Form B

City of Menasha • Department of Public Works

Menasha

STREET USE APPLICATION

Event: Jingle Bell Run/Walk for Arthritis

Sponsored by: Arthritis Foundation, WMR

Responsible Person: Phil Melnarik

Address: 2920 S. Webster, Ste A
Green Bay, WI 54301

Phone: 920-330-0592

Email Address: pmelnarik@arthritis.org

Street Use Date: Dec 1, 2012
Start Time: 8:30 AM
End Time: 10:30 AM
Number of Units: _____
(Parades)

Street Route: (Attach Map) Description of Use: Run/Walk in left lane facing traffic. PARTIAL USE OF LANE designated by cones will not require closure of streets.

Liability Insurance has been secured in the amount of $ 2,000,000 with the City of Menasha named as the additional insured. This is primary insurance.

Insurance Company Bremer Insurance Policy No. NSN1762557
(Attached is a copy of the certificate of insurance and endorsement, each naming the City of Menasha as additional insured).

Date: 8/3/2012 Applicant's Signature: [signature]

Pd cts #11756

Permit Fee: Each application for a Street Use Permit shall be accompanied by a fee of $25.00 along with a Special Event Fee of $25. Please make checks payable to City of Menasha in the amount of $50.00.

Note to events planning to use City Parks and/or greenspace: Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

TO BE COMPLETED BY CITY STAFF (Revised January 16, 2012)

Scheduled Park & Recreation Board Review Date: _____

Not Required: ✓ Approved: _____ Denied: _____

Scheduled Common Council Review Date: 10-15-12

Approved: _____ Denied: _____

APPROVAL:

Police Dept. [initials] Fire Dept. [initials] Public Works Dept. MR City Attorney _____

ARTHR-1 OP ID: MM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/27/12

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 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
Bremer Insurance - SSP
Suite 225
633 Concord St South - Box 188
South St. Paul, MN 55075
Mark Lancaster
651-552-2424
651-450-5158

CONTACT NAME: Mary Mroszak
PHONE (A/C, No, Ext): 651-552-2453 FAX (A/C, No): 651-450-5158
E-MAIL ADDRESS: mjmroszak@bremer.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West Bend Mutual	15350
INSURER B : The Hartford	19682
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arthritis Foundation
Karen Larson
1876 Minnehaha Avenue West
St. Paul, MN 55104-3087

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC	X		NSN1762557	06/01/12	06/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NSN1773030	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			NUN1762558	06/01/12	06/01/13	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		41WECBL8328	06/01/12	06/01/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Appleton Jingle Bell Run/Walk for Arthritis, Saturday 12-1-12,
University of Wisconsin-Fox Valley, Sports Field House

City of Menasha is listed as Additional Insured.

CERTIFICATE HOLDER

City of Menasha
Department of Public Works
140 Main Street
Menasha, WI 54952-3151

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

Mark A. Lancaster

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who is An Insured** is amended to include as an additional insured any person or organization you are required by a written contract to name as an additional insured.

The written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability arising out of:
   - **a.** "your ongoing operations" performed for the insured at the location designated in the written contract; or
   - **b.** premises owned or used by you.

C. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   - **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   - **b.** Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
   - **a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed: or
   - **b.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principle as a part of the same project.

D. As respects the coverage provided under this endorsement, Paragraph **4.b. Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

When this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.