# **HEALTH & RECREATION COMMITTEE**

City of Kaukauna **Council Chambers** Municipal Services Building 144 W. Second Street, Kaukauna



Monday, January 15, 2024 at 6:15 PM

#### **AGENDA**

# **In-Person**

- Correspondence.
- 2. Discussion Topics.
  - a. Permission to enter into an agreement with ARS Productions for Live! from Hydro.
  - b. Special Events Application to Mary Brennan, 12th Annual Alex's Peace 'N Love 5K Walk at Hydro Park on April 27, 2024 from start to 10am.
  - c. Special Events Application to Sarah Wroblewski, Kaukauna Public Library for Touch-a-Truck event at Hydro Park on Wednesday, July 10, 2024 from 10am to 12pm. June 8, 9, 10, 2023.
  - <u>d.</u> Special Events Application to Brad Zuraski, Ghosts in the Grignon at Grignon Park on September 14, 2024 from 7am to 7pm.
- 3. Adjourn.

#### **NOTICES**

Notice is hereby given that a majority of the City Council will be present at the meeting of the Health and Recreation Committee scheduled for Monday, January 15, 2024 at 6:20 P.M. to gather information about a subject over which they have decision making responsibility.

IF REQUESTED THREE (3) DAYS PRIOR TO THE MEETING, A SIGN LANGUAGE INTERPRETER WILL BE MADE AVAILABLE AT NO CHARGE.



# **MEMO**



# **COMMUNITY ENRICHMENT**

To: Health and Recreation Committee

Terri Vosters, Community Enrichment and Recreation Director

From:

Cassidy Mickelson, Community Enrichment Program Manager

Date: January 15, 2024

Live! from Hydro Park Concert Series RFP Re:

After entering negotiations with ARS Productions, LLC and reaching an agreement in expectations, staff is seeking authorization to enter into the attached Service Agreement based on the proposal received for the Live! from Hydro Park Concert Series.



# SERVICE AGREEMENT

This Agreement is between the City of Kaukauna and **ARS Productions, LLC**, ("Service Provider") for the services of Live! at Hydro Park Music Series, ("Project").

In consideration of the mutual agreements herein, the City and the Service Provider agree as follows:

# The City will:

A. The City of Kaukauna will pay the Service Provider for the Project provided as described within the Service Agreement. Such payment shall be full compensation for all services rendered and for all supervision, labor, supplies, materials, equipment and any other incidental costs not to exceed \$40,000. Payments will be made within thirty (30) days of having received the invoice described. To expedite payment of invoices under this Agreement, the invoices should be sent to the following:

City of Kaukauna Community Enrichment Cassidy Mickelson P.O. Box 890 Kaukauna, WI 54130

B. The City will provide a sufficient area/room for the provision of the services described.

# 2. The Service Provider will:

- A. The Service Provider shall provide live music entertainment on Wednesdays from 5:30 PM to 8:30 PM, for 10 consecutive weeks. For 2024, Wednesday, August 14 and one other date will be reserved for an alternative rain day if needed (2 rain dates total).
- B. The Service Provider shall schedule an opening performance each week by Appleton Rock School.
- C. The Service Provider shall implement the planning, logistics, and talent buying.

- D. The Service Provider shall provide sound and lighting production with front and rear truss and a stage (24' x 20' x 38" tall, with stairs).
- E. The Service Provider shall be available onsite to manage concert/stage on the day of event.
- F. The Service Provider shall provide necessary crew members for grounds preparation on day of the event per itinerary/work-flow plan and be available on the day of the event for use at the direction of City Event Lead.
- G. The Service Provider shall set up at approximately 1:00 PM the day of any scheduled event. No special or large equipment that may cause damage or hazards shall be used without prior written permission by the City. No vehicles will be driven unto unpayed areas of the park.
- H. The Service Provider shall submit two invoices itemizing expenses and fees, one upon contract signing (February 1, 2024) and one at the midway point of the season (July 1, 2024) to the City of Kaukauna for work or services provided according to the Service Agreement.
- The Service Provider will provide all materials, equipment, and supplies necessary to perform or provide the services described in the Service Agreement.
- J. The <u>Service Provider and any sub-contractors</u> shall provide proof of current general liability insurance, per the attached "Exhibit A", prior to providing any services.
- K. The Service Provider shall perform the services described in accordance with the standards of care, skill, and judgment which may be expected of professionals who perform similar work.
- L. The Service Provider shall supervise such clean-up as may be reasonably requested by the City of Kaukauna.
- M. At the close of the Service Provider's work, the Service Provider shall remove his or her materials and equipment.
- N. The Service Provider shall provide his or her services in a manner and on a timely basis so as not to cause interference with any of the operations of the City of Kaukauna facility. In the event of a conflict between the schedules of the Service Provider and contractors and employees of the City of Kaukauna, the conflict may be resolved at the discretion of the City of Kaukauna.

- O. The Service Provider shall contact Cassidy Mickelson prior to the Project to coordinate all issues regarding facilities use and ensure that the facilities provided are adequate.
- P. The Service Provider shall determine and declare an event rain cancellation no sooner than 1:00 PM on the date of the scheduled event.

#### 3. Duration

This Agreement will become effective on February 1, 2024, and end no later than September 1, 2026. This Agreement may be cancelled on thirty (30) days written notice of either party.

# 4. Use of City Name

It is understood and agreed that the name of the City of Kaukauna and the municipal location may not be used by the Service Provider or its agents in any promotional materials without prior approval of the City of Kaukauna.

# 5. Independent Contractor

It is understood and agreed that the Service Provider is an independent contractor for the performance of all services described within this Agreement.

# 6. Assignment

This Agreement and interests hereunder are not to be assigned.

# 7. **Liability**

The City represents that it does carry public liability insurance covering the municipal location. The City specifically notes that it has not purchased insurance coverage for the Service Provider or its agents or employees. Nothing contained in this Agreement is intended as a waiver of the City's rights to rely upon the immunities or limitations to liability as may be contained within Wisconsin Statutes 893.80 or other applicable law.

# 8. Wisconsin Law

This Agreement shall be governed by and construed with the laws of the State of Wisconsin.

# 9. Complete Agreement

This Agreement represents the entire listing of the terms between the parties. This Agreement may be modified only in writing by an amendment signed by both parties.

# 10. Endorsement

By endorsing this Agreement, both the Service Provider and the City of Kaukauna indicate that each has the authority to bind to the terms of this Contract.

BY: _			
	City of Kaukauna	Date	
BY:			
υ.	Service Provider		-

# "EXHIBIT A"

# INSURANCE REQUIREMENT FOR CITY OF KAUKAUNA

It is hereby agreed and understood that the insurance required hereunder is <u>primary coverage</u> and that any insurance or self-insurance maintained by the City of Kaukauna, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

Service Provider shall obtain the following insurance and provide to the City a Certificate of Insurance (COI) evidencing compliance with these requirements:

#### **GENERAL LIABILITY COVERAGE**

- 1. Commercial General Liability
  - a. \$1,000,000 general aggregate per project
  - b. \$1,000,000 products completed operations aggregate
  - c. \$1,000,000 personal injury and advertising injury
  - d. \$1,000,000 each occurrence limit
- 2. Claims made form of coverage is not acceptable.
- 3. Insurance must include:
  - a. Premises and Operations Liability
  - Contractual Liability including coverage for the joint negligence of the City of Kaukauna, its officers, Council members, agents, employees, authorized volunteers and the named insured
  - c. Personal injury
  - d. Explosion, collapse, and underground coverage
  - e. Products/Completed Operations
  - f. The general aggregate must apply separately to this project/location

#### 4. Additional Provisions

- a. Additional Insured On the General Liability coverage, Business Automobile coverage, Aircraft Liability and Liquor Liability.
- b. Endorsement The Additional Insured Policy endorsement must accompany the Certificate of Insurance.
- c. Certificates of Insurance A copy of the Certificate of Insurance must be on file with the City of Kaukauna.
- d. Notice City of Kaukauna requires 30-day written notice of cancellation, non-renewal, or material changes in the insurance coverage.
- e. Carriers The insurance coverage required must be provided by an insurance carrier with the "best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.



# SPECIAL EVENT APPLICATION FORM EVENT APPLICATION MUST BE SUBMITTED AT LEAST 30 DAYS IN ADVANCE OF AN EVENT

# **SECTION 1 - APPLICANT INFORMATION**

Information about the person applying to have a special event or applying on behalf of an organization.

Name: Mary Brennan

Date of Birth: \*Event organizers must be at least 18 years old. 05/17/1961

Address: 907 Grignon Street Kaukauna

Phone Number: 920-716-1749

Email Address: mjackbrennan@yahoo.com

# SECTION 2 - ORGANIZATION INFORMATION

Information about the organization having the special event, if applicable.

Organization's Name: Peace And Love For Alex

Organization's Address: 907 Grignon Kaukauna

Organization's Phone Number: 920-716-1749

Organization's Email Address or Website: www.peaceandloveforalexin

Applicant's Relationship to Organization: President

# SECTION 3 - EVENT INFORMATION

Name of Event: 12th Annual Alex's Peace 'N Love 5K W

Event Location: Hydro Park

Event Date: \*If a multi-day event, please list all days. 04/27/24

Event Start Time - End Time: 10:00 a.m.

Security Contact Name and Phone Number: \*The name and contact information of the individual who emergency responders may contact in case of an emergency during the event.

Dennis Besaw 920-716-2887

Total Anticipated Attendance for Event: Additional Event Information (Purpose, Activity, Who Can Participate, whether this is a First-Time event, etc.):

400-500

SECTION 4 - APPLICANT CHECKLIST

Applicant is responsible for contacting all necessary City departments and for obtaining all required reservations, permits, licenses, and variances. \*Please note that some permits require Common Council or committee approval and may take up to two weeks to be considered and approved.

# General Information:

	1.	Will food be prepared and/or served at the event?	YES 🗸	NO	
		Will there be a band or amplified music/noise?	YES	NO 🔽	
	3.	Will there be portable restrooms?	YES	NO 🗸	
	4. Do you have proper insurance for your event and have you provided it to th *Insurance coverage is required for all events held in the City and a certifica insurance must be provided to the City if your event involves more than 250			ate of	
		attendees.	YES 🗸	NO	
Fire Department Information: (920) 766-6320					
	1.	Will the event be held indoors?	YES	NO 🗸	
	2.	Will a tent or temporary structure be erected?	YES 🗸	NO 🗌	
	3.	Will there be a tent larger than 200 SF?	YES 🗸	NO 🗌	
	4.	Will fireworks/pyrotechnics be used during the event?	YES	NO 🗸	

Street and Parks Department: (920) 766-6337					
	1.	Are you requiring street closure for the event?	YES	NO 🗸	
	2.	Are you providing your own barricades?	YES	NO 🗸	
	3.	Did you include a map of the event location/route?	YES 🔽	NO 🗍	
	4.	For park events, have you reserved the park?	YES	NO 🔽	
	5.	Will there be rides at the event?	YES	NO 🔽	
Poli	ce	Department: (920) 766-6333			
	1.	Do you have a plan for medical emergencies?	YES 🗸	NO	
:	2.	Is security needed for the event?	YES	NO 🔽	
3	3.	Will the event need any parking restrictions?	YES	NO 🗸	
City	City Clerk's Office: (920) 766-6300				
1	۱.	Will alcoholic beverages be served/sold?	YES	NO 🔽	
Section 5 – Insurance Requirements Insurance coverage will be required for every special event held in the City. Event organizers					

must provide the City with a Certificate of Insurance if the event involves more than 250 people, you request a street closure, or you are bringing additional items/structures into the public premises. Proof of coverage MUST include naming the City of Kaukauna as an additional insured party. The amount and type of insurance coverage varies, although \$1 million -\$2 million is a typical level.

# General Liability Coverage:

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- 1. Commercial General Liability
  - a. \$1,000,000 general aggregate per project
  - b. \$1,000,000 products completed operations aggregate
  - c. \$1,000,000 personal injury and advertising injury
  - d. \$1,000,000 each occurrence limit
- 2. Claims made form of coverage is not acceptable.

- Insurance must include:
  - a. Premises and Operations Liability
  - b. Contractual Liability including coverage for the joint negligence of the City of Kaukauna, its officers, Council members, agents, employees, authorized volunteers and the named insured
  - c. Personal injury
  - d. Explosion, collapse, and underground coverage
  - e. Products/Completed Operations
  - f. The general aggregate must apply separately to this project/location
- 4. Additional Provisions
  - a. Additional Insured On the General Liability coverage, Business Automobile coverage, Aircraft Liability and Liquor Liability.
  - b. Endorsement The Additional Insured Policy endorsement must accompany the Certificate of Insurance.
  - c. Certificates of Insurance A copy of the Certificate of Insurance must be on file with the City of Kaukauna.
  - d. Notice City of Kaukauna requires 30-day written notice of cancellation, nonrenewal, or material changes in the insurance coverage.
  - e. Carriers The insurance coverage required must be provided by an insurance carrier with the "best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.

Section 5 - Indemnification and Disclaimer

By signing below, I certify that I am at least 18 years of age. My signature further confirms that I understand the filing of this application does not ensure the issuance of a Special Event license. I will be responsible for ensuring the event and event participants comply with all applicable City ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulation and any other applicable laws, rules, and regulations. I confirm that I am authorized to apply for this Special Event License on behalf of the organization hold the event (if applicable) and that the information contained in this application is true to the best of my knowledge. I understand that intentionally providing false or misleading information in this Application may lead to civil or criminal penalties.

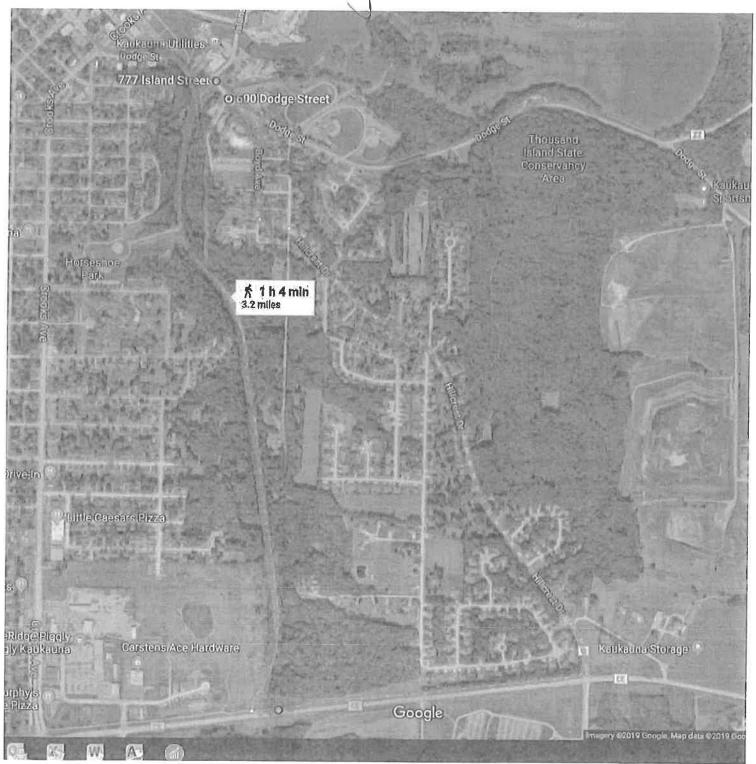
Indemnification: By signing below, I acknowledge that for good and valuable consideration, I, the applicant, on behalf of myself and the organization, if applicable, agree to indemnify, defend, and hold harmless the City of Kaukauna and its officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses and costs, including attorney fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

By signing below, I agree to follow any state and/or local guidelines in place to prevent the spread of COVID-19. May Bonnon 1-2-2024

Signature of Applicant:

Printed name of Applicant: Mary Brennan

# Start and Finish at Hydro Park Walking Route





# SPECIAL EVENT APPLICATION FORM

# EVENT APPLICATION MUST BE SUBMITTED AT LEAST 30 DAYS IN ADVANCE OF AN EVENT

# **SECTION 1 - APPLICANT INFORMATION**

Information about the person applying to have a special event or applying on behalf of an organization.

Name: Sarah Wroblewski

Date of Birth: \*Event organizers must be at least 18 years old. 09/17/1985

Address: 207 Thilmany Road

Phone Number: 920-766-6340

Email Address: swroblewski@kaukauna.go

#### SECTION 2 - ORGANIZATION INFORMATION

Information about the organization having the special event, if applicable.

Organization's Name: Kaukauna Public Library

Organization's Address: 207 Thilmany Road

Organization's Phone Number: 920-766-6340

Organization's Email Address or Website: kaulib@kaukauna.gov

Applicant's Relationship to Organization: Youth Services Librarian

#### SECTION 3 - EVENT INFORMATION

Name of Event: Touch-a-Truck

**Event Location: Hydro Park** 

Event Date: \*If a multi-day event, please list all days. Wednesday, July 10, 2024

Event Start Time - End Time: 10am-12pm

**Security Contact Name and Phone Number**: \*The name and contact information of the individual who emergency responders may contact in case of an emergency during the event.

Sarah Wroblewski 920-851-2648

Total Anticipated Attendance for Event: Additional Event Information (Purpose, Activity, Who Can Participate, whether this is a First-Time event, etc.):

500, community event

# SECTION 4 - APPLICANT CHECKLIST

Applicant is responsible for contacting all necessary City departments and for obtaining all required reservations, permits, licenses, and variances. \*Please note that some permits require Common Council or committee approval and may take up to two weeks to be considered and approved.

# **General Information:**

	1.	Will food be prepared and/or served at the event?	YES 🗸	NO	
	2.	Will there be a band or amplified music/noise?	YES 🗸	NO	
	3.	Will there be portable restrooms?	YES	NO 🗸	
4. Do you have proper insurance for your event and have you provided it to t *Insurance coverage is required for all events held in the City and a certific insurance must be provided to the City if your event involves more than 25				ate of	
		attendees.	YES 🗸	NO	
Fire Department Information: (920) 766-6320					
	1.	Will the event be held indoors?	YES	NO 🗸	
	2.	Will a tent or temporary structure be erected?	YES	NO 🗸	
	3.	Will there be a tent larger than 200 SF?	YES	NO 🗸	
	4.	Will fireworks/pyrotechnics be used during the event?	YES	NO 🗸	

Street and Parks Department: (920) 766-6337				
1.	Are you requiring street closure for the event?	YES 🗸	NO 🗌	
2.	Are you providing your own barricades?	YES	NO 🗸	
3.	Did you include a map of the event location/route?	YES	NO 🗸	
4.	For park events, have you reserved the park?	YES	NO 🗹	
5.	Will there be rides at the event?	YES	NO 🗸	
Police	Department: (920) 766-6333			
1.	Do you have a plan for medical emergencies?	YES 🗸	NO	
2.	Is security needed for the event?	YES	NO 🗸	
3.	Will the event need any parking restrictions?	YES 🗸	NO	
City Cl	erk's Office: (920) 766-6300			
1.	Will alcoholic beverages be served/sold?	YES	NO 🗸	

# Section 5 – Insurance Requirements

Insurance coverage will be required for every special event held in the City. Event organizers must provide the City with a Certificate of Insurance if the event involves more than 250 people, you request a street closure, or you are bringing additional items/structures into the public premises. Proof of coverage MUST include naming the City of Kaukauna as an additional insured party. The amount and type of insurance coverage varies, although \$1 million -\$2 million is a typical level.

# General Liability Coverage:

- 1. Commercial General Liability
  - a. \$1,000,000 general aggregate per project
  - b. \$1,000,000 products completed operations aggregate
  - c. \$1,000,000 personal injury and advertising injury
  - d. \$1,000,000 each occurrence limit
- 2. Claims made form of coverage is not acceptable.

- Insurance must include:
  - a. Premises and Operations Liability
  - Contractual Liability including coverage for the joint negligence of the City of Kaukauna, its officers, Council members, agents, employees, authorized volunteers and the named insured
  - c. Personal injury
  - d. Explosion, collapse, and underground coverage
  - e. Products/Completed Operations
  - f. The general aggregate must apply separately to this project/location
- 4. Additional Provisions
  - a. Additional Insured On the General Liability coverage, Business Automobile coverage, Aircraft Liability and Liquor Liability.
  - b. Endorsement The Additional Insured Policy endorsement must accompany the Certificate of Insurance.
  - c. Certificates of Insurance A copy of the Certificate of Insurance must be on file with the City of Kaukauna.
  - d. Notice City of Kaukauna requires 30-day written notice of cancellation, non-renewal, or material changes in the insurance coverage.
  - e. Carriers The insurance coverage required must be provided by an insurance carrier with the "best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.

#### Section 5 - Indemnification and Disclaimer

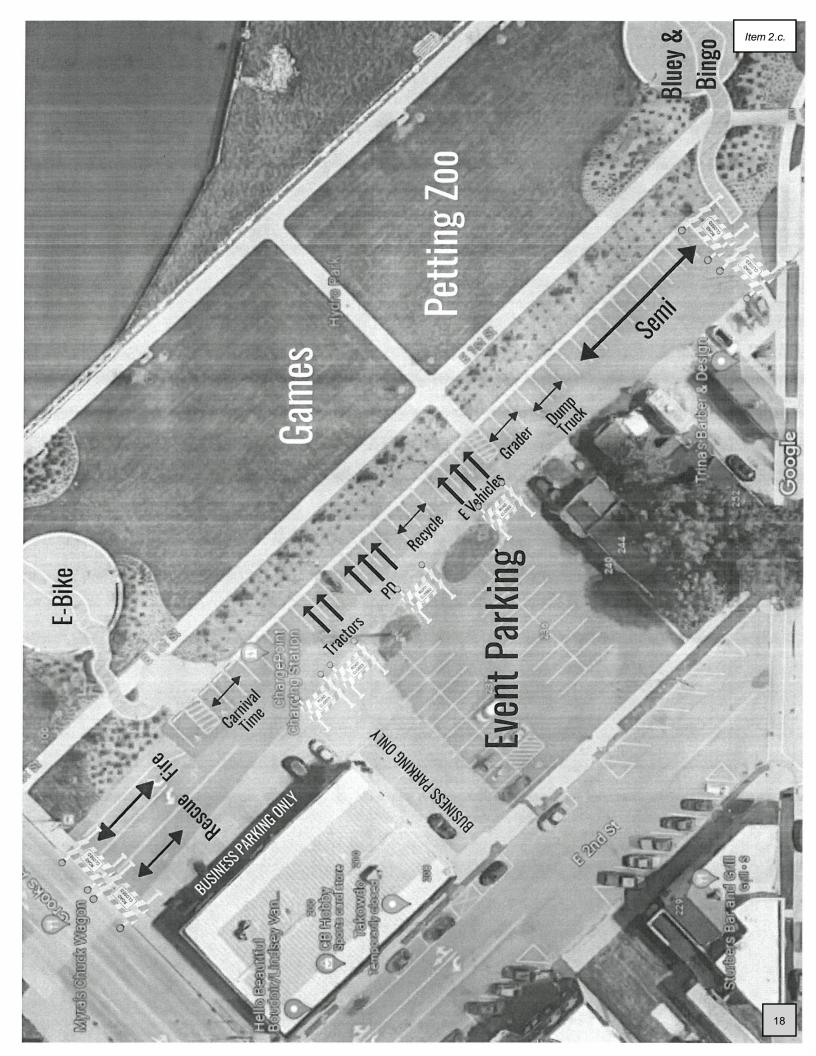
By signing below, I certify that I am at least 18 years of age. My signature further confirms that I understand the filing of this application does not ensure the issuance of a Special Event license. I will be responsible for ensuring the event and event participants comply with all applicable City ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulation and any other applicable laws, rules, and regulations. I confirm that I am authorized to apply for this Special Event License on behalf of the organization hold the event (if applicable) and that the information contained in this application is true to the best of my knowledge. I understand that intentionally providing false or misleading information in this Application may lead to civil or criminal penalties.

Indemnification: By signing below, I acknowledge that for good and valuable consideration, I, the applicant, on behalf of myself and the organization, if applicable, agree to indemnify, defend, and hold harmless the City of Kaukauna and its officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses and costs, including attorney fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

By signing below, I agree to follow any state and/or local guidelines in place to prevent the spread of COVID-19.

Signature of Applicant: Sarah Wroblewski

Printed name of Applicant: Sarah Wroblewski





# **SPECIAL EVENT APPLICATION FORM**

# EVENT APPLICATION MUST BE SUBMITTED AT LEAST 30 DAYS IN ADVANCE OF AN EVENT

# SECTION 1 - APPLICANT INFORMATION

Information about the person applying to have a special event or applying on behalf of an organization.

Name: Brad Zuraski

Date of Birth: \*Event organizers must be at least 18 years old. 01/18/1982

Address: 7026 Woodenshoe Road Neenah, WI 5495

Phone Number: 6122024561

Email Address: bzuraski@yahoo.com

#### SECTION 2 - ORGANIZATION INFORMATION

Information about the organization having the special event, if applicable.

Organization's Name: Wingz Disc Golf

Organization's Address: 7026 Woodenshoe Road Ne

Organization's Phone Number: 612-202-4561

Organization's Email Address or Website: bzuraski@yahoo.com

Applicant's Relationship to Organization: Owner

#### SECTION 3 – EVENT INFORMATION

Name of Event: Ghosts In the Grignon

Event Location: Grignon Park

Event Date: \*If a multi-day event, please list all days. 9/14/2024

Event Start Time - End Time: 7:00AM-7:00PM

**Security Contact Name and Phone Number**: \*The name and contact information of the individual who emergency responders may contact in case of an emergency during the event.

# Brad Zuraski 612-202-4561

Total Anticipated Attendance for Event: Additional Event Information (Purpose, Activity, Who Can Participate, whether this is a First-Time event, etc.):

90

# **SECTION 4 - APPLICANT CHECKLIST**

Applicant is responsible for contacting all necessary City departments and for obtaining all required reservations, permits, licenses, and variances. \*Please note that some permits require Common Council or committee approval and may take up to two weeks to be considered and approved.

# **General Information:**

1.	Will food be prepared and/or served at the event?	YES	NO 🗸
2.	Will there be a band or amplified music/noise?	YES	NO 🔽
3.	Will there be portable restrooms?	YES	NO 🗸
4. GITP	Do you have proper insurance for your event and have you *Insurance coverage is required for all events held in the Cit insurance must be provided to the City if your event involve	y and a certifica	ate of
	attendees.	YES 🗸	NO
Fire Do	epartment Information: (920) 766-6320		
	Will the event be held indoors?	YES	NO 🗸
2.	Will a tent or temporary structure be erected?	YES	NO 🔽
3.	Will there be a tent larger than 200 SF?	YES	NO 🔽
4.	Will fireworks/pyrotechnics be used during the event?	YES	NO 🔽

Street	and Parks Department: (920) 766-6337		
1.	Are you requiring street closure for the event?	YES	NO 🗸
2.	Are you providing your own barricades?	YES	NO 🗸
3.	Did you include a map of the event location/route?	YES	NO 🔽
4.	For park events, have you reserved the park?	YES	NO 🔽
5.	Will there be rides at the event?	YES	NO 🔽
Police	Department: (920) 766-6333		
1.	Do you have a plan for medical emergencies?	YES	NO 🗸
2.	Is security needed for the event?	YES	NO 🗸
3.	Will the event need any parking restrictions?	YES	NO 🔽
City Cl	erk's Office: (920) 766-6300		
1.	Will alcoholic beverages be served/sold?	YES	NO 🔽
7.15			
Insural must p people public additio	no 5 – Insurance Requirements note coverage will be required for every special event held in provide the City with a Certificate of Insurance if the event in the you request a street closure, or you are bringing additional premises. Proof of coverage MUST include naming the City and insured party. The amount and type of insurance covera -\$2 million is a typical level.	volves more th litems/structu of Kaukauna a	nan 250 res into the as an
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#### 3. Insurance must include:

- a. Premises and Operations Liability
- Contractual Liability including coverage for the joint negligence of the City of Kaukauna, its officers, Council members, agents, employees, authorized volunteers and the named insured
- c. Personal injury
- d. Explosion, collapse, and underground coverage
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# Section 5 - Indemnification and Disclaimer

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Indemnification: By signing below, I acknowledge that for good and valuable consideration, I, the applicant, on behalf of myself and the organization, if applicable, agree to indemnify, defend, and hold harmless the City of Kaukauna and its officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses and costs, including attorney fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

By signing below, I agree to follow any state and/or local guidelines in place to prevent the spread of COVID-19.

Signature of Applicant:

Printed name of Applicant: Bradley A Zuraski