indicated by your letter of August 5.

Since your original lawn park inspection of September 2018, the decorative fence has been removed and the stone carriage walk has been approved. Thus, those two items have been resolved.

That leaves the brick edging material. The bricks are beveled and embedded well into the ground so as to not represent a tripping hazard or cause other harm. (Over the years, a few bricks have broken and/or shifted and can easily be fixed.) Thus, I believe the edging is compliant in these matters.

The only outstanding issue (as I understand it from your letter) is the position of the brick edging. It will be impossible to move the brick boarder 12-18 inches from sidewalk/curb/driveway approach because the ground beneath the trees is filled with tree roots – many huge and exposed. Cutting into such substantial roots to make way for the edging will damage the trees. Without the bricks, dirt and debris will scatter onto the sidewalk and street. Given the situation, I respectfully request for an exception.

Please advise on when my petition will be placed on the Public Works Committee agenda for consideration.

Regards,

[Signature]

Elizabeth Ruby
262-656-0409

cc: Jan Michalski, District 3
City of Kenosha
Department of Public Works
625 52nd STREET ROOM 305
KENOSHA, WI 53140

ATTN: SHELLY BILLINGSLEY
August 5, 2019

Elizabeth Ruby
318 69th St
Kenosha, WI 53143

Elizabeth Ruby:

Previously, you had been advised of the illegal obstructions placed in the lawn park area of 318 69th Street. Over the past several months we have extended the deadline for the removal of the obstruction within the Public Right-of-way adjacent to your property. The Common Council has recently revised the Code of General Ordinances, Section 5.051 “Lawn Park Areas”. The revised ordinance permits defined landscape features to be installed in the Lawn Park Area. However, with these changes some obstructions will still need to be removed from the Lawn Park Area.

The following items remain non-compliant with Section 5.051 as revised and therefore are ordered to be removed by September 30, 2019.

- Plant boxes, tree surrounds, edging materials similar Landscape Features which are less than twelve (12") inches in height. Such feature must be a minimum of twelve (12") inches from the edge of all driveways and driveway approaches, a minimum of twelve (12") inches from all property lines, a minimum of twelve (12") inches from the edge of the sidewalk, eighteen (18") inches from the back of the curb to allow ingress and egress for occupants of legally parked vehicles along the curb and not restrict access to fire hydrants. as specified in 5.051(A)(3).
- You must ensure that all plantings within the area meet the requirement of being lower than 36 inches in height.
- Grass, trees and plantings to be in a healthy condition and trimmed so as not to constitute a public or private nuisance. Under no circumstances may any plantings encroach over a sidewalk, curb or roadway shoulder as specified in 5.051 (A)(4).
- You must ensure that the brick edging material is to not create a trip hazard, puncture or cut to cause harm or damage. They must be rounded or beveled as specified in 5.051 (A)(4).
- Fence must be removed unless less than 12 inches in height.

In the event you wish to maintain the nonconforming landscape features identified, the property owner may request an exception pursuant to Code of General Ordinances Section 5.051(D)(2). If you would like to pursue an exception the property owner will need to send a letter to the following address before the September 30th Deadline to:
City of Kenosha
Department of Public Works
625 52nd Street, Room 305
Kenosha, WI 53104

This letter should identify the nonconforming feature(s) you wish to remain and any relevant information you want to be considered in the review of your petition. Upon receipt, your request will be placed on an agenda for consideration by the Public Works Committee. You will be provided advanced notice of the meeting date at which your petition will be reviewed. Furthermore, you are encouraged to attend the Committee meeting to support your petition and address any questions the Committee may have with regard to your request.

Sincerely,

Shelly Billingsley, MBA, PE
Director of Public Works

Enclosed: Code of General Ordinance Revisions

cc: Alderperson Jan Michalski, District 3
    Brandon Dahl, Engineer Technician
    Matt Knight, Deputy City Attorney
Elizabeth Ruby
318 69th St
Kenosha, WI 53143

AUG 12-2019

3. Service Type
- Certified Mail®
- Collect on Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over $500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Return Receipt for Merchandise
- Return Receipt for Merchandise

PS Form 3811, July 2015 PSN 7530-02-000-9053
Domestic Return Receipt

5155 825 688 12-2019

Agar

AUG 12-2019

City of
Public Works
Department
to seasonal weather conditions and to the general development of the area in, about and abutting the building for which a certificate of occupancy has been applied, as determined by the Director of Public Works or designee thereof.

4. In a rural type section every property owner who shall hereafter improve their property with a building shall be required to construct public sidewalks when the roadway is improved to an urban type section. In such event, the sidewalk shall be constructed at the time of installation of the new pavement, curb and gutter.

5. The Common Council may, in its discretion, at any time, order the construction of, repair of, or replacement of public sidewalks at the expense of the abutting property owner whether the property is improved by a building or not, when deemed necessary to serve the public safety or convenience subject to the following procedure:
   a. The Common Council must approve the necessity for the proposed construction, repair or replacement of public sidewalks by Resolution after giving the abutting property owner and the public the opportunity to be heard, before the Public Works Committee.
   b. Written notice of the proposed construction, repair or replacement of a public sidewalk has been sent by 1st Class United States mail to the last recorded address of the abutting property owner or has been served upon the person of the abutting property owner.

6. Special assessments may be utilized to recover the cost of sidewalk construction, repair or replacement subject to the following procedure:
   a. Written notice of the proposed construction, repair or replacement of a public sidewalk has been sent by 1st Class United States mail to the last recorded address of the abutting property owner or has been served upon the person of the abutting property owner.
   b. The abutting property owner has been permitted the opportunity to be heard before the Board of Public Works on the necessity for the proposed construction, repair or replacement. The abutting property owner shall be given the opportunity to appear, with or without counsel, examine all written reports, call witnesses and submit written reports. The findings of the Board of Public Works shall be reduced to writing and submitted to the Common Council for approval.
   c. The Common Council must approve the necessity for the proposed construction, repair or replacement of public sidewalks by Resolution after giving the abutting property owner and the public the opportunity to be heard, and after reviewing the report of the Board of Public Works.
   d. The Common Council must approve, by Resolution, the amount of special assessment to be imposed upon the benefited property after the final determination of charges has been made. Appeal from this final determination shall be pursuant to the procedures outlined in §66.0703(12), Wisconsin Statutes.

7. Sidewalks shall not be required:
   a. Within the City of Kenosha Industrial Park.
   b. Within Industrial Parks of over twenty (20) acres upon application for an exception to the Common Council and approval thereof, when and for so long as not deemed necessary.
   c. Within the Planned Development Overlay-PDO-District, as defined in §3.22 of the City of Kenosha Zoning Ordinance, upon application for an exception to the Common Council and approval thereof.
   d. In the public right-of-way of property owned by the City of Kenosha. Exceptions in Subsections b. and c. may be granted for all or part of the area sought to be excepted. Exceptions may be denied where a public sidewalk is deemed necessary to serve the public safety and convenience.

8. Sidewalk Requirement-Deferral. No property owner shall have the sidewalk requirement of this Ordinance deferred unless it is recommended by the Board of Public Works and approved by the Common Council, and then only pursuant to the following criteria:
   a. On boundary streets with an adjoining town or village, where the City limits are so irregular as to make it impractical to require the property owner within the City to have sidewalks constructed until the property abutting and remaining in the town or village shall have sidewalks constructed thereon.
   b. On property zoned "Business (B-2)" which abuts a major State trunk highway.

5.051 LAWN PARK AREAS:

A. Definitions
1. **Lawn Park** shall mean the area between the public sidewalk and the curbline of the street. Where there is no sidewalk, Lawn Park shall mean the area between the property line and the curbline of the street.

2. **Sidewalk** shall mean the area within a street or highway right-of-way used or reserved for pedestrian traffic.

3. **Improve** shall mean:
   a. **Permissible Plantings.**
      (1) To plant with grass suitable for local growing conditions;
      (2) To plant with trees subject to species and spacing recommended by the City Forester; and
      (3) To plant with other plantings which are recommended by the City Forester.
   b. **Landscape Features.** All items placed in the lawn park must be easily removable to facilitate the repair and installation of public utilities. Permissible landscape features include:
      (1) **Ground Cover.** Decorative stone, small rock, bark or mulch meant to protect and promote approved plantings shall be allowed provided the materials are stable and maintained so as not to scatter on sidewalk or streets. The finish grade of such a treatment must be flush with the top of the curb and sidewalk.
      (2) Temporary wire fencing, lattices, stakes and strings used to support plants are permissible if necessary to assist the establishment of approved plantings but must be removed from the lawn park once the plantings have been established.
      (3) Decorative hitching posts or structures if consistent and customarily associated with the neighborhood.
      (4) Plant boxes, tree surrounds, edging materials similar Landscape Features which are less than twelve (12") inches in height. Such feature must be a minimum of twelve (12") inches from the edge of all driveways and driveway approaches, a minimum of twelve (12") inches from all property lines, a minimum of twelve (12") inches from the edge of the sidewalk, eighteen (18") inches from the back of the curb to allow ingress and egress for occupants of legally parked vehicles along the curb and not restrict access to fire hydrants.

4. **Maintain** shall mean:
   a. Free from debris.
   b. Decorative stone, bark or mulch to be managed so as not to scatter on sidewalk or street provided that the treatment surface is uniform and reasonably walkable.
   c. Grass, trees and plantings to be in a healthy condition and trimmed so as not to constitute a public or private nuisance. Under no circumstances may any plantings encroach over a sidewalk, curb or roadway shoulder.
   d. Grass not to exceed eight (8") inches in height.
   e. Area to be made as safe as its nature will reasonably permit.
   f. Area to be kept in compliance with the Ordinances which regulate exterior maintenance of abutting premises.
   g. Lawn park plantings must be lower than thirty-six (36") inches in height. In order to provide a clear view at driveways and intersections for all users of the traveled way, the lawn park area within each intersection described as follows shall be kept clear of any plantings over twenty-four (24") inches in height:
      (1) At the intersection of two (2) streets abutting a corner lot, the lawn park area subject to the twenty-four (24") inch limitation shall be the lawn park within four (4') feet of the intersecting property line. Dimensions of the clearance area may be reduced based upon the recommendation of the Traffic Engineer.
      (2) At the intersection of a street with a private road, driveway, or alley, the lawn park area subject to the twenty-four (24") inch limitation shall be the lawn park within four (4') feet of the private road, driveway or alley.
   h. Landscape features shall not create tripping hazards, puncture or cutting potential or project to cause bodily or vehicular harm or damage. Sharp corners, edges or material must be rounded or beveled.

5. **Permissible Plantings.** The City Forester shall maintain a list of recommended grasses, trees and planting permissible for improving the lawn park which may be amended from time to time at the discretion of the City Forester. In assessing which grasses, trees and plantings are permissible the City Forester should consider suitability, species, spacing, vision clearance, maintenance and compatibility with the site.
and neighborhood. Any plant species that are deemed invasive are regulated under Wis. Admin. Code CH NR 40, which are poisonous, noxious or which have exposed, rigid spines or thorns are prohibited.

B. Purpose. The purpose of this Ordinance is to encourage a natural and aesthetically pleasing environment and to protect public health, safety and welfare by enhancing pedestrian and vehicular traffic safety.

C. Required Improvements. It shall be the duty of every property owner to improve the lawn park area abutting their property in conformance with this Ordinance. Improvements shall be maintained so as not to interfere with the public's right of travel over the lawn park area.

D. Exception.

1. Notwithstanding paragraph D.2., adjacent to a sidewalk associated with residential properties, the property owner may create a carriage walk by extending a walkway that exists between the residence and the sidewalk, such extension to be across the lawn park to the curb. Such carriage walk must be collinear with the walkway and may not be wider than the width of the walkway at the point the walkway meets the sidewalk. The carriage walk permitted must be composed of: concrete, brick pavers, concrete pavers; or natural field stone pavers; stone less than three inches in diameter and bituminous asphalt are prohibited. The carriage walk must be maintained to have as continuous and smooth a surface as the material will allow.

Carriage walks must be sloped in a manner that allows for drainage over the curb.

All carriage walks are subject to inspection and may be removed by the City at any time with written notice and without compensation. Carriage walks damaged by public works projects will be repaired by the City.

2. The Committee on Public Works may grant an exception, upon the petition of the abutting property owner, to the required improvements so as to permit the paving or other treatment of a lawn park area. In considering an application from an abutting property owner for an exception the Committee on Public Works shall consider issues relating to lawn park maintenance and street access to premises. The application may be granted in full or in part and may be conditioned upon trees or other plantings being installed in accordance with a plan approved by the City Forester. Petitions for exceptions are to be granted only for a good cause.

E. Required Maintenance. It shall be the duty of every property owner to maintain the lawn park area abutting their property in conformance with this Ordinance. The City's obligation to maintain is limited to enforcement of this Ordinance upon having notice of a violation.

F. Responsibility. The property owner is responsible for the lawn park improvements and understands that permissible plantings and landscape features in the lawn park are made at their own risks, and they may be removed by the City without compensation. The owner or occupant seeking to place permissible plantings or landscape features in the lawn park is responsible for contacting Digger's Hotline to identify and mark any underground utilities prior to digging within the right-of-way. Property owners will be provided written notice by City of Public Works projects which will damage or disturb lawn park improvements. City will restore lawn park areas to grass standard upon completion of the Public Works project. Restoration of any other lawn park improvements, except for those described in Section D.1. shall be subject to the discretion and at the expense of the property owner.

G. Enforcement. The enforcement of this Ordinance shall be under the jurisdiction of the Department of Public Works. With respect to exterior maintenance, the Department having jurisdiction of any exterior maintenance Ordinance applicable to the abutting property shall also have jurisdiction with respect to lawn parks.

Compliance with this Ordinance shall be obtained through written Orders to the abutting property owner, issued by designated enforcing officers of each Department having jurisdiction hereof, which shall provide a reasonable time for compliance. Except in emergency situations a minimum period of ten (10) days shall be provided for compliance. Orders which are not timely complied with may be enforced by

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citation or by the City doing or having done any corrective work and charging the cost thereof to the abutting property as a special assessment. The penalties for non-compliance shall be noted in any Order issued.

Any property owner in receipt of an enforcement order may appeal said order to the Committee on Public Works in the office of the Department of Public Works.

5.06 WASTE COLLECTION AND REMOVAL

A. Definitions.

1. Household Hazardous Waste shall mean and include:
   a. Paint Products - lead, latex and oil paints, thinners, strippers, solvents, varnishes, and lacquers.
   b. Auto Products - gasoline, used antifreeze, car waxes, brake and transmission fluid.
   c. Cleaning Products - oven cleaners, drain cleaners, bleach, spot removers, detergents, window and floor cleaners and polishes, metal polishers.
   d. Garden Products - pesticides, weed killers, fertilizers, ant and rodent poisons, flea powder and fungicides.
   e. Miscellaneous Items - photographic chemicals, lighter fluids, mercury batteries, moth balls, swimming pool chemicals and wood preservatives.

2. Waste shall mean and include garbage (all rejected matters that are subject to decomposition), ashes, rubbish and trash, but not of an earthly or construction nature.

3. Recyclable Materials shall have the meaning provided in Section 5.119 of this Chapter.

4. Major Appliance(s) shall mean an air conditioner, clothes dryer, clothes washer, furnace, boiler, dehumidifier, water heater, dishwasher, freezer, microwave oven, oven, refrigerator, or stove which is intended for disposal.

5. Bulky Solid Waste shall mean Waste and Recyclable Material which is too bulky for regular pickup, such as, but not limited to, antennas, beds, bicycles, box springs, cabinets, chairs, couches, doors, dressers, fencing, grills, gutters, lawn mowers, Major Appliances, mattresses, pools, rugs, screens, sinks, stereos, swing sets, T.V.'s, tables, toilets, toys, vacuums and windows.

6. Special Collection Sticker shall mean a sticker issued by the Department of Public Works for the disposal of Major Appliances.

7. Person includes any individual, corporation, partnership, or association.

8. Waste Collection System shall mean City collection, transportation and disposal of Waste Recyclable Materials, Major Appliances and Bulky Solid Waste.

B. Transportation of Waste Regulated. No Person, except an employee or agent of the City, shall collect and transport Waste, Recyclable Materials, Major Appliances and/or Bulky Solid Waste on any street without obtaining a license therefor.

C. Dumping. No Person shall dump or bury Waste, Recyclable Materials, Major Appliances, Bulky Solid Waste, Household Hazardous Waste, or hazardous or infectious medical Waste in any street, alley, park or public place.

D. Regulation for Collection. The Board of Public Works (Committee on Public Works) is authorized and directed to make and enforce regulations for the collection of Wastes, Recyclable Materials, Major Appliances, Bulky Solid Waste and Household Hazardous Waste which may prescribe:

1. Size, type, condition and usage of containers to be used by patrons of the Waste Collection System.
3. Time of collections.
4. Other requirements to be observed by patrons of the Waste Collection System.

E. Service Fees. Fees for patrons of the Waste Collection System shall be determined from time to time by the Common Council, following review and recommendation by the Committee on Public Works and the Committee on Finance.
April 5, 2019

Elizabeth Ruby
318 69th St
Kenosha, WI 53143

SUBJECT: Obstruction in the Public Right-of-Way at 318 69th St

Dear Property Owner,

A letter was sent to you on October 30, 2018 previously advising a complaint the City had received regarding an obstruction in the public right-of-way immediately in front of the property at 318 69th St. You were given a compliance deadline of April 19, 2019. The City has decided to extend the deadline again until May 31, 2019. No City action related to compliance will be taken prior to May 31, 2019 without prior written notice, in the interim Elected Officials and City Staff are reviewing the Municipal Code and city policy with regard to the types of obstructions present in the public right-of-way abutting residential properties. Should a change in policy be made which effects this notice you will receive an additional letter detailing those changes. If you do not hear from the City by May 31, 2019 all items identified for removal must be removed pursuant to this order.

If you have any questions on this issue, please contact Public Works at 262-653-4050.

Sincerely,

Shelly Billingsley, MBA, PE
Director of Public Works

cc: Alderperson Jan Michalski, District 3
Matt Knight – Deputy City Attorney
October 30, 2018

Elizabeth Ruby  
318 69th St  
Kenosha, WI 53143

SUBJECT: Obstruction in the Public Right-of-Way at 318 69th St

Dear Property Owner,

As you have been previously advised, the City has received a complaint regarding an obstruction in the public right-of-way immediately in front of the property at 318 69th St. You have been ordered to remove the obstruction or obtain permission for the obstruction no later then November 2, 2018, or the obstruction would be removed by the City subjecting your property to assessment of a special charge related to the cost of removal.

PLEASE BE ADVISED, in response to concerns which have been raised, as well as the upcoming winter season, that the order of compliance previously sent to you, is hereby amended and the compliance deadline has been extended until no later than April 19, 2019. No City action related to compliance will be taken prior to April 19, 2019 without prior written notice, in the interim Elected Officials and City Staff are reviewing the Municipal Code and city policy with regard to the types of obstructions present in the public right-of-way abutting residential properties. Should a change in policy be made which effects this notice you will receive an additional letter detailing those changes. If you do not hear from the City by April 19, 2019 all items identified for removal must be removed pursuant to this order.

If you have any questions on this issue, please contact Public Works at 262-653-4050.

Sincerely,

Shelly Billingsley, MBA, PE  
Director of Public Works

cc: Alderperson Jan Michalski, District 3  
Matt Knight – Deputy City Attorney
October 3, 2018

Elizabeth Ruby
318 69th St
Kenosha, WI 53143

SUBJECT: Obstruction in the Public Right-of-Way at 318 69th St

Dear Property Owner,

The City has received a complaint regarding an obstruction in the public right-of-way immediately in front of the property at 318 69th Street. According to the City of Kenosha Code of General Ordinance 5.045 (enclosed), it is a violation of City Ordinance to place any type of obstruction in the public right-of-way without first completing the Banners, Signs, Decorations and Obstruction in the Public Right-of-Way application (enclosed), which must be submitted to the City Clerk’s Office. The City Clerk will forward to the Public Works Department for review and comment prior to placing the application on the agenda of the Committee on Public Safety and Welfare.

Until this process is completed and the obstruction is officially approved, please remove all items immediately. If the obstruction is not removed by Friday, November 2, 2018, city staff will remove the obstruction(s) and the cost of the removal will be assessed back to you in the form of a special charge.

If you have any questions on this issue, please contact Public Works at 262-653-4050.

Sincerely,

Shelly Billingsley, MBA, PE
Director of Public Works

SB:dm

cc: Alderperson Jan Michalski – District 3
Public Works Committee shall have the ability to authorize the removal of an honorary street subname when it is determined that such honorary street subname no longer is relevant to any person, group, institution, organization, event or other entity for which the honorary street subname was applied to.

E. Restriction. Honorary street subnames may not be of individuals unless deceased for a minimum period of three (3) years. Restriction shall not apply to Mayor or Aldermanic sponsorship.

5.045 BANNERS, SIGNS, DECORATIONS AND OBSTRUCTIONS IN PUBLIC RIGHT-OF-WAY

A. Permit Required. No person, party, firm or corporation shall place any banner, sign, decoration, or obstruction in any public right-of-way without first obtaining the written permission of the Director of Public Works. The Common Council shall, from time to time, by Resolution, establish permit fees.

B. Exception and Limitation. The requirements of this Ordinance do not apply to:

1. The placement of banners, signs, decorations or obstructions by the City in a right-of-way; and,
2. Outdoor dining areas permitted under Section 5.046 of the Code of General Ordinances.

C. Requirements. A permit under Subsection A. may be granted only where:

1. A City authorized application form has been fully completed, properly executed and filed with the Office of the City Clerk. The City Clerk shall forward said application to the Director of Public Works, or designee thereof, for review and written comment prior to placing the application on the agenda of the Committee on Public Safety and Welfare for action thereon. The application form shall include an indemnity and hold harmless agreement drafted by the City Attorney which protects the City and its officers and employees from liability arising out of acts or omissions herein relevant, and it shall also require the following information: Name of applicant; address of applicant; identification of whether applicant is a partnership, individual, corporation, group of individuals, religious organization, political organization, social organization or fraternal organization; person representing applicant to contact; location, size, construction and height of banner, sign, decoration or obstruction; when banner, sign, decoration will be put up and taken down, if temporary in nature; whether or not lighted; and a picture, diagram or sketch of banner, sign, decoration, or obstruction.

2. The applicant has procured and maintains during the permit period, a minimum liability and contractual liability insurance policy in the amount of One Million ($1,000,000.00) Dollars single limits, providing coverage for claims involving death, personal injury and property damage. A certificate of such insurance shall be filed with the City Clerk as part of the application. If a sign or decoration is painted upon the property of another which lawfully infringes on a public right-of-way, this requirement shall apply only to the painter during the period of painting. The City Attorney may recommend, and the Committee on Public Safety & Welfare may approve, higher limits of insurance protection on a case by case basis.

3. The written permission of the owner of private property which lawfully infringes on a public right-of-way, such as a railroad bridge, upon which the banner, sign, decoration or obstruction will be placed, has been procured and attached to the application. Banners, signs, decorations and obstructions may not be placed on private property which unlawfully infringes on a public right-of-way.

4. The persons executing the application are authorized to do so by the corporation, partnership or organization in whose name the permission is requested and the application must document said authorization.

5. The placement, maintenance and removal of all banners, signs, decorations or obstructions shall be by applicant, solely at applicant's expense.

6. It shall be unlawful for any applicant obtaining a permit hereunder to fail to promptly remove a banner, sign, decoration or obstruction by the date specified within their application for taking it down, or by such other date as is determined by the Committee on Public Safety & Welfare.
D. Conditions of Approval. The Committee on Public Safety and 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 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. 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.

5. Obstructions greater than three and one-half (3.5') feet in height shall be at least fifteen (15') feet from a corner sidewalk.

6. Obstructions cannot extend beyond the limits of the applicant's property's street frontage.

7. Aisleways to building doors will be unobstructed so as to ensure a safe fire exit.

8. In accordance with Chapter 32, Rule 06-25 of the Code of General Ordinances, no structure, tree, pole, post, sign or any other 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.

E. Prohibited Content. No banner, sign, decoration or obstruction may be obscene or may tend to discriminate against any person or group protected by law against discrimination.

F. Lighting. The lighting of banners, signs, decorations and obstructions shall be prohibited, unless specified in the application and approved by the Committee on Public Safety & Welfare. Such approval may be granted only if the lighting will not unreasonably interfere with traffic or the peaceful use of property owners and users within the immediate vicinity thereof.

G. Appeal. Should the Committee on Public Safety & Welfare deny the application, applicant, by filing a written notice of appeal with the City Clerk within five (5) business days following, but not including, the day of denial, may appeal said denial to the Common Council. The appeal will be heard at a scheduled Common Council meeting as soon as practicable. However, to be heard at a given Common Council meeting, the notice of appeal must be filed a minimum of two (2) business days prior to said meeting, not including the day of the scheduled meeting.

H. Revocation, Suspension and Removal. The Committee on Public Safety & Welfare may suspend or revoke any permit issued hereunder and order the removal of any banner, sign, decoration or obstruction placed in a City right-of-way contrary to the terms of a permit issued under this Ordinance, or contrary to this Ordinance, upon providing permit holder with a reasonable time, not to exceed ten (10) days, in which to file a written request with the City Clerk to be heard in said matter, and show cause why the proposed action should not be taken. However, a banner, sign, decoration or obstruction may be removed without prior notice or opportunity to be heard where it constitutes an immediate danger to the public health, safety or welfare, where it is not in conformance with representations made in the application, where the Certificate of Insurance has expired or where placed within any right-of-way without a permit, contrary to the provisions of this Ordinance. In such cases, an opportunity for a post-removal hearing shall be provided.

I. Other Codes, Permits and Inspections. Permits issued hereunder are conditioned upon compliance with any Building, Health, Fire or Zoning Codes and permits and inspections hereunder, which may be applicable.
J. **Penalty.** Any person, party, firm or corporation who violates any provision of this Ordinance shall, upon conviction, forfeit not more than Three Hundred ($300.00) Dollars, plus the cost of prosecution, and in the event of the failure to promptly pay said amounts, the violator shall be imprisoned for not more than ten (10) days in the County Jail. Each day of violation shall be deemed a separate offense.

5.046 OUTDOOR DINING AREA LOCATED IN A PUBLIC RIGHT-OF-WAY, MAJOR STREET SETBACK AREA OR ON PUBLIC PROPERTY.

A. **Definitions.** The following terms and phrases, for purposes of this Ordinance, shall have the meanings provided.

1. "**Alcohol Beverages**" shall mean intoxicating liquor, wine and/or fermented malt beverages.

2. "**Applicant**" shall mean a tenant or property owner who is applying for a new or renewal permit to operate an Outdoor Dining Area in a public right-of-way, in a major street setback area, or on public property.

3. "**Dining Appurtenance(s)**" shall mean tables, chairs, planters, barriers, railings, walls, signs, benches, waste receptacles, umbrellas and heaters.

4. "**Major Street Setback Area**" shall mean the area between the property line and major "Street Setback" line as defined in Section 12.0 and established in Section 5.0 of the Zoning Ordinance for the City of Kenosha, Wisconsin.

5. "**Outdoor Dining**" shall mean the consumption of food and/or beverages in an Outdoor Dining Area.

6. "**Outdoor Dining Area**" shall mean a designated area where Dining Appurtenances are located on a sidewalk within a public right-of-way, partially within the public right-of-way and partially upon private property within the Major Street Setback Area, and/or upon public property, and operated as an integral part of an adjacent business, such as a bakery, candy and ice cream store, coffee shop, food store, grocery, deli, or restaurant, for the purpose of Outdoor Dining.

7. "**Pedestrian Path**" shall mean a continuous, obstruction-free sidewalk area, between the outside boundary of the Outdoor Dining Area and any obstruction. Obstructions include, but are not limited to, street trees, landscaping, street lights, benches, fire hydrants, utility boxes, utility poles, bus stops, public art and waste receptacles.

8. "**Permanent Improvements**" shall mean privately owned improvements and/or personal property attached to the ground by cement footings, bolts or similar attachment device.

9. "**Public Property**" shall mean a parcel of property owned, leased or otherwise controlled by the City of Kenosha, or subunit thereof, excluding the publicly held rights-of-way.

10. "**Restaurant**" shall mean any building or room where, as the establishment’s primary business, food and/or beverages are prepared, or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment’s gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts.

B. **Permit Required.** No person, party, firm or corporation shall be permitted to use the public right-of-way, a Major Street Setback Area or Public Property for an Outdoor Dining Area without first obtaining a permit from the Committee on Licenses/Permits. Any expansion or change in ownership of the business adjacent to the Outdoor Dining Area shall require a new application, fee, review and approval.

C. **Application.** A City authorized application form shall be fully completed, properly executed and filed with the City Clerk/Treasurer. An Outdoor Extension of Retail “Class B”, Class “B” and/or Class
Application for Banner, Sign, Decoration or Obstruction in Public Right-of-Ways
Form #PWE009 (rev. 02/17)

FOR OFFICE USE ONLY
Agreement Needed: ___ Yes ___ No
PSW: ___ Approved ___ Denied
Date: _______________________
CC: ___ Approved ___ Denied
Date: _______________________
If denied & appealed by applicant: ___ Approved ___ Denied by CC
Date: _______________________

Date: _______________________

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

Applicant Name: ____________________________________________

Applicant Address: __________________________________________

Contact Person Name: ___________________________ Contact Person Title: ___________________________

Phone: ___________________________ Email: ___________________________

Banner, Sign, Decoration or Obstruction Information

Location: ___________________________________________ 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 ___ No

Will the banner, sign, decoration or obstruction be placed on property of another which infringes on a public right-of-way? ___ Yes ___ 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 ___ No

If yes, signed permission from the property owner must be attached here to.

Applicants must attach a picture, diagram or sketch of 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 __________________ day of __________________, 20__.

Applicant Printed Name: ____________________________________________

Applicant Signature: _______________________________________________ Date: _______________________

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 52nd St – Room 305
Kenosha, WI 53140
318 69th St

Stone Paver carriage walk is ok per Ordinance
Dear Ms. Billingsley,

I am in receipt of two letters sent to my property at 6902 5th Avenue regarding an obstruction in the city parkway. Your letters identify that obstruction only as “edging” and claim that it violates City Code of General Ordinance 5.045. Your letters go on to give deadlines of August 27th and September 17th for the “edging” to be removed or the City will remove the “edging” and charge my property a special assessment for the removal.

Be advised that I will not be removing any “edging” until the City of Kenosha can explain in writing what it considers “edging” and specifically how it violates ordinance 5.045. Since ordinance 5.045 is vague as to what constitutes an obstruction my position is that it is the City of Kenosha’s responsibility to provide its interpretation of the ordinance and also an explanation of specifically how my property violates that ordinance before the City can make any claims or demands that 1) an obstruction exists and 2) it violates the ordinance and therefore needs to be removed.

Also, this letter serves as my formal complaint of the following 30 properties within a quarter mile radius of my property that clearly violate ordinance 5.045 and range from partial to complete obstructions of city parkways. The obstructions observed range from permanently installed decorative posts in the city parkway, decorative vertically installed
bricks abutting and edging entire lengths of sidewalks, entire lengths of parkway being converted to planting beds with 3'+ high plants and other various obvious obstructions.

| 6220 5th Avenue ✓ | 7860 4th Avenue not valid | 606 68th Street ✓ |
| 6826 3rd Avenue ✓ | 7764 6th Avenue ✓ | 515 71st Street ✓ |
| 7743 3rd Avenue ✓ | 622 78th Street ✓ | 601 72nd Street ✓ |
| 6416 3rd Avenue ✓ | 631 78th Street ✓ | 405 65th Street ✓ |
| 6028 3rd Avenue ✓ | 507 75th Street ✓ | 321 65th Street ✓ |
| 6014 3rd Avenue ✓ | 302 69th Street not valid | 7220 5th Avenue ✓ |
| 7206 2nd Avenue ✓ | 602 69th Street ✓ | 7123 5th Avenue ✓ |
| 7302 2nd Avenue ✓ | 408 69th Street not valid | 6706 5th Avenue ✓ |
| 7406 2nd Avenue ✓ | 318 69th Street ✓ | 7106 5th Avenue ✓ |
| 7115 7th Avenue ✓ | 509 68th Street not valid | 6213 5th Avenue ✓ |

I expect that you and your staff will address these obvious obstructions and violations of ordinance 5.045 with the same intensity and persistence that you are giving to the alleged obstruction at my property. I look forward to hearing from you as to the actions being taken to remedy these 30 obstructions and will follow-up with you in the next 30 days if I don’t hear from you or your staff in writing.

In the meantime, I look forward to your response to the alleged obstruction at my property.

Sincerely,

[Signature]

Nicholas Wallis, MBA

Cc: Mayor John Antaramian
    City Attorney Edward Antaramian
    Alderperson Jan Michalaski
DATE: 09/12/18
TIME: 20:01

PUBLIC WORKS SIDEWALK COMPLAINTS

Address: 318 069 ST
Parcel: 05-123-05-328-003
Owner: ELIZABETH A RUBY
Mail To: ELIZABETH A RUBY
318 69TH ST
KENOSHA, WI 53143-5521

Taken By: PDIANEH
Date: 09/12/18
Time: 15:52

Complainant: NICHOLAS WALLIS
Address: 6902 005 AV

Comments: RECEIVED A LETTER FROM COMPLAINANT REQUESTING THE CITY TO LOOK INTO THE PROPERTY ABOUT PARTIAL OR COMPLETE OBSTRUCTION IN THE CITY PARKWAY

___ No Action ___ Tagged ___ Ordered Cleared ___ Ordered Cleared/Cited

Inspected By: B.D.
Date: 9-14
Time: 1:07 PM

Comments: FLOWERS; ROCKS/Boulders; SMALL FENCE ALL IN PARKWAY

AROUND TREES; PLUS BRICK BORDER; AND A CARTRIDGE WALK MADE

BE LARGE STONES
Application for a Special Event Permit
Form #ADM400 (rev. 01/19)
Subject to Change

Nonrefundable Fee: $100.00 if submitted 45 days or more
Nonrefundable Fee: $500.00 if submitted 30-45 days before an event

INSTRUCTIONS: Before completing this application, please carefully read the Special Event Planning Guide found at www.kenosha.org: Events → Special Event Guidelines.

Applications for an event less than 30 days will not be considered.

Event Name: CAPTAIN MIKES BLOCK PARTY
Event Date(s) Requested: 10-4-19
Rain Date(s): ________________________

A. Event Organization

1. Organization's Name: CAPTAIN KELLY'S BAR LLC

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


4. Contact Person: JEANETTE KELLY

5. Contact Phone: 815-751-5393 Contact Email: jeanettekelly247@gmail.com

B. Event Location

1. Location (check all that apply):
   ☒ City Street
   ☐ City Owned Parcels
   ☐ City Sidewalk
   ☐ Water Utility Property
   ☐ City Park
   ☐ Airport Property
   ☐ City-Owned Building
   ☐ Transit Property

   Name & Address of the park, museum, building, etc. (street & zip): ____________________________

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

   On: 51st Place
   From: 60th Ave.
   To: 7th Ave.

3. Type of street use requiring closure: ☐ Parade ☐ Run or Walk ☐ Other: BLOCK PARTY

4. Attach a scaled site plan of the event location and include the following if applicable: ☐ Site Plan Attached
   ☐ Fences ☐ Beer Garden ☐ Trash Containers ☐ Parking (including handicapped spaces)
   ☐ Entrances/Exits ☐ Staging Areas ☐ Portable Toilets
   ☐ Volunteer Check-in ☐ Stages
   ☐ Vendor locations ☐ Routes & Traffic Lanes (including barricades)
   ☐ Temporary Structures (tents, trailers, etc.)
C. Event Operation Plan & Details (C.1. for one day events or C.2. for multiple day events.

1. One day events:
   Set-up Date: 10-4-19
   Event Start Date: 10-4-19
   Event End Date: 10-4-19
   Tear-down Date: 10-4-19
   Set-up Time: 12:00 PM (please indicate a.m. or p.m.)
   Event Start Time: 3:00 PM
   Event End Time: 11:00 PM
   Departure Time: 11:00 PM

2. Multiple day events: (please attach additional pages for events more than 3 days)

<table>
<thead>
<tr>
<th>SET-UP DATE</th>
<th>DAY 1 EVENT DATE</th>
<th>DAY 2 EVENT DATE</th>
<th>DAY 3 EVENT DATE</th>
<th>TEAR-DOWN DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SET-UP TIME</td>
<td>DAY 1 START &amp; END TIMES</td>
<td>DAY 2 START &amp; END TIMES</td>
<td>DAY 3 START &amp; END TIMES</td>
<td>TEAR-DOWN TIME</td>
</tr>
</tbody>
</table>

3. Estimated Number of Attendees Per Day: 200

4. Event Description (provide a brief description of your event; attach additional pages if needed):
   BLOCK PARTY, STAGE - LIVE MUSIC, BEER TRUCK, FOOD TRUCK

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

   - [X] Food Vendors
   - [ ] Camping
   - [ ] Merchandise Vendors
   - [ ] Artwork Displays/Sales
   - [ ] Animal Rides
   - [ ] Petting Zoo
   - [ ] Rides
   - [ ] Announcements/Speeches
   - [ ] Fireworks*
   - [ ] Bonfire*
   - [ ] Pyrotechnic Devices*
   - [ ] Horse Drawn Vehicles**
   - [X] Carnival
   - [ ] Circus
   - [X] Games
   - [ ] Public Entertainment
   - [X] Band
   - [ ] DJ
   - [ ] Theatre
   - [ ] Other:

   *You must contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 to obtain the Open Burning/Fireworks Permit a minimum of fourteen (14) business days before the event.
   **You must be in compliance with Chapter 14.025 C & D of the Code of General Ordinances.

D. Beer/Wine

1. Will your event have beer and/or wine? [X] Yes [ ] No (If no, skip to section E.)

2. Beer/Wine Sales: Please specify, for each day of sale, the start times and the end times when beer/wine will be sold. Please attach additional sheet(s) if needed.
   Please Note: If your event is in a Park, all beer/wine sales after 10 p.m. must get approval from the Board of Park Commission.

3. Name of organization applying for the Temporary Class "B" Retailer's License: [CAPTAIN KELLY'S BAR LLC]

   Day 1 of Sale: 10-4-19
   Sales Start Time: 3:00 PM (indicate AM or PM)  Sales End Time: 11:00 PM (indicate AM or PM)
Day 2 of Sale: 

Sales Start Time: ________ (indicate AM or PM) Sales End Time: ________ (indicate AM or PM)

Day 3 of Sale: 

Sales Start Time: ________ (indicate AM or PM) Sales End Time: ________ (indicate AM or PM)

You must contact the City Clerk-Treasurer’s office at 262-653-4020 or by emailing cityclerk@kenosha.org at a minimum of thirty (30) days prior to your event to obtain a Temporary Class “B”/Class B Retailer’s License.

E. Food/Merchandise

1. Do you plan to provide food at your event? ☑ Yes ☐ No

You must contact the Kenosha County Health Department at 262-605-6700 or by emailing Mark Melotik at mark.melotik@kenoshacounty.org or Brad Wozniak at brad.wozniak@kenoshacounty.org for information on the safe handling of food and beverages.

You must also 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. Do you plan to have vendors selling merchandise at your event? ☐ Yes ☑ No

☐ You must complete the Vendor List found in the Special Event Guideline if you have vendors and turn in 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.

To assist you with your event, the Parks Division has some equipment available for rent to your organization. If you plan to rent equipment from the Parks Division, please fill out this section (supplies are limited and granted upon availability).

2. Will the event require any of the following City-provided rental equipment (check all that apply)?

- Bleachers ☐ # requested
- Barricades ☑ # requested 20
- Trash Containers ☑ # requested 10
- Recycling Containers ☐ # requested
- Reviewing Stands ☐ # requested
- New Showmobile ☒
- Generator (only with new Showmobile) ☒
- Benches ☐ # requested
- Picnic Tables ☒ # requested
- Traffic Cones ☒ # requested
- Traffic Signs ☐ # requested
- Podium ☐
- Old Showmobile ☒

How many 50 foot sections of snow fencing? ____ How many 6 foot sections of white plastic portable fencing? ____

G. Temporary Structures

1. Will the event have any temporary structures? ☑ 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. What type of temporary structures will be at the event (check all that apply)?
   - Tents (larger than 10x10 pop up)
   - Inflatable
   - Staging
   - Trailers
   - Dunk Tank
   - Other (Please Explain):

   You must contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 for information on necessary permits for the event. This must be done a minimum of fourteen (14) business days prior to the event in order to coordinate inspections the day(s) of the event.

4. I understand that if I have any temporary structures, I must call Digger’s Hotline no later than three (3) business days prior to the event.  
   - Yes  
   - No

***VERY IMPORTANT***
WI State Statute 182.6175 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, depending on facts and circumstances specific to each event, shall have the discretion to modify the required security plan as they deem necessary. The Kenosha Police and Fire Departments may also recommend denial of the Special Event Permit if the security plan is inadequate.

1. Briefly describe security measures:

2. Do you plan to have private security?  
   - Yes  
   - No

   Private Security Company Name: ___________________________ Phone #: ___________________________

3. Will you be using City of Kenosha Police personnel?  (if yes, contact Kenosha Police: 262-605-5212)
   - Yes  
   - No

4. 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: ___________________________ 
   M.I.: ___________________________ Last Name: ___________________________

   Head of Security’s Phone Number: 262-352-187

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.

☐ Attached To 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 and filed as a condition of approval.

- I understand the filing of this application does not ensure the issuance of this license.
- 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: Jeanette Kelly

Signature: ________________________________ Date: 9/4/19

INDEMNITY AND HOLD HARMLESS AGREEMENT

SPECIAL EVENT APPLICATION
CITY ORDINANCE CHAPTER 12.06

Captain Kelly
Barclay/Safe Harbor

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 Organizer's 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.

Applicant Signature: ________________________________ Date: 9/4/19

Please sign, date and return the completed application to:
City of Kenosha Administration
625 - 52nd Street
Room 300
Kenosha, WI 53140
6th Avenue

BARRICADE

STAGE

BEER TENT

TRUCK

PT = PICNIC TABLE

G = GARBAGE
CITY OF KENOSHA
GENERAL RECEIPT

RECEIPT NO.: 181232
RECEIPT DATE: 09/05/19
RECEIPT NAME: CAPTAIN KELLY'S BAR
ADDRESS: 5118 6TH AVE
KENOSHA, WI 53140

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPECIAL EVENT PERMIT</td>
<td>500.00</td>
</tr>
<tr>
<td>110-00-44605-000-000</td>
<td></td>
</tr>
</tbody>
</table>

DUE: 500.00
CHECK: 500.00
CHANGE: 0.00

CHECK NO: 1133
RECEIVED BY: PWCOUNT

#
EVENT: Captain Mike's Block Party EVENT DATE(S): 10/4/19
Application rec’d: 9/14/19 Zimbra Calendar entered:_______ Park Calendar Entered:__________
Receipt #: 181232 Scanned: 9/15/19 Public Stuff: 9/15/19 # 6729185

Does this Special Event require approval by the Board of Parks or the Board of Public Works?
Parks:  □ Yes  □ N/A  Date Approved:______________
Are there any Special Conditions approved by the Board of Parks (see attached minutes) □ Yes  □ N/A
Public Works: □ Yes  □ N/A  Date Approved:______________
Are there any Special Conditions approved by the Board of Public Works (see attached minutes) □ Yes  □ N/A

Does this Special Event require a Property Use Agreement?
KWU □ Yes  □ N/A  Date Approved:______________

COMMENTS

Director of Public Works:_____________________________ Traffic Engineer:______________________________

Street Closure Review: GIS:_____________________________

Police:_____________________________ Transit:_____________________________

Museum:_____________________________ Library:_____________________________

Copies sent to: Ald – District # Streets Parks Clerks CDI DPW
Transit Library Museum Police Fire Health KWU

FEES & EQUIPMENT RENTAL

<table>
<thead>
<tr>
<th>Italic indicates not included in capped fee</th>
<th>No. Requested</th>
<th>Total Equipment Price</th>
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<tbody>
<tr>
<td>Park Facility or Structure (per hour)</td>
<td></td>
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<tr>
<td>Band Shell (per day)</td>
<td></td>
<td></td>
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<tr>
<td>Trash Containers</td>
<td></td>
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<td>Recycle Containers</td>
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<td>Bleachers</td>
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<td>Benches (per bench)</td>
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<td></td>
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<tr>
<td>Barricades (per barricade)</td>
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<tr>
<td>Traffic Cones</td>
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<tr>
<td>Picnic Tables (per table)</td>
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<td></td>
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<tr>
<td>Reviewing Stands</td>
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<tr>
<td>Showmobile – OLD or NEW (circle one)</td>
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<tr>
<td>Fencing – Snow (per 50 feet)</td>
<td></td>
<td></td>
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<tr>
<td>Fencing – Portable (per sections)</td>
<td></td>
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<tr>
<td>Direct labor cost for setup &amp; removal (O/T per hour/worker outside normal business hours from Jodi)</td>
<td></td>
<td></td>
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<tr>
<td>Total Cost for Above Equipment Rental: (Actual invoice amount may be capped. Actual amount charged is shown)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Special Event invoice amount based on the number of days of event:

| Actual cost up to $150 lasting 1-4 days: |
| Actual cost up to $250 lasting 5-9 days: |
| Actual cost up to $500 lasting 10 or more days: |

MIR Created:________________________
Captain Mikes Block Party: 2019
Public Works - Engineering Division : 262.653.4050

Total Barricades Needed : 4
2 Barricades per Closure Location (2 Locations)
Application for a Special Event Permit
Form #ADM400 (rev. 01/19)
Subject to Change

Nonrefundable Fee: $100.00 if submitted 45 days or more
Nonrefundable Fee: $500.00 if submitted 30-45 days before an event

INSTRUCTIONS: Before completing this application, please carefully read the Special Event Planning Guide found at www.kenosha.org: Events → Special Event Guidelines.

Applications for an event less than 30 days will not be considered.

Event Name: Lemon Street 20th Anniversary Celebration
Event Date(s) Requested: Sat. Oct. 5th, 19
Rain Date(s): none

A. Event Organization
   1. Organization’s Name: Lemon Street Gallery
   2. Does this organization hold not-for-profit status? [ ] No [ ] Yes (Please provide verification of 501(c) 3 status by submitting a copy of your organization’s IRS determination letter which outlined your tax-exemption or call IRS Customer Service at 1-877-829-5500 to request a copy).
   3. Organization’s Address: 4601 Sheridan Rd, City: Kenosha, State: WI, Zip: 53140

B. Event Location
   1. Location (check all that apply):
      [x] City Street
   [ ] City Owned Parcels
   [ ] City Sidewalk
   [ ] Water Utility Property
   [ ] City Park
   [ ] Airport Property
   [ ] City-Owned Building
   [ ] Transit Property

Name & Address of the park, museum, building, etc. (street & zip):

2. Does the event require any streets to be closed? [ ] Yes [ ] No
   If yes, what street or avenue will be closed:
   On: 46th Street
   From: 8th Ave
   To: Sheridan Road

3. Type of street use requiring closure: [ ] Parade
   [ ] Run or Walk [ ] Other: Celebration

4. Attach a scaled site plan of the event location and include the following if applicable: [ ] Site Plan Attached
   [ ] Fences
   [ ] Beer Garden
   [ ] Trash Containers
   [ ] Parking (including handicapped spaces)
   [ ] Entrances/Exits
   [ ] Staging Areas
   [ ] Portable Toilets
   [ ] Volunteer Check-in
   [ ] Stages
   [ ] Vendor Locations
   [ ] Routes & Traffic Lanes (including barricades)
   [ ] Temporary Structures (tents, trailers, etc.)
C. Event Operation Plan & Details (C.1. for one day events or C.2. for multiple day events.

1. One day events:
   Set-up Date: Oct. 5th
   Event Start Date: Oct. 5th
   Event End Date: Oct. 5th
   Tear-down Date: Oct. 5th
   Set-up Time: 8:00 AM (please indicate a.m. or p.m.)
   Event Start Time: 11:00 AM
   Event End Time: 8:00 PM

2. Multiple day events: (please attach additional pages for events more than 3 days)

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<th>DAY 2 EVENT DATE</th>
<th>DAY 3 EVENT DATE</th>
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<td>DAY 2 START &amp; END TIMES</td>
<td>DAY 3 START &amp; END TIMES</td>
<td>TEAR-DOWN TIME</td>
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3. Estimated Number of Attendees Per Day: 99

4. Event Description (provide a brief description of your event; attach additional pages if needed):
   25th Anniversary Gallery Celebration

5. Indicate if the event will have any of the following (check all that apply):
   - [ ] Food Vendors
   - [ ] Camping
   - [ ] Merchandise Vendors
   - [x] Artwork Displays/Sales
   - [ ] Animal Rides
   - [ ] Petting Zoo
   - [ ] Rides
   - [x] Announcements/Speeches
   - [ ] Fireworks*
   - [ ] Bonfire*
   - [ ] Pyrotechnic Devices*
   - [ ] Horse Drawn Vehicles**
   - [ ] Carnival
   - [ ] Circus
   - [ ] Games
   - [x] Public Entertainment
     - [ ] Band
     - [ ] DJ
     - [ ] Theatre
     - [ ] Instrumental

   *You must contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 to obtain the Open Burning/Fireworks Permit a minimum of fourteen (14) business days before the event.

   **You must be in compliance with Chapter 14.025 C & D of the Code of General Ordinances.

D. Beer/Wine

1. Will your event have beer and/or wine? [x] Yes  [ ] No (If no, skip to section E.)

2. Beer/Wine Sales: Please specify, for each day of sale, the start times and the end times when beer/wine will be sold. Please attach additional sheet(s) if needed. Please Note: If your event is in a Park, all beer/wine sales after 10 p.m. must get approval from the Board of Park Commission.
   - [ ] Day 1 of Sale: Sat. Oct. 5th
   - Sales Start Time: 11:00 AM (indicate AM or PM)
   - Sales End Time: 8:00 PM (indicate AM or PM)

Name of organization applying for the Temporary Class "B" Retailer's License: Lemon Street Gallery
(If multiple days, complete each section as needed. Please indicate if more than 3 days.)

Day 1 of Sale: Sat. Oct. 5th
Sales Start Time: 11 AM (indicate AM or PM) Sales End Time: 8 PM (indicate AM or PM)
Day 2 of Sale: ____________________________

Sales Start Time: ___________ (indicate AM or PM)  Sales End Time: ___________ (indicate AM or PM)

Day 3 of Sale: ____________________________

Sales Start Time: ___________ (indicate AM or PM)  Sales End Time: ___________ (indicate AM or PM)

You must contact the City Clerk-Treasurer's office at 262-653-4020 or by emailing cityclerk@kenosha.org at a minimum of thirty (30) days prior to your event to obtain a Temporary Class "B"/Class B Retailer's License.

E. Food/Merchandise

1. Do you plan to provide food at your event? 
   ☑ Yes  ☐ No

   You must contact the Kenosha County Health Department at 262-605-6700 or by emailing Mark Melotik at mark.melotik@kenoshacounty.org or Brad Wozniak at brad.wozniak@kenoshacounty.org for information on the safe handling of food and beverages.

   You must also 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. Do you plan to have vendors selling merchandise at your event?  ☐ Yes  ☑ No

   ☑ You must complete the Vendor List found in the Special Event Guideline if you have vendors and turn it in 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.

   To assist you with your event, the Parks Division has some equipment available for rent to your organization. If you plan to rent equipment from the Parks Division, please fill out this section (supplies are limited and granted upon availability).

2. Will the event require any of the following City-provided rental equipment (check all that apply)?
   Bleachers ☑ # requested  Benches ☑ # requested
   Barricades ☑ # requested  Picnic Tables # requested
   Trash Containers ☐ # requested  Traffic Cones # requested
   Recycling Containers ☐ # requested  Traffic Signs # requested
   Reviewing Stands ☐ # requested  Podium
   New Showmobile ☐ # requested  Old Showmobile
   Generator (only with new Showmobile) ☐
   Fencing ☐

   How many 50 foot sections of snow fencing? _____  How many 6 foot sections of white plastic portable fencing? _____

G. Temporary Structures

1. Will the event have any temporary structures?  ☐ 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. What type of temporary structures will be at the event (check all that apply)?
   - Tents (larger than 10x10 pop up)
   - Inflatables
   - Staging
   - Trailers
   - Dunk Tank
   - Other (Please Explain):

   You must contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 for information on necessary permits for the event. This must be done a minimum of fourteen (14) business days prior to the event in order to coordinate inspections the day(s) of the event.

4. I understand that if I have any temporary structures, I must call Digger's Hotline no later than three (3) business days prior to the event. [ ] Yes [ ] 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, depending on facts and circumstances specific to each event, shall have the discretion to modify the required security plan as they deem necessary. The Kenosha Police and Fire Departments may also recommend denial of the Special Event Permit if the security plan is inadequate.

1. Briefly describe security measures: Volunteers & board members event activity

2. Do you plan to have private security? [ ] Yes [ ] No

   Private Security Company Name: Beth Dary Phone #: 262-605-4745

3. Will you be using City of Kenosha Police personnel? (if yes, contact Kenosha Police: 262-605-5212) [ ] Yes [ ] No

4. 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: Beth Dary

   Head of Security’s Phone Number: 262-605-4745

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.

☐ Attached  ☐ To 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 and filed as a condition of approval.

- 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: ____________________________
Signature: ____________________________ Date: Aug. 23rd, 19

INDEMNITY AND HOLD HARMLESS AGREEMENT

SPECIAL EVENT APPLICATION
CITY ORDINANCE CHAPTER 12.06

Beth Dary
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.

Applicant Signature: ____________________________ Date: Aug. 23rd, 19

Please sign, date and return the completed application to:
City of Kenosha Administration
625 - 52Nd Street
Room 300
Kenosha, WI 53140

Administration | 625 52nd St. Room 300, Kenosha, WI 53140 | T: 262.653.4000 | Email: specialevents@kenosha.org | KENOSHA.ORG | 5
**CERTIFICATE OF LIABILITY INSURANCE**

**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).

**PRODUCER**
David Insurance Agency
3917 47th Avenue
Kenosha, WI 53144

**CONTACT NAME:** Julie Kollmann
**PHONE:** (262) 657-3193  
**FAX:** (262) 635-1866
**EMAIL:** jkollmann@davidinsurance.com

**INSURER(S) AFFORDING COVERAGE**
INSCRIBER: Travelers Insurance  
NAIC #: 25615

**INSURED**
Lemon Street Gallery & Artspace Inc
4601 Sheridan Road
Kenosha, WI 53140

**COVERAGES**  
**CERTIFICATE NUMBER:** 2017-18 Master  
**REVISION NUMBER:**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**
Kenosha Harbor Market

**CANCELLATION**  
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**

© 1988-2015 ACORD CORPORATION. All rights reserved.
Dear Applicant:

Our letter dated JULY 2001, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (866) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)
CITY OF KENOSHA
GENERAL RECEIPT
COPY

RECEIPT NO.: 181155
RECEIPT DATE: 08/23/19
RECEIPT NAME: LEMON STREET GALLERY
ADDRESS: 4601 SHERIDAN RD

KENOSHA, WI 53140

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DUE: 100.00
CHECK: 100.00
CHANGE:  

CHECK NO: 9843
RECEIVED BY: PLURAD

#
Lemon Street 20th Anniversary Celebration: 2019

Total Signs Needed: 5
- Road Closed Ahead
- No Right Turn
- No Left Turn

Total Barricades Needed: 4
2 Barricades per Closure Location (2 Locations)

20th Anniversary Celebration: Lemon Street 20th Anniversary Celebration: 2019

Public Works - Engineering Division: 262.653.4050
Applicant for a Special Event Permit
Form #ADM400 (rev. 01/19)

Subject to Change

Nonrefundable Fee: $100.00 if submitted 45 days or more

Nonrefundable Fee: $500.00 if submitted 30-45 days before an event

INSTRUCTIONS: INSTRUCTIONS: Before completing this application, please carefully read the Special Event Planning Guide found at www.kenosha.org: Events → Special Event Guidelines).

Applications for an event less than 30 days will not be considered.

Event Name: Friday the 18th - An Electronic Music Street Party

Event Date(s) Requested: Friday, October 18  Rain Date(s):

A. Event Organization

1. Organization's Name: Kenosha Creative Space, Inc.

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

3. Organization's Address: 624 57th Street  City: Kenosha  State: WI  Zip: 53140

4. Contact Person: Francisco Loyola

5. Contact Phone: 2629459411  Contact Email:

B. Event Location

1. Location (check all that apply):

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

Name & Address of the park, museum, building, etc. (street & zip): 57th St and 7th Ave

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

If yes, what street or avenue will be closed:

On: 57th Street

From: 6th Avenue

To: 7th Avenue (And Alleyways)

3. Type of street use requiring closure:  Parade  Run or Walk  Other: Special Event/Block Party

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

- Fences
- Beer Garden
- Trash Containers
- Parking (including handicapped spaces)
- Entrances/Exits
- Staging Areas
- Portable Toilets
- Volunteer Check-in
- Stages
- Vendor locations
- Routes & Traffic Lanes (including barricades)
- Temporary Structures (tents, trailers, etc.)
C. Event Operation Plan & Details (C.1. for one day events or C.2. for multiple day events.)

1. One day events:
   - Set-up Date: Friday October 18
   - Set-up Time: 10:00 am (please indicate a.m. or p.m.)
   - Event Start Date: Friday October 18
   - Event Start Time: 4 pm
   - Event End Date: Friday October 18
   - Event End Time: 11:00 PM
   - Tear-down Date: Friday October 18
   - Departure Time: 12:00am

2. Multiple day events: (please attach additional pages for events more than 3 days)

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<td>DAY 3 START &amp; END TIMES</td>
<td>TEAR-DOWN TIME</td>
</tr>
</tbody>
</table>

3. Estimated Number of Attendees Per Day: 400

4. Event Description (provide a brief description of your event; attach additional pages if needed):
   Block Party - Music, Beer Garden and Food

5. Indicate if the event will have any of the following (check all that apply):
   - Food Vendors
   - Camping
   - Merchandise Vendors
   - Artwork Displays/Sales
   - Animal Rides
   - Petting Zoo
   - Rides
   - Announcements/Speeches
   - Fireworks*
   - Bonfire*
   - Pyrotechnic Devices*
   - Horse Drawn Vehicles**
   - Carnival
   - Circus
   - Games
   - Public Entertainment
   - Band
   - DJ
   - Theatre
   - Other: ________________________________

   *You must contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 to obtain the Open Burning/Fireworks Permit a minimum of fourteen (14) business days before the event.
   **You must be in compliance with Chapter 14.025 C & D of the Code of General Ordinances.

D. Beer/Wine

1. Will your event have beer and/or wine?  ✓ Yes  □ No  (If no, skip to section E.)

2. Beer/Wine Sales: Please specify, for each day of sale, the start times and the end times when beer/wine will be sold. Please attach additional sheet(s) if needed.
   Please Note: If your event is in a Park, all beer/wine sales after 10 p.m. must get approval from the Board of Park Commission.

3. Name of organization applying for the Temporary Class "B" Retailer's License: Kenosha Creative Space, Inc.
   (If multiple days, complete the each section as needed. Please indicate if more than 3 days.)

   Day 1 of Sale: Friday October 18
   - Sales Start Time: 4:00 pm (indicate AM or PM)
   - Sales End Time: 11:00 pm (indicate AM or PM)
Day 2 of Sale: 

Sales Start Time: ________ (indicate AM or PM)  Sales End Time: ________ (indicate AM or PM)

Day 3 of Sale: 

Sales Start Time: ________ (indicate AM or PM)  Sales End Time: ________ (indicate AM or PM)

You must contact the City Clerk-Treasurer's office at 262-653-4020 or by emailing cityclerk@kenosha.org at a minimum of thirty (30) days prior to your event to obtain a Temporary Class "B"/Class B" Retailer's License.

E. Food/Merchandise

1. Do you plan to provide food at your event?  
   □ Yes  □ No

   You must contact the Kenosha County Health Department at 262-605-6700 or by emailing Mark Melotik at mark.melotik@kenoshacounty.org or Brad Wozniak at brad.wozniak@kenoshacounty.org for information on the safe handling of food and beverages.

   You must also 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. Do you plan to have vendors selling merchandise at your event?  
   □ Yes  □ No

   You must complete the Vendor List found in the Special Event Guideline if you have vendors and turn in 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.

   To assist you with your event, the Parks Division has some equipment available for rent to your organization. If you plan to rent equipment from the Parks Division, please fill out this section (supplies are limited and granted upon availability).

2. Will the event require any of the following City-provided rental equipment (check all that apply)?

   Bleachers □ # requested 4  Benches □ # requested 10
   Barricades □ # requested 8  Picnic Tables □ # requested
   Trash Containers □ # requested 6  Traffic Cones □ # requested
   Recycling Containers □ # requested 4  Traffic Signs □ # requested
   Reviewing Stands □ # requested  Podium □
   New Showmobile □ Old Showmobile □
   Generator (only with new Showmobile) □
   Fencing □

   How many 50 foot sections of snow fencing? ______
   How many 6 foot sections of white plastic portable fencing? ______

G. Temporary Structures

1. Will the event have any temporary structures?  
   □ 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. What type of temporary structures will be at the event (check all that apply)?
   - Tents (larger than 10x10 pop up)
   - Inflatables
   - Staging
   - Trailers
   - Dunk Tank
   - Other (Please Explain): ____________________________

   You must contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 for information on necessary permits for the event. This must be done a minimum of fourteen (14) business days prior to the event in order to coordinate inspections the day(s) of the event.

4. I understand that if I have any temporary structures, I must call Digger’s Hotline no later than three (3) business days prior to the event. ☑ Yes _______________ 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, depending on facts and circumstances specific to each event, shall have the discretion to modify the required security plan as they deem necessary. The Kenosha Police and Fire Departments may also recommend denial of the Special Event Permit if the security plan is inadequate.

1. Briefly describe security measures: Volunteer Security Team ________________________________

2. Do you plan to have private security? ☐ Yes ☑ No
   Private Security Company Name: ____________________________________________ Phone #: __________________________

3. Will you be using City of Kenosha Police personnel? (if yes, contact Kenosha Police: 262-605-5212)
   ☐ Yes ☑ No

4. 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: ________________
   First: ______ M.I.: ______ Last: ________________
   Head of Security’s Phone Number: 262-459-4111

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.

☐ Attached ☑ To 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 and filed as a condition of approval.

- 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: Francisca Loyola

Signature: [Signature] Date: 09/3/19

INDEMNITY AND HOLD HARMLESS AGREEMENT

SPECIAL EVENT APPLICATION
CITY ORDINANCE CHAPTER 12.06

KENOOSHA CREATIVE SPACE, INC.

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.

[Signature] 09/03/19

Please sign, date and return the completed application to:
City of Kenosha Administration
625 - 52nd Street
Room 300
Kenosha, WI 53140
CITY OF KENOSHA  
GENERAL RECEIPT

RECEIPT NO.: 181222  
RECEIPT DATE: 09/04/19  
RECEIPT NAME: KENOSHA CREATIVE  
ADDRESS: SPACE  
624 57TH ST  
KENOSHA, WI 53140  

FRIDAY THE 18TH MUSIC STREET PARTY 10/18/19  
DAY OF THE DEAD 11/2/19  

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPECIAL EVENT PERMIT 110-00-44605-000-000</td>
<td>200.00</td>
</tr>
</tbody>
</table>

---------

DUE: 200.00  
CREDIT: 200.00  
CHANGE:     

RECEIVED BY: PWACCOUNT
Public Works - Engineering Division: 262.653.4050

Kenosha Creative Space 2019 - Friday the 18th - All Electronic Music Street Party

Event Footprint

Total Barricades Needed: Ten
- One barricade at one location (one total)
- Two barricades at two locations (four total)
- Five barricades at one location (five total)

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2019 0919 EJR
G:\PWENG\GIS\Public Works\Events\Special Events\Design\SpecialEventsWorkingMap.mxd
Application for a Special Event Permit
Form #ADM400 (rev. 01/19)
Subject to Change

Nonrefundable Fee: $100.00 if submitted 45 days or more
Nonrefundable Fee: $500.00 if submitted 30-45 days before an event

INSTRUCTIONS: Before completing this application, please carefully read the Special Event Planning Guide found at www.kenosha.org: Events → Special Event Guidelines.

Applications for an event less than 30 days will not be considered.

Event Name: Day of the Dead Celebration
Event Date(s) Requested: Saturday, November 2nd
Rain Date(s): ________________

A. Event Organization
1. Organization’s Name: Kenosha Creative Space, Inc.
2. Does this organization hold not-for-profit status? □ No □ Yes (Please provide verification of 501(c) 3 status by submitting a copy of your organization’s IRS determination letter which outlined your tax-exemption or call IRS Customer Service at 1-877-829-5500 to request a copy).
3. Organization’s Address: 624 57th Street
City: Kenosha
State: WI
Zip: 53140
4. Contact Person: Francisco Loyoa
5. Contact Phone: 2629459411
Contact Email: ________________________________

B. Event Location
1. Location (check all that apply):
   □ City Street
   □ City Owned Parcels
   □ City Sidewalk
   □ Water Utility Property
   □ City Park
   □ Airport Property
   □ City-Owned Building
   □ Transit Property

   Name & Address of the park, museum, building, etc. (street & zip): 57th St and 7th Ave

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

   If yes, what street or avenue will be closed:
   From: 6th Avenue
   On: 57th Street
   To: 7th Avenue (And Alleyways)

3. Type of street use requiring closure: □ Parade
   □ Run or Walk □ Other: Special Event/Block Party

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

   □ Fences □ Beer Garden □ Volunteer Check-in
   □ Entrances/Exits □ Staging Areas □ Stages
   □ Staging Areas □ Trash Containers □ Vendor locations
   □ Parking (including handicapped spaces) □ Portable Toilets
   □ Routes & Traffic Lanes (including barricades) □ Volunteer Check-in
   □ Parking (including handicapped spaces) □ Volunteer Check-in
C. Event Operation Plan & Details (C.1. for one day events or C.2. for multiple day events).

1. One day events:

| Set-up Date: | Saturday, November 2nd | Set-up Time: | 10:00 am | (please indicate a.m. or p.m.) |
| Event Start Date: | Saturday, November 2nd | Event Start Time: | 4 pm |
| Event End Date: | Saturday, November 2nd | Event End Time: | 11:00 PM |
| Tear-down Date: | Saturday, November 2nd | Departure Time: | 12:00 am |

2. Multiple day events: (please attach additional pages for events more than 3 days)

<table>
<thead>
<tr>
<th>SET-UP DATE</th>
<th>DAY 1 EVENT DATE</th>
<th>DAY 2 EVENT DATE</th>
<th>DAY 3 EVENT DATE</th>
<th>TEAR-DOWN DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SET-UP TIME</td>
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<td>TEAR-DOWN TIME</td>
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</tbody>
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3. Estimated Number of Attendees Per Day: 400

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

Block Party - Music, Beer Garden and Food

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

- [ ] Food Vendors  [ ] Camping  [ ] Merchandise Vendors  [ ] Artwork Displays/Sales
- [ ] Animal Rides  [ ] Petting Zoo  [ ] Rides  [ ] Announcements/Speeches
- [ ] Fireworks*  [ ] Bonfire*  [ ] Pyrotechnic Devices*  [ ] Horse Drawn Vehicles**
- [ ] Carnival  [ ] Circus  [ ] Games  [ ] Public Entertainment
- [ ] Other: ________________________________

*You must contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 to obtain the Open Burning/Fireworks Permit a minimum of fourteen (14) business days before the event.

**You must be in compliance with Chapter 14.025 C & D of the Code of General Ordinances.

D. Beer/Wine

1. Will your event have beer and/or wine? [ ] Yes  [ ] No (If no, skip to section E.)

2. Beer/Wine Sales: Please specify, for each day of sale, the start times and the end times when beer/wine will be sold. Please attach additional sheet(s) if needed.

   Please Note: If your event is in a Park, all beer/wine sales after 10 p.m. must get approval from the Board of Park Commission.

3. Name of organization applying for the Temporary Class "B" Retailer's License: Kenosha Creative Space, Inc.

   (If multiple days, complete the each section as needed. Please indicate if more than 3 days)

   Day 1 of Sale: Friday October 18

   Sales Start Time: 4:00 pm (indicate AM or PM)  Sales End Time: 11:00 pm (indicate AM or PM)
Day 2 of Sale: ____________________________

Sales Start Time: ___________ (indicate AM or PM)   Sales End Time: ___________ (indicate AM or PM)

Day 3 of Sale: ____________________________

Sales Start Time: ___________ (indicate AM or PM)   Sales End Time: ___________ (indicate AM or PM)

You must contact the City Clerk-Treasurer’s office at 262-653-4020 or by emailing cityclerk@kenosha.org at a minimum of thirty (30) days prior to your event to obtain a Temporary Class "B"/"Class B" Retailer’s License.

E.  Food/Merchandise

1. Do you plan to provide food at your event?   ☑ Yes   ☐ No

   You must contact the Kenosha County Health Department at 262-605-6700 or by emailing Mark Melotik at mark.melotik@kenosha county.org or Brad Wozniak at brad.wozniak@kenosha county.org for information on the safe handling of food and beverages.

   You must also 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. Do you plan to have vendors selling merchandise at your event?   ☐ Yes   ☑ No

   ☑ You must complete the Vendor List found in the Special Event Guideline if you have vendors and turn in 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.

To assist you with your event, the Parks Division has some equipment available for rent to your organization. If you plan to rent equipment from the Parks Division, please fill out this section (supplies are limited and granted upon availability).

2. Will the event require any of the following City-provided rental equipment (check all that apply)?

   Bleachers   ☐ # requested___   Benches   ☑ # requested 10
   Barricades   ☑ # requested 10   Picnic Tables   ☑ # requested 8
   Trash Containers   ☑ # requested 6   Traffic Cones   ☐ # requested___
   Recycling Containers   ☑ # requested 4   Traffic Signs   ☐ # requested___
   Reviewing Stands   ☐ # requested___   Podium   ☐
   New Showmobile   ☐   Old Showmobile   ☐
   Generator (only with new Showmobile)   ☐
   Fencing   ☐

   How many 50 foot sections of snow fencing? ___
   How many 6 foot sections of white plastic portable fencing? ___

G.  Temporary Structures

1. Will the event have any temporary structures?   ☐ 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.

   Administration | 625 52nd St. Room 300, Kenosha, WI 53140 | T: 262.653.4000 | Email: specialevents@kenosha.org | KENOSHA.ORG | 3
2. What type of temporary structures will be at the event (check all that apply)?
   - Tents (larger than 10x10 pop up)
   - Inflatables
   - Staging
   - Trailers
   - Dunk Tank
   - Other (Please Explain): ____________________________

   You must contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 for information on necessary permits for the event. This must be done a minimum of fourteen (14) business days prior to the event in order to coordinate inspections the day(s) of the event.

4. I understand that if I have any temporary structures, I must call Digger’s Hotline no later than three (3) business days prior to the event.  
   - Yes __________________ 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.

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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, depending on facts and circumstances specific to each event, shall have the discretion to modify the required security plan as they deem necessary. The Kenosha Police and Fire Departments may also recommend denial of the Special Event Permit if the security plan is inadequate.

1. Briefly describe security measures: Volunteer Security Team

2. Do you plan to have private security?  
   - Yes  
   - No

   Private Security Company Name: ____________________________ Phone #: ____________________________

3. Will you be using City of Kenosha Police personnel? (if yes, contact Kenosha Police: 262-605-5212)  
   - Yes  
   - No

4. 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: Steve Hawkins

   Head of Security’s Phone Number: 262-645-4114

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.

☐ Attached ☑ To 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 and filed as a condition of approval.

- 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: Francisco Loyola
Signature: [Signature]
Date: 09/3/19

INDEMNITY AND HOLD HARMLESS AGREEMENT

SPECIAL EVENT APPLICATION
CITY ORDINANCE CHAPTER 12.06

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 “Indemnities”) 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 Indemnities 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 Indemnities. It is specifically agreed, however, that Indemnities, 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 Indemnities 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.

Applicant Signature: [Signature]
Date: 09/3/19

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

Administration | 625 52nd St. Room 300, Kenosha, WI 53140 | T: 262.853.4000 | Email: specialevents@kenosha.org | KENOSHA.ORG | 5
Application for a Special Event Permit
Form #ADM400 (rev. 01/19)
Subject to Change

INSTRUCTIONS: Before completing this application, please carefully read the Special Event Planning Guide (the guide can also be Special Event Planning Guide reviewed at www.kenosha.org: Events → Special Event Guidelines).

Applications for an event less than 30 days will not be considered.

Event Name: City Christmas Tree Lighting
Event Date(s) Requested: Fri. Nov. 29, 2019
Rain Date(s): ____________________________

A. Event Organization

1. Organization’s Name: City of Kenosha

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

3. Organization’s Address: 625 52nd St. City: Kenosha State: WI Zip: 53140

4. Contact Person: Kris Kochman
5. Contact Phone: 262-653-4177 Contact Email: kkochman@kenosha.org

B. Event Location

1. Location (check all that apply):
   ☐ City Street ☐ City-Owned Parcels ☐ City Sidewalk ☐ Water Utility Property ☐ City Park ☐ Airport Property ☐ City-Owned Building Property
   Lot west of the Kenosha Public Museum, Civil War Museum

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

   If yes, what street or avenue will be closed:
   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
   ☐ Fences ☐ Entrances/Exits ☐ Volunteer Check-in ☐ Stages
   ☐ Beer Garden ☐ Staging Areas ☐ Vendor locations ☐ Routes & Traffic Lanes (including barricades)
   ☐ Trash Containers ☐ Portable Toilets ☐ Temporary Structures (tents, trailers, etc.)
C. Event Operation Plan & Details (C.1. for one day events or C.2. for multiple day events.

1. One day events:
Set-up Date: WEd. Nov. 27, 2019
Set-up Time: 8 a.m. (please indicate a.m. or p.m.)
Event Start Date: Fri. Nov. 29, 2019
Event Start Time: 4 p.m.
Event End Date: Fri. Nov. 29, 2019
Event End Time: 5 p.m.
Tear-down Date: Mon. Dec. 2, 2019
Departure Time: 6 p.m.

2. Multiple day events: (please attach additional pages for events more than 3 days)

<table>
<thead>
<tr>
<th>SET-UP DATE</th>
<th>DAY 1 EVENT DATE</th>
<th>DAY 2 EVENT DATE</th>
<th>DAY 3 EVENT DATE</th>
<th>TEAR-DOWN DATE</th>
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<tr>
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<table>
<thead>
<tr>
<th>SET-UP TIME</th>
<th>DAY 1 START &amp; END TIMES</th>
<th>DAY 2 START &amp; END TIMES</th>
<th>DAY 3 START &amp; END TIMES</th>
<th>TEAR-DOWN TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

3. Estimated Number of Attendees Per Day: 2,500

4. Event Description (provide a brief description of your event; attach additional pages if needed):
   Entertainment leading up to the City tree lighting

5. Indicate if the event will have any of the following (check all that apply):
   □ Food Vendors   □ Camping   □ Merchandise Vendors   □ Artwork Displays/Sales
   □ Animal Rides   □ Petting Zoo □ Rides   □ Announcements/Speeches
   □ Fireworks*     □ Bonfire*   □ Pyrotechnic Devices* □ Horse Drawn Vehicles**
   □ Carnival      □ Circus      □ Games   □ Public Entertainment
   ☑ Band  ■ DJ  ● Theatre
   *You must contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 to obtain the Open Burning/Fireworks Permit a minimum of fourteen (14) business days before the event.
   **You must be in compliance with Chapter 14.025 C & D of the Code of General Ordinances.

D. Beer/Wine

1. Will your event have beer and/or wine? □ Yes  ☑ No (If no, skip to section E.)

2. Beer/Wine Sales: Please specify, for each day of sale, the start times and the end times when beer/wine will be sold. Please attach additional sheet(s) if needed.
   Please Note: If your event is in a Park, all beer/wine sales after 10 p.m. must get approval from the Board of Park Commission.

3. Name of organization applying for the Temporary Class “B” Retailer’s License:
   (If multiple days, complete the each section as needed. Please indicate if more than 3 days.)

   Day 1 of Sale: ____________________________
   Sales Start Time: ___________ (indicate AM or PM)   Sales End Time: ___________ (indicate AM or PM)
Day 2 of Sale: __________________________

Sales Start Time: _________ (indicate AM or PM)   Sales End Time: _________ (indicate AM or PM)

Day 3 of Sale: __________________________

Sales Start Time: _________ (indicate AM or PM)   Sales End Time: _________ (indicate AM or PM)

You must contact the City Clerk-Treasurer’s office at 262-653-4020 or by emailing cityclerk@kenosha.org at a minimum of thirty (30) days prior to your event to obtain a Temporary Class “B”/“Class B” Retailer’s License.

E. **Food/Merchandise**

1. Do you plan to provide food at your event?  
   [ ] Yes  
   [x] No

   You must contact the Kenosha County Health Department at 262-605-6700 or by emailing Mark Melotik at mark.melotik@kenoshacounty.org or Brad Wozniak at brad.wozniak@kenoshacounty.org for information on the safe handling of food and beverages.

   You must also 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. Do you plan to have vendors selling merchandise at your event?  
   [ ] Yes  
   [ ] No

   - You must complete the Vendor List found in the Special Event Guideline if you have vendors and turn in 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  [x] No  
   Water  [ ] Yes  [x] 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.

   To assist you with your event, the Parks Division has some equipment available for rent to your organization. If you plan to rent equipment from the Parks Division, please fill out this section (supplies are limited and granted upon availability).

2. Will the event require any of the following City-provided rental equipment (check all that apply)?

   - Bleachers  [ ] # requested _____  Benches  [x] # requested 50
   - Barricades  [ ] # requested _____  Picnic Tables  [ ] # requested _____
   - Trash Containers  [x] # requested _____  Traffic Cones  [ ] # requested _____
   - Recycling Containers  [ ] # requested _____  Traffic Signs  [ ] # requested _____
   - Reviewing Stands  [ ] # requested _____  Podium
   - New Snowmobile  [x]
   - Generator (only with new Snowmobile)  [x]
   - Fencing

   How many 50 foot sections of snow fencing? _____  How many 6 foot sections of white plastic portable fencing? _____

G. **Temporary Structures**

1. Will the event have any temporary structures?  
   [ ] Yes  [x] No (if no, skip to section G.)

   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. What type of temporary structures will be at the event (check all that apply)?
   - [ ] Tents (larger than 10x10 pop up)
   - [ ] Inflatables
   - [ ] Staging
   - [ ] Trailers
   - [ ] Dunk Tank

   - [ ] Other (Please Explain): ____________________________

   You must contact the Fire Prevention Bureau at 262-653-4410 or 262-653-4109 for information on necessary permits for the event. This must be done a minimum of fourteen (14) business days prior to the event in order to coordinate inspections the day(s) of the event.

4. I understand that if I have any temporary structures, I must call Digger's Hotline no later than three (3) business days prior to the event. [ ] Yes  [ ] No


***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, depending on facts and circumstances specific to each event, shall have the discretion to modify the required security plan as they deem necessary. The Kenosha Police and Fire Departments may also recommend denial of the Special Event Permit if the security plan is inadequate.

1. Briefly describe security measures: City staff will be on site

2. Do you plan to have private security?  [ ] Yes  [ ] No

   Private Security Company Name: ____________________________ Phone #: ____________________________

3. Will you be using City of Kenosha Police personnel? (If yes, contact Kenosha Police: 262-605-5212)  [ ] Yes  [ ] No

4. 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: Kris Kochman

   Head of Security's Phone Number: 262-358-3359

   First M.I. Last

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.

☐ Attached ☐ To 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 and filed as a condition of approval.

- I understand the filing of this application does not ensure the issuance of this license.
- 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: Kris Kochman
Signature: [Signature]
Date: 8-26-19

INDEMNITY AND HOLD HARMLESS AGREEMENT

SPECIAL EVENT APPLICATION
CITY ORDINANCE CHAPTER 12.06

Kris Kochman
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.

Kris Kochman 8-26-19

Please sign, date and return the completed application to:
City of Kenosha Administration
625 - 52nd Street
Room 300
Kenosha, WI 53140
RESOLUTION NO. __________

BY: FINANCE COMMITTEE

TO LEVY SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY BASED UPON FINAL CONSTRUCTION COSTS RESPECTING IMPROVEMENTS IN STREET RIGHT-OF-WAY (sidewalks and/or driveway approaches)

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-right-of-way consisting of construction of sidewalks and/or driveway approaches for Project #18-1021 60th Street Reconstruction (60th Street – Green Bay Road to 60th Avenue) in the total amount of $9,356.00, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 127-18 authorizing such improvements in the street right-of-way.

Adopted this 7th day of October, 2019.

APPROVED: DATE:

_______________________________
John M. Antaramian, Mayor

ATTEST:

_______________________________
Debra L. Salas, City Clerk/Treasurer
SPECIAL ASSESSMENT PRELIMINARY RESOLUTION SIDEWALK FOR PROJECT: 18-121

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT 650.000 $5,644.50
03-122-03-125-024-0

PROPERTY ADDRESS
WILLIAM A & SANDRA L ANDERSON
6101 060 ST

MAIL TO ADDRESS
WILLIAM A & SANDRA L ANDERSON
6101 60TH ST
KENOSHA, WI 53142

LEGAL DESCRIPTION
PT OF LOT 1 CSM#1978 DOC#1062134

PARCEL NUMBER LOT 425.000 $3,711.50
03-122-03-125-034-0

PROPERTY ADDRESS
THOMAS P POWERS
6107 060 ST

MAIL TO ADDRESS
THOMAS P POWERS
6107 60TH ST
KENOSHA, WI 53144

LEGAL DESCRIPTION
PT NE 1/4 SEC 3 T1 R22 BEG AT SW LN CSM & IT'S EXTENSION 374 TH 61 FT TO W LN LOT 1 CSM TH .07 FT TH E 19 FT TH S 194.03 FT N LOT 3 TH W 80 FT TO POB (2000 3-122-03-125-033 & PT -023 & PT - .60 AC)

STREET TOTAL 1,075.00 $9,356.00

GRAND TOTALS PARCELS 2 FOOTAGE 1,075.000 TOTAL COST $9,356.00
RESOLUTION NO. _________

BY: FINANCE COMMITTEE

TO LEVY SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY BASED UPON FINAL CONSTRUCTION COSTS RESPECTING IMPROVEMENTS IN STREET RIGHT-OF-WAY (sidewalks)

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks for Project #18-1029 22nd Avenue Reconstruction (22nd Avenue – 60th Street to 50th Street) in the total amount of $32,402.70, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 82-18 authorizing such improvements in the street right-of-way.

Adopted this 7th day of October, 2019.

APPROVED: ___________________________ DATE: ___________________________

John M. Antaramian, Mayor

ATTEST:

______________________________
Debra L. Salas, City Clerk/Treasurer
SPECIAL ASSESSMENT PRELIMINARY RESOLUTION SIDEWALK FOR PROJECT: 18-129

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<th>Assessed S.F./L.n.</th>
<th>Total Assessment</th>
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<td>125.000</td>
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<td>NUMBER OF SQUARES</td>
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PROPERTY ADDRESS
JANICE HALVORSEN LIVING TRUST DTD
5044 022 AV

MAIL TO ADDRESS
JANICE M HALVORSEN
4417 WOOD RD
RACINE, WI 53403

LEGAL DESCRIPTION
LOT 9 BLK 6 NEWELL-HOYT SUB
PT OF NE 1/4 SEC 36 T 2 R22
V 1376 P 532
V 1464 P 668
DOC #1402953
DOC #1405391
DOC #1579691

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PROPERTY ADDRESS
FILIBERTO F COVELLI
5036 022 AV

MAIL TO ADDRESS
FILIBERTO F COVELLI
865 22ND AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 8 B 6 NEWELL-HOYT SUB
PT OF NE 1/4 SEC 36 T R22
V 1693 P 204
DOC #981438
DOC #1026620

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PROPERTY ADDRESS
FILIBERTO F COVELLI
5030 022 AV

MAIL TO ADDRESS
FILIBERTO F COVELLI
865 22ND AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 7 B 6 NEWELL-HOYT SUB
BEING PT OF NE 1/4 SEC 36 T 2 R 22
V 1692 P 479
DOC #981439
DOC #1052092
PARCEL NUMBER   LOT 122.000   $900.60
09-222-36-176-015-0

PROPERTY ADDRESS
TAMMI LYN GRIBBLE
5026 022 AV

MAIL TO ADDRESS
TAMMI LYN GRIBBLE
6925 SHERIDAN RD
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 6 BLK 6 NEWELL-HOYT SUB
PT OF NE 1/4 SEC 36 T 2 R22
DOC#1613746
DOC#1622395
DOC#1650076

PARCEL NUMBER   LOT 121.000   $893.05
09-222-36-176-017-0

PROPERTY ADDRESS
ALICIA M SALDANA
5016 022 AV

MAIL TO ADDRESS
ALICIA M SALDANA
5016 22ND AVE
KENOSHA, WI 53140-5923

LEGAL DESCRIPTION
LOT 4 BLK 6 NEWELL-HOYT SUB
BEING PT OF NE 1/4 SEC 36 T 2 R 22
DOC#1073924
DOC#1033735
DOC#1131099

PARCEL NUMBER   LOT 104.000   $767.45
09-222-36-176-016-0

PROPERTY ADDRESS
ROBERT D KLEMP & JEANNE D HOVEY
5020 022 AV

MAIL TO ADDRESS
ROBERT D KLEMP
JEANNE D HOVEY
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 5 BLK 6 NEWELL-HOYT SUB
PT OF NE 1/4 SEC 36 T2 R22
V1565 P 66
DOC#1006422
DOC#1033735
DOC#1131099
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<td>$2,372.50</td>
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**PROPERTY ADDRESS**

**THORNTON PROPERTY GROUP LLC**

5010 022 AV

KENOSHA, WI 53142

**MAIL TO ADDRESS**

THORNTON PROPERTY GROUP LLC

6634 88TH AVE

KENOSHA, WI 53142

**LEGAL DESCRIPTION**

LOT 3 BLK 6 NEWELL-HOYT SUB

PT OF NE 1/4 SEC 36 T 2 R22

V 1659 P 839

DOC #1259914

DOC #1422170

DOC #1585676

DOC #1594654

**PROPERTY ADDRESS**

**JAMES J MENTINK REVOC TRUST**

5006 022 AV

PLEASANT PRAIRIE, WI 53158

**LEGAL DESCRIPTION**

LOT 2 BLK 6 NEWELL-HOYT SUB PT OF

/4 SEC 36 T 2 R22 DOC#1416604 DO 605 DOC#1796546

**PROPERTY ADDRESS**

**CONSTANCE VERLEN INVESTMENTS LLC**

5002 022 AV

KENOSHA, WI 53140

**LEGAL DESCRIPTION**

LOT 1 BLK 6 NEWELL-HOYT SUB

PT OF NE 1/4 SEC 36 T2 R 22

DOC#1190985

DOC#1294427

DOC#1410630

DOC#1463135

DOC#1568867
PARCEL NUMBER          LOT       175.000       $1,277.50
09-222-36-183-001-0

PROPERTY ADDRESS
ST ANTHONYS CONGREGATION
5106 022 AV

MAIL TO ADDRESS
ST ANTHONYS CONGREGATION
5106 22ND AVE
KENOSHA, WI 53140-5925

LEGAL DESCRIPTION
B 1 NEWELL-HOYT SUB BEING PT
OF NE 1/4 SEC 36 T 2 R 22 ALSO
N 1/2 OF A 16 FT ALLEY ON S
VACATED BY ORD 13 1948

PARCEL NUMBER          LOT       175.000       $1,277.50
09-222-36-183-001-0

PROPERTY ADDRESS
ST ANTHONYS CONGREGATION
5106 22ND AVE
KENOSHA, WI 53140-5925

LEGAL DESCRIPTION
B 1 NEWELL-HOYT SUB BEING PT
OF NE 1/4 SEC 36 T 2 R 22 ALSO
N 1/2 OF A 16 FT ALLEY ON S
VACATED BY ORD 13 1948
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**Property Address:**

**City of Kenosha**

**Mail to Address:**

**Kenosha Housing Authority**

**Kenosha, WI 53140**

**Legal Description:**

**Com 50 ft W of 22nd Av & on N Line of 57th St TH W 100 ft N 106 ft to RR NE'LY 42 ft E 65 ft S 130 ft to Beg Pt of SE 1/4 Sec 36 T 2 R 22**

**Doc#1022891**

**Property Address:**

**Timothy S & Vicki J Hebert**

**4923 022 Av**

**Mail to Address:**

**Timothy S & Vicki J Hebert**

**4923 22nd Ave**

**Kenosha, WI 53140**

**Legal Description:**

**7428 Lot 11 & 12 B 17 2nd Rice Park Add Being Pt of NW 1/4 Sec 31 T 2 R 23 97-540, 536-410, 576-52, 1126-444, 1262-673, 1266-356**

**Doc#1150744**

**Doc#1150746**

**Doc#1150751**

**Doc#1150752**

**Doc#1150756**

**Doc#1150758**

**Doc#1150760**

**Doc#1150762**

**Doc#1150765**

**Doc#1150767**

**Doc#1150768**

**Doc#1150769**

**Doc#1150770**

**Doc#1150771**

**Doc#1150772**

**Doc#1150773**

**Doc#1150775**
PARCEL NUMBER         LOT    111.000       $810.30
12-223-31-254-007-0  4" CONC R-R  111.00SF @ $7.30 =  $810.30
NUMBER OF SQUARES 4.5

PROPERTY ADDRESS
WHITE DOG 5 LLC
5017 022 AV

MAIL TO ADDRESS
WHITE DOG 5 LLC
2031 JOHNS DR
GLENVIEW, IL 60025

LEGAL DESCRIPTION
LOT 6 BLK 12 2ND RICE PARK ADD
BEING PT NW 1/4 SEC 31 T2 R 23
ALSO PT W 1/2 VACATED ALLEY RES
#144-00 DOC#1200666
(2001 LOT LINE ADJUSTMENT)
DOC#1338302
DOC#1483699
DOC#1575287
DOC#1589638
DOC#1619622
DOC#1753081
DOC#1757203
DOC#1771921

PARCEL NUMBER         LOT    45.000       $328.50
12-223-31-254-010-0  4" CONC R-R  45.00SF @ $7.30 =  $328.50
NUMBER OF SQUARES 2

PROPERTY ADDRESS
MARK D & NANCY A HOLIHAN
5033 022 AV

MAIL TO ADDRESS
MARK D & NANCY A HOLIHAN
31 N GRACE AVE
PARKRIDGE, IL 60068

LEGAL DESCRIPTION
LOT 9 BLK 12 2ND RICE PARK ADD
PT OF NW 1/4 SEC 31 T2 R 23
ALSO PT W 1/2 VACATED ALLEY RES
#144-00 DOC#1200666
(2001 LOT LINE ADJUSTMENT)
V 1474 P 696
DOC#1083840
DOC#1415077
DOC#1517801
DOC#1563831
<table>
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<tr>
<th>Parcel Number</th>
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<th>Sales Price</th>
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<tbody>
<tr>
<td>12-223-31-254-011-0</td>
<td>155.000</td>
<td>$1,131.50</td>
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<tr>
<td>12-223-31-255-002-0</td>
<td>115.000</td>
<td>$839.50</td>
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</tr>
<tr>
<td>12-223-31-255-005-0</td>
<td>243.000</td>
<td>$1,784.90</td>
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<tr>
<td>12-223-31-255-006-0</td>
<td>50.000</td>
<td>$365.00</td>
<td></td>
</tr>
</tbody>
</table>

**Property Address:**

- **PERRY L WILLIAMS JR**
  - 5037 22ND AV
  - **Legal Description:**
    - Lot 10 Blk 12 2nd Rice Park Add
    - Pt of NW 1/4 Sec 31 T 2 R 23
    - Doc #993008
    - Doc#1186453
    - Doc#1684304
    - Doc#1695418
    - Doc#1710494
    - Doc#1710719
    - Doc#1759460

- **EUGENE M METTEN METTEN TRUST**
  - 5107 22ND AV
  - **Legal Description:**
    - Lot 2 Blk 11 2nd Rice Park Add PT
    - W 1/4 Sec 31 T 2 R 23
    - Doc#1098321

- **JUANA ENCARNACION HERNANDEZ**
  - 5121 22ND AV
  - **Legal Description:**
    - Lot 5 Blk 11 2nd Rice Park Add PT
    - W 1/4 Sec 31 T 2 R 23
    - Doc#1180103

- **TIMOTHY & BILLIE COWART**
  - 5129 22ND AV
  - **Legal Description:**
    - Lot 6 Blk 11 2nd Rice Park Add PT
    - W 1/4 Sec 31 T 2 R 23
    - V 945 P 824
    - Doc#1394826
    - Doc#1782039
    - Doc#1845654
PARCEL NUMBER          LOT             50.000                     $365.00
12-223-31-330-005-0

PROPERTY ADDRESS
AMIT KAPUR
5301 022 AV

MAIL TO ADDRESS
AMIT KAPUR
1300 N CLEVELAND AVE
CHICAGO, IL 60610-1718

LEGAL DESCRIPTION
N 74 FT OF W 50 FT OF LOT 4
SEC 31 T 2 R 23
DOC #976028
DOC#1184331
DOC#1413444
DOC#1549875

---------

PARCEL NUMBER         LOT             25.000                     $182.50
12-223-31-330-006-0

PROPERTY ADDRESS
WESTOSHA PROPERTIES LLC
5311 022 AV

MAIL TO ADDRESS
WESTOSHA PROPERTIES LLC
6634 88TH AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
S 50 FT OF W 50 FT OF LOT 4
BLK 4 BAIN'S SUB OF PT OF
SW 1/4 SEC 31 T 2 R 23
V 1654 P688
DOC #989444
DOC#1058461
DOC#1261186
DOC#1267836 DEED IN ERROR
DOC#1364776 CORRECTION
DOC#1402175
DOC#1415098
DOC#1421415 DEED IN ERROR
DOC#1422178 CORRECTION
DOC#1696050
DOC#1698347

---------

PARCEL NUMBER          LOT             25.000                     $182.50
12-223-31-330-007-0

PROPERTY ADDRESS
RONALD J KOZMER & TRACY A CZARNECK
2120 054 ST

MAIL TO ADDRESS
RONALD J KOZMER
TRACY A CZARNECKI-KOZMER
KENOSHA, WI 53140

LEGAL DESCRIPTION
W 50 FT OF LOT 5 BLK 4 BAIN'S
SUB BEING PT OF SW 1/4 SEC 31
T 2 R 23
DOC#1086428
DOC#1373534
<table>
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<tr>
<td>12-223-31-334-020-0</td>
<td>460.000</td>
<td>$3,358.00</td>
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<tr>
<td>12-223-31-352-051-0</td>
<td>117.000</td>
<td>$883.35</td>
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<tr>
<td>12-223-31-354-011-0</td>
<td>84.000</td>
<td>$613.20</td>
<td></td>
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</tbody>
</table>

**Property Address:**
- VMC Lofts LLC
- 2122 056 ST
- Kenosha, WI 53142

**Legal Description:**
- 4" Conc R-R 460.00SF @ $7.30 = $3358.00
- Number of Squares 18

**Mail to Address:**
- VMC Lofts LLC
- 4011 80TH ST
- Kenosha, WI 53142

---

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Lot</th>
<th>Square Feet</th>
<th>Price</th>
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<tbody>
<tr>
<td>12-223-31-354-011-0</td>
<td>84.000</td>
<td>$613.20</td>
<td></td>
</tr>
</tbody>
</table>

**Property Address:**
- John C Ekornaaas Revocable Trust DT
- 5605 022 AV

**Legal Description:**
- 4" Conc R-R 84.00SF @ $7.30 = $613.20
- Number of Squares 3

**Mail to Address:**
- John C Ekornaaas
- Revocable Trust
- Kenosha, WI 53140-3828

---

- 4" Conc R-R 460.00SF @ $7.30 = $3358.00
- Number of Squares 18

**Legal Description:**
- Pt of SW 1/4 Sec 31 T 2 R 23 Comm NW
- Of SW 1/4 Th S 1566.70 Ft to 56Th E 92.00 Ft to Pob Th N 45.16 Ft Th Alg Curve 456.90 Ft to A Pt ON W L 3 Blk 4 Fisks Addn Th N ** to A Sely 294.88 Ft to A Pt Th SWLY Alg & Rr Row 697.73 Ft to N Row Ln 56 Th W to Pob V 987 P 366 Doc#12415 #1238608 Doc#1500723 Doc#1516632 D 1199 1.00 Ac (2019 Comh 12-22 52-050 & -334-022 INTO 12-223-31-3)
<table>
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<tr>
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<td>131.000</td>
<td>$964.55</td>
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<tr>
<td></td>
<td>4&quot; CONC R-R</td>
<td>98.00SF @ $7.30 = $715.40</td>
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</tr>
<tr>
<td></td>
<td>6&quot; CONC R-R</td>
<td>33.00SF @ $7.55 = $249.15</td>
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<td>NUMBER OF SQUARES 5</td>
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<td>JOHN C EKORNAAS REVOCABLE TRUST DT</td>
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<td>5615 022 AV</td>
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<td></td>
<td>MAIL TO ADDRESS</td>
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<tr>
<td></td>
<td>JOHN C EKORNAAS REVOCABLE TRUST</td>
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<tr>
<td></td>
<td>105.43 FT N OF N LINE 57TH ST TH E 86 FT N 57 FT W 86 FT S 57 FT TO BEG BEING PT OF SW 1/4 SEC 31 T 2 R 23 V 1678 P565 DOC#1043214 DOC#1270852 DOC#1523171 DOC#1668825</td>
<td></td>
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<td></td>
<td>LEGAL DESCRIPTION</td>
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<table>
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<tr>
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<td>75.000</td>
<td>$547.50</td>
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<tr>
<td></td>
<td>4&quot; CONC R-R</td>
<td>75.00SF @ $7.30 = $547.50</td>
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<tr>
<td></td>
<td>NUMBER OF SQUARES 3</td>
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<tr>
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<td>JOHN C EKORNAAS REVOCABLE TRUST</td>
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<tr>
<td></td>
<td>5621 22ND AVE</td>
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<td>JOHN C EKORNAAS REVOCABLE TRUST</td>
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<tr>
<td></td>
<td>1726 057 ST</td>
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<td>125.000</td>
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<td></td>
<td>4&quot; CONC R-R</td>
<td>87.00SF @ $7.30 = $635.10</td>
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<td></td>
<td>6&quot; CONC R-R</td>
<td>38.00SF @ $7.55 = $286.90</td>
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<td>NUMBER OF SQUARES 5</td>
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<tr>
<td></td>
<td>THORNTON PROPERTY GROUP LLC</td>
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<td>5087 022 AV</td>
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<td>THORNTON PROPERTY GROUP LLC</td>
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<td>6634 88TH AVE</td>
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11
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<tr>
<th>Parcel Number</th>
<th>Lot</th>
<th>Square Feet</th>
<th>Cost</th>
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<tr>
<td>12-223-31-355-011-0</td>
<td>25,000</td>
<td>$182.50</td>
<td>4&quot; Conc R-R 25.00SF @ $7.30 = $182.50</td>
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<td>12-223-31-355-044-0</td>
<td>125,000</td>
<td>$912.50</td>
<td>4&quot; Conc R-R 125.00SF @ $7.30 = $912.50</td>
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<td>12-223-31-501-018-0</td>
<td>155,000</td>
<td>$1,131.50</td>
<td>4&quot; Conc R-R 155.00SF @ $7.30 = $1131.50</td>
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**Street Total**: 4,419.00 $32,402.70

**Grand Totals**: Parcels 35 Footage 4,419.000 Total Cost $32,402.70
September 25, 2019

To: Mitchell Pedersen, Chairperson  
Public Works Committee

From: Brian Cater, PE
Deputy Director of Public Works/City Engineer

Subject: Project 19-1217 HVAC Installation at Street Division Sign Barn

Cc: Alderperson Jack Rose, District 15

BACKGROUND INFORMATION

The Street Division Sign Barn is in need of new HVAC installation due to the current system failing. Installation includes three 100,000 BTU unit heaters, a 10-ton roof top unit with economizer and removal of existing roof top unit. The quote received to install is for an amount not to exceed $16,600.

Since the work will be under $25,000, per Wisconsin State Statutes Section 62.15, this work is not required to be bid and can be authorized to be completed by the Board of Public Works with a one week publication of a Class I notice.

RECOMMENDATION

Authorize staff to publish a Class I notice under Chapter 985 of the Wisconsin State Statutes to Kenosha Heating & Cooling, LLC for the installation of HVAC at a cost not to exceed $16,600.

BC/kjb
September 24, 2019

To: Mitchell Pedersen, Chairperson, Public Works Committee
    Eric Haugaard, Chairperson, Parks Commission

From: Brian Cater, PE
      Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 18-1251 Harbor Wall Improvements

Location: Harbor Area North of 54th Street

Please be advised that the above referenced project has been satisfactorily completed by Michels Corp., New Berlin, Wisconsin. This project base bid consisted of removal & replacement of channel cap (north side), removal of welded pipe cleats (north side), removal of pump-out station, removal of bollards & pedestal (north side), removal of timber fender & brackets (both sides), and removal & replacement of ladders. Alternate 1 and 2 were all done on west side of the Yacht Club and consisted of removal of wooden racks & rub strakes, removal of electric boxes, conduit and wiring, removal of pipe cleats welded to channel cap, removal of wood timber fenders and mounting brackets, removal and replacement of concrete pavement, installation of new wiring facilities, power pedestals, cleats welded to channel cap, storm outfall repairs (underwater) and bollard installation.

It is recommended that the project be accepted in the final amount of $413,706.95. Original contract amount was $365,318 plus $54,707 for contingency for a total of $420,025. Funding was from CIP Line TI-18-003.
September 23, 2019

To: Mitchell Pedersen, Chairperson
   Public Works Committee

From: Brian Cater, PE
      Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 18-1252 Harbor Reconfiguration Phase I

Location: Kenosha Harbor

Please be advised that the above referenced project has been satisfactorily completed by Michels Corp., New Berlin, Wisconsin. This project consisted of dredging approximately 14,000 CY of sediment from the mouth of the Kenosha Harbor, transporting and placing the material below the water level from the rock revetment shoreline extending no more than 75 feet into Lake Michigan from approximately 68th Place to 75th Street. The harbor mouth depth will be 18’ from the safe chart elevation 585 (assumed water surface elevation).

It is recommended that the project be accepted in the final amount of $568,734.70. Original contract amount was $498,000 plus $74,700 in contingency for a total award amount of $572,700. Funding was from CIP Line TI-18-003.
September 23, 2019

To: Mitchell Pedersen, Chairperson, Public Works Committee
   Rocco J. LaMacchia, Sr., Chairperson, Public Safety & Welfare Committee

From: Brian Cater, PE
      Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 18-1576 Fire Station 6 Renovations

Location: 2615 14th Place

Please be advised that the above referenced project has been satisfactorily completed by Stuckey Construction Co., Waukegan, Illinois. This project consisted of roof replacement, finish upgrades, and room modifications to the kitchen, dining room, and bunk room, removing the existing glazed brick around the hose tower and replacing with clay brick.

It is recommended that the project be accepted in the final amount of $148,737.24. Original contract amount was $135,400.00 plus $20,300 for contingency for a total of $155,700. Funding was from CIP Line FI-09-006.
September 23, 2019

To:         Mitchell Pedersen, Chairperson
            Public Works Committee

From:       Brian Cater, PE
            Deputy Director of Public Works/City Engineer

Subject:    Acceptance of Project 19-1250 Harbor Mooring Bollards

Location:   North and South Walls of the Harbor

Please be advised that the above referenced project has been satisfactorily completed by McMullen & Pitz Construction Co., Manitowoc, Wisconsin. This project consisted of removal of existing mooring bollards, and installation of new H-pile supported mooring bollards.

It is recommended that the project be accepted in the final amount of $655,484. Original contract amount was $614,700 plus $91,800 for contingency for a total of $706,500. Funding was from CIP Line TI-18-003.
## Public Works Department
### CIP Awarded Project Status Report
#### September 26, 2019

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Name</th>
<th>Contractor</th>
<th>Estimated Completion</th>
<th>Current Traffic Restrictions</th>
<th>Current Status</th>
<th>Upcoming Work</th>
<th>City Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>1023 104th Avenue: 52nd Street (STH 158) to 60th St (CTH K)</td>
<td>Cornerstone Pavers, LLC</td>
<td>July 2019</td>
<td>None.</td>
<td>Project Completed.</td>
<td>Contract Close-Out Documentation.</td>
<td>Greg B.</td>
</tr>
<tr>
<td>18</td>
<td>1021 60th Street: Green Bay Rd to 60th Avenue - Segment 1</td>
<td>J.A. Pohl, Inc.</td>
<td>May 2019</td>
<td>None</td>
<td>Project Completed.</td>
<td>Contract Close Out Documents</td>
<td>James</td>
</tr>
<tr>
<td>19</td>
<td>1029 22nd Ave: N. 60th St to 50th St - Segment 1</td>
<td>Stark Pavement Corp.</td>
<td>June 2019</td>
<td>None.</td>
<td>Installation of Fire Station #1 Emergency Pre-Emploiment.</td>
<td>Waiting on delivery of poles and signals. Delivery anticipated end of October. Once materials are delivered 2-3 weeks to complete.</td>
<td>James</td>
</tr>
<tr>
<td>19</td>
<td>1014 Concrete Street and Joint Repair (2019)</td>
<td>RAZA, Inc.</td>
<td>August 2019</td>
<td>None.</td>
<td>Concrete pavement patching completed along 39th Avenue from 15th Street to 12th Street.</td>
<td>Punch list items to be completed week of September 30th.</td>
<td>James</td>
</tr>
<tr>
<td>19</td>
<td>1021 60th Street: 60th Avenue to 55th Avenue - Segment 2</td>
<td>Cornerstone Pavers, LLC</td>
<td>October 2019</td>
<td>Two-Way traffic to be maintained. Lanes shifted as needed to complete work. Concrete pavement, curb &amp; gutter, driveways, and sidewalks completed. Street lights installed. Landscape restoration on-going.</td>
<td>Project awarded at September 16, 2019 Common Council Meeting.</td>
<td>Preconstruction coordination with contractor. Preconstruction meeting in early October</td>
<td>Tony</td>
</tr>
<tr>
<td>19</td>
<td>1027 Pavement Markings (2019), Phase I</td>
<td>Century Fence Co.</td>
<td>August 2019</td>
<td>Lane closures as needed.</td>
<td>Work completed with exception of minor punch list items.</td>
<td>Complete Punch List items in conjunction with Phase II work.</td>
<td>Tony</td>
</tr>
<tr>
<td>19</td>
<td>1032 Madison Road: 18th Avenue to 19th Avenue - Segment 2</td>
<td>A.W. Oakes &amp; Sons</td>
<td>November 2019</td>
<td>Roadway closed to through traffic. During concrete paving, roadway closed to ALL traffic.</td>
<td>Preparation work for storm sewer installation on-going. Work started approximately 2 weeks later than anticipated.</td>
<td>Begin storm sewer installation and roadway construction. Per revised schedule, work extends approximately 1 week beyond completion date.</td>
<td>Luke</td>
</tr>
<tr>
<td>20</td>
<td>1015 30th Avenue: 52nd Street to Washington Road</td>
<td>Design Consultant - GRAEF</td>
<td>Bid Late 2020/ Early 2021</td>
<td>TBD</td>
<td>Recommended to Administration to construct in 2021 due to potential for additional food control implementation. Design plans and estimate provided for staff comments.</td>
<td>Review 60% plans and provide comments when submitted.</td>
<td>James</td>
</tr>
<tr>
<td>20</td>
<td>1021 60th Street: 41st Avenue to 38th Avenue - Segment 3</td>
<td>Design Consultant - Clark Dietz</td>
<td>Bid Late 2019/ Early 2020</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
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<tr>
<td>20</td>
<td>1022 22nd Avenue - 75th Street to 65th Street - Segment 3</td>
<td>Design Consultant - Crafton Tille</td>
<td>Bid Late 2019/ Early 2020</td>
<td>TBD</td>
<td>Project Design On-Going. 60% Plans Completed.</td>
<td>Project Design On-Going. 60% Plans Completed.</td>
<td>TBD</td>
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<tr>
<td>20</td>
<td>1030 37th Avenue: Roosevelt Road to 77th Street</td>
<td>In-house Design</td>
<td>Bid in 2020</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
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<tr>
<td>20</td>
<td>1036 28th Avenue: 75th Street to 79th Street</td>
<td>In-house Design</td>
<td>Bid in 2020</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
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<tr>
<td>20</td>
<td>1041 23rd Avenue: 75th Street to 76th Street</td>
<td>In-house Design</td>
<td>Bid in 2020</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>20</td>
<td>1045 47th Avenue: 60th Street to 61st Street</td>
<td>In-house Design</td>
<td>Bid in 2020</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>20</td>
<td>1050 59th Avenue / 15th Street Intersection Rehabilitation</td>
<td>In-house Design</td>
<td>Bid in 2020</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>21</td>
<td>1029 22nd Avenue - 65th Street to 60th Street (Uptown)</td>
<td>Planning Consultant - Kimley Horn</td>
<td>Bid in late 2020/ early 2021</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
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</tbody>
</table>

**Notes:**
- Project Close-Out Documentation.
- TBD: To Be Determined.
<table>
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<tr>
<th>Project Number</th>
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<th>Upcoming Work</th>
<th>City Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>18 1128</td>
<td>Multi-Plate Storm Sewer (Professional Services)</td>
<td>Ruekert &amp; Mielke</td>
<td>Mid to late Summer</td>
<td>None</td>
<td>Performed investigation of pipe to greatest extent possible due to water levels. Inspected from Washington Park to approximately 50th Street.</td>
<td>Consultant to prepare and submit report</td>
<td>Kim</td>
</tr>
<tr>
<td>18 1215</td>
<td>Lakefront Lighting Upgrades</td>
<td>Pro Electric, Inc.</td>
<td>January 2020</td>
<td>None</td>
<td>Temporary lights operational along Harbor Park. Directional drilling of conduit on-going through Harbor Park. Installation of precast concrete bases on-going through Harbor Park.</td>
<td>Temporary lighting will be maintained throughout project duration. Continue with light installation within Harbor Park area. Continue with directional drilling of conduit along project limits.</td>
<td>James</td>
</tr>
<tr>
<td>18 1252</td>
<td>Harbor Dredging</td>
<td>Michels Corp.</td>
<td>July 2019</td>
<td>None</td>
<td>Work Completed.</td>
<td>Project Acceptance on September 30, 2019 Public Works Agenda</td>
<td>Katie</td>
</tr>
<tr>
<td>19 1208</td>
<td>Sidewalk Repair (2019)</td>
<td>A.W. Oakes &amp; Son, Inc.</td>
<td>November 2019</td>
<td>Lane closures as needed to perform work.</td>
<td>Concrete replacement in Area 1 completed. Restoration in Area 1 on-going.</td>
<td>Work to continue in other Areas.</td>
<td>Sonia</td>
</tr>
<tr>
<td>19 1250</td>
<td>Harbor Morey Bollards</td>
<td>McMullen &amp; Pitz</td>
<td>July 2019</td>
<td>None</td>
<td>Work Completed.</td>
<td>Project Acceptance on September 30, 2019 Public Works Agenda</td>
<td>Katie</td>
</tr>
<tr>
<td>16 1421</td>
<td>Simmons Island North Parking Lot and Grading</td>
<td>A.W. Oakes &amp; Son, Inc.</td>
<td>August 2019</td>
<td>None</td>
<td>Playground and parking lot completed and usable. Waiting on electrical service from WE Energies for permanent power to building, lighting, and proposed outdoor outlets.</td>
<td>Perform electrical work once WE Energies electrical service is designed. Anticipate permanent power in December/January timeframe. Current lighting operational temporary power. Monitor growth of native plantings in infiltration basin and dunes restoration.</td>
<td>Katie</td>
</tr>
<tr>
<td>19 1422</td>
<td>Simmons Island Beach House Phase II Renovations</td>
<td>Berglund Construction Company</td>
<td>January 2020</td>
<td>None</td>
<td>Project awarded at September 16, 2019 Common Council Meeting</td>
<td>Preconstruction coordination w/ contractor. Including schedule preconstruction meeting, shop drawing submittals for windows and doors. Stone and brick tuckpointing to begin.</td>
<td>Mike Maki (CDI)</td>
</tr>
<tr>
<td>19 1462</td>
<td>Lighting Detection Alarm System</td>
<td>Thorguard</td>
<td>July 2019</td>
<td>None</td>
<td>Patzke Park alarm installed.</td>
<td>Patzke Park alarm installed.</td>
<td>Tony</td>
</tr>
<tr>
<td>17 1575</td>
<td>Bain School Fire Station Construction</td>
<td>Stuckey Construction</td>
<td>August 2019</td>
<td>None</td>
<td>Fire Department staff occupying building.</td>
<td>Complete any punch list items. Contract close-out.</td>
<td>James</td>
</tr>
</tbody>
</table>