

## **City of Waukesha**

201 Delafield Street Waukesha, WI 53188 Tel: 262.542.3700

## waukesha-wi.gov

# **City of Waukesha Cover Sheet**

Committee:	meeting Date:
ID Number:	Ordinance/Resolution Number (if applicable):
Name of Submitter:	Submission Date:
Agenda Item Title:	
Issue Before the Council:	
Options & Alternatives:	
Additional Details:	



# City of Waukesha

201 Delafield Street Waukesha, WI 53188 Tel: 262.542.3700 waukesha-wi.gov

What is the Strategic Plan Priority this item relates to:					
What impact will this item have on the Strategic P	lan Priority?				
Financial Remarks:					
Executive Recommendation:					
Commented Matiens					
Suggested Motion:					
Reviewed By:					
Finance Director	Date Reviewed				
people / Come	05/29/2025				
CityAttorney	Date Reviewed				
City Administrator	Date Reviewed				



# CITY OF WAUKESHA CLERK TREASURER'S DEPARTMENT

201 Delafield Street, Waukesha WI 53188 Tel: (262) 524-3550

Email: clerktreas@waukesha-wi.gov

## STREET CLOSING & SPECIAL EVENT PERMIT APPLICATION

(Parking lanes, sidewalks, or trails)

- A Special Event fee is required in addition to a street closing fee for most events, except parades and demonstrations as defined in sec. 6.16, Block
  Parties as defined in sec. 8.115, or uses by educational institutions located within the City of Waukesha during which no more than 400 persons will be on
  the closed public right-of-way at any given time.
- · Partial closures may not require a permit (parking lanes, sidewalks, or trails).
- Application must be submitted to the Clerk's Office no less than 20 days before and no more than 270 days before the date of the proposed event.
- Applications may not be amended after filing application 6.185(5).
- Special events may not operate between the hours of 10:00 p.m. and 6:00 a.m.
- A clear, 15-foot path must be maintained at all times in closed streets of emergency vehicle access.
- Waukesha Municipal Code 6.17 & 6.18 regulates street closures. Please visit the city website www.waukesha-wi.gov to view the municipal code book.

◆ Are you an owner or tenant of property adjacent to your requested closure?	☐ Yes	N
If you answered "No" to the above question, you will need your alderperson to endorse this app	olication – see	below

Alderperson Approval					
Name of Alderperson	Aldermanic District				
I hereby endorse this Street Closing Application per sec. 6.17 of the Municipa	al Code.				
Signature	Date				
Applicant Informati	on				
Applicant's Name Brooke Peddie  Organization/Business (if any) BB'5 on Main  Phone Number Z62-349-8688 Email Drook  Address (include city/zip) 362 W main St Wauk	Cepeddie 3@gmail.com				
Purpose of Event (to include detailed description of event) the Pyrpose	Mauksha Repeat Event? DYes No				
Time event will end 9PM Time e	event will begin 4:30pm event will disband 9:30pm Cell Z62-349-8688				
Part of Lot 3 NO	CLOSURE AND INDICATE PROPOSED USE: Street Closing				

	inue a	rea of street to be closed (if neede	ed)	1	Na	
ımber	of blo	cks to be closed (block means the dista	ance between intersect	tions on a City Str	eet, or 200 yards whichever is shorter)	
	_			_	ic right of way. A \$400 deposit for 1 cant upon return of the barricades.	0 or more barricade
Num	ber of	Barricades Needed				
	Wi	Il this event include: Music?	NYes □No	Vehi	cles? □Yes ⊃No Animals	s? Nes □No
If ve			ic Fram		\	e visiting
		•			s for large special events of more than 400)	150
		<b>A</b>	e at one time (add	itional regulations	s for large special events of more than 400)	130
Atter	dance	estimate based on?	15,51	i Ui		
H			10.00	Fees		PART OF STREET
The f	ollowi	ng street closing & special event f	ees shall be paid	when filing the	e applications, per application, and shall	I not be refundable.
STI	REET	CLOSING: AM	OUNT		SPECIAL EVENT:	AMOUNT
Clo	sure of	1 – 7 blocks \$50.	00		Between 1 – 1,000 attendees	\$50.00
Clo	sure of	8 or more blocks \$150	0.00	PLUS →	Between 1,001 – 2,000 attendees	\$150.00
*La	te Fee	\$50.	(i)	f applicable -	Between 2,001 – 5,000 attendees	\$350.00
*(if)	îled less	than 45 days before event)	sec	e note below)	Greater than 5,000 attendees	\$550.00
		•	_		*Late Fee	\$50.00
					*(if filed less than 45 days before event)	
		n sec. 6.16, Block Parties as defind In no more than 400 persons will b			cational institutions located within the C	City of Waukesha
(13)		age to City Property, Reimburseme	nt of Costs. The ap	plicant shall rei	Event Regulations mburse the City for all damage to City	0.0
(13)		age to City Property, Reimburseme	nt of Costs. The ap	plicant shall rei	ivent Regulations	Initials_BF
(13)	prope Inden and h	nge to City Property, Reimbursementy occurring during the Special Ever	nt of Costs. The ap at, and all cost of close e applicant shall ex d all liabilities arisi	oplicant shall rei ean-up incurred ecute, as part of	Event Regulations mburse the City for all damage to City	Initials_BP
	Independent of the second property of the sec	nge to City Property, Reimburseme rty occurring during the Special Ever nnification, Release of Liability. The olding the City harmless from any an	nt of Costs. The ap at, and all cost of close e applicant shall ex d all liabilities arisi	oplicant shall rei ean-up incurred ecute, as part of	mburse the City for all damage to City by the City as a result of the Special Event.  The application, a contract indemnifying	RP
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### Municipal Code 6.18(16) – Additional Items Provided with Application

- (16) Additional Regulations for Large Special Events. Special Events at which it is reasonably expected that more than 400 people will be present on Public Rights of Way at any given time shall be subject to the following regulations, in addition to the General Regulations in subsection (15):
  - (a) Insurance. The Applicant shall obtain, at Applicant's sole expense, a policy of public liability insurance from an insurer licensed to issue policies in the State of Wisconsin, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, with an endorsement naming the City of Waukesha as an additional insured and loss payee. The Applicant shall file with the City Clerk a

certificate of insurance showing such coverage to be in place before the Special Event occurs, and in any event no later than 10 days after the permit is issued. Failure to file a certificate of insurance shall result in a revocation of the permit.

- (b) Toilets and Sanitation Facilities. The Applicant shall ensure that adequate toilet and sanitation facilities are available to all attendees during the Special Event, at the Applicant's sole expense.
  - (i) Refer to the following table for the required number of toilets available for attendees. The number of attendees is at any given time, not aggregate.

Duration of event in hours Attendee Count	≤1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10
400-999	0	4	4	6	6	6	8	8	8	8
1000-1999	4	6	6	6	6	8	8	8	8	12
2000-2999	4	8	8	8	8	12	12	12	12	16
3000-3999	8	8	10	10	10	12	16	16	20	20
4000-4999	8	8	12	12	16	16	20	24	24	28
5000-5999	12	12	12	16	20	30	30	30	30	34
6000-6999	12	12	16	16	20	30	30	36	36	40
7000-7999	12	12	16	20	30	32	40	40	52	52
8000-8999	12	12	20	24	32	32	40	44	52	54
9000-9999	16	16	24	28	40	40	52	52	60	64
10000 and up	16	16	28	40	40	52	52	60	60	72

- (ii) The required number of toilets may be met with toilets in private or public restrooms, with portable toilets, or any combination. Toilet facilities must comply with ADA requirements for accessibility.
- (iii) If private restrooms are to be used to satisfy the toilet and sanitation requirement, then the following requirements must be met:

  (1) There must be a written agreement from the owner, agreeing to make the restrooms available to the public free of charge at all times that the event is underway, with a copy provided to the City; (2) the restrooms must be within 200 feet of the boundaries of the event area, (3) the location of the restrooms must be clearly indicated with signs.
- (iv) If food will be consumed at the event, then hand-washing facilities must be available. If any number of the toilet requirement is met by portable toilets, then a portable hand-washing station must be provided, at least 1 for every 6 portable toilets.
- (c) Waste and Recyclables. The Applicant shall provide adequate solid-waste and recyclables collection and disposal, at the Applicant's sole expense. Applicant may not rely on City waste containers to meet this requirement.
  - (i) Adequately-sized trash and recyclable receptacles shall be positioned within the event area so that no attendee has to move more than 75 feet to reach them. Applicant shall be responsible for disposing of trash and recyclables at Applicant's expense and according to law, promptly upon conclusion of the Special Event. Receptacles must be marked to indicate waste or recyclables, reasonably sufficiently to prevent recyclables from being put into waste receptacles.
  - (ii) The required size and number of solid-waste and recyclables receptacles shall be according to standards determined by the Department of Public Works, approved by the Common Council, and published by the Department of Public Works.
- (d) Health, Safety and Security. Applicants shall be responsible, at Applicant's sole expense, for ensuring that facilities are available for contacting emergency services, for crowd control, and for pedestrian safety, according to the following standards:
  - (i) Applicant shall be responsible for ensuring that activities conducted at the Special Event comply with all applicable health and safety laws. Applicant must ensure that there is adequate access for emergency vehicles. Applicant must provide communications facilities and assigned personnel within the event area for communicating with police, fire and emergency medical services. Applicant's plans for health and safety, submitted with their permit applications, will be reviewed by the Police and Fire Department for determination of adequacy on a case-by-case basis. Fire Department review shall include, but not be limited to, the requirements of International Fire Code Sections 403 and Chapter 24. Applicant shall comply with all Police and Fire Department directions for health and safety requirements.
  - (ii) Crowd control and pedestrian safety measures will be dependent on the circumstances of the particular event. Applicants shall submit a proposed crowd-control and pedestrian safety plan with their permit applications, which will then be reviewed by the Police Department for adequacy in light of all circumstances. Applicants shall provide information in addition to that provided on the application, as the Police Department reasonably requests.
  - (iii) If the Police Department determines that the crowd control and pedestrian safety requirements of the Special Event exceed the Police Department's capacity, in the Police Department's sole discretion, then the Applicant shall provide, at Applicant's sole expense, private security personnel that are employed by a firm that is approved by the Police Department.

- (iv) Depending on circumstances, the City may require that additional sanitation, health, safety and security measures be provided by the Applicant. All additional measures shall be provided at the Applicant's sole expense.
- (v) Applicant shall indemnify the City from, and shall reimburse the City for, all expenses incurred by the City in providing necessary health, safety and security services that are the responsibility of the Applicant under this Section.

#### Applicant Signature

I hereby make an application for a Street Closing Permit & Special Event as detailed above. I agree to abide by the

requirements of all City of Waukesha ordinances and State laws. I also acknowledge Ordinance 11.27 which prohibits
drinking on public streets.
Print Name Brooke Pedelig
Signature Brolle VIII Date 5/23/25
FOR OFFICE USE ONLY!
Date Application Received in Clerk's Office 5/23/25 Clerk's Initials SK
☑Map provided ☐ Amount Due _ \$50 Date Paid:
Posting:
Date posted on Bulletin Board Date posted on Website
Department Routing:
PoliceFireEngineeringTransitWPRFAttorney
Approved Denied Clerk Processing Permit
Municipal Lot Closure:
Building & Grounds Committee Approval Council Approval
MISC NOTES:



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p.	7		

### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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In consideration of the issuance of a Special Event Permit and pursuant to the
provisions of section 6.18(14) of the City of Waukesha Municipal code, the undersigned
Brooke Peddie ("Licensee"), hereby agrees to indemnify and hold
harmless the City of Waukesha, its officers, employees, agents and other contractors from
and against all claims, demands, costs, judgments, losses, liabilities and/or damages of
any kind or nature, including actual attorney fees, arising out of, in connection with, or in
any way related to the Licensee's activity conducted pursuant to the Special Event
Permit, whether or not the incident giving rise to such liability takes place on public or
private property.
The undersigned warrants and represents specific authority to enter in to this
agreement on behalf of the Licensee.
Dated this $\overline{23}$ day of $\overline{May}$ , $\overline{2025}$ .
Brooke Peddie Owner  Title
Borth VIII



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/23/2025

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(les) 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). SONTACT WILLIAM K. BROWN PHONE (A/C, No. Esd); 262-646-8252 E-MAIL (A/C, No): WILLIAM BROWN INSURANCE SERVICES, INC. 715 MILWAUKEE STREET RESS: DELAFIELD. WI. 53018 INSURER(S) AFFORDING COVERAGE 14036 INSURER A: GERMANTOWN MUTUAL INSURANCE INSURED INSURER B: BB'S ON MAIN STREET, INC INSURER C INSURER D: 362 W MAIN STREET WAUKESHA, WI 53186 INSURER E: INSURER F: REVISION NUMBER: CERTIFICATE NUMBER: 5502 COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADOL SUBB LIMITS (MAHSY SAY) (MAHSY SAY) POLICY NUMBER TYPE OF INSURANCE 1.000.000 EACH OCCURRENCE X COMMERCIAL GENERAL LIABILITY 03/24/2025 03/24/2026 1118816 A DAMAGE TO RENTED PREMISES (Es occume 50,000 CLAIMS-MADE X OCCUR 5,000 MED EXP (Any one person) 8 PERSONAL & ADV INJURY 1,000,000 s 2.000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 PRO X LOC PRODUCTS - COMP/OP AGG \$ POLICY OTHER: COMBINED SINGLE LIMIT (Es accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO SCHEDULED AUTOS AUTOS CNLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) MON-OWNED HIRED ONLY \$ \$ LIMBRELLA LIAR EACH OCCURRENCE \$ OCCUR **EXCESS LIAS** AGGREGATE 8 CLAIMS-MADE RETENTION \$ \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mendatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE 8 if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be ettached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. THE CITY OF WAUKESHA AND THE WOBA 272 W MAIN ST WAUKESHA, WI 53186 AUTHORIZED REPRESENTATIVE

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From: Ald Alicia Halvensleben < AldDist11@waukesha-wi.gov>

Sent: Thursday, May 22, 2025 5:50 PM

To: Brooke Peddie < brookepeddie3@gmail.com >; Katie L. Panella < kpanella@waukesha-wi.gov >

Subject: Re: BBS on main

Katie,

Please accept this as my endorsement of this event. If you need me to stop by tomorrow for a proper signature, ju

Alicia

Sent from my U.S.Cellular© Smartphone Get <u>Outlook for Android</u>

From: Brooke Peddie < brookepeddie 3@gmail.com >

Sent: Thursday, May 22, 2025 4:01:39 PM

To: Ald Alicia Halvensleben < AldDist11@waukesha-wi.gov>

Subject: BBS on main



st let me know and I'll swing by.

