

**OPERATING AGREEMENT
BETWEEN THE CITY OF MILWAUKEE AND BADGERLAND STRIDERS, INC.
FOR STAGING OF THE 2026 MILWAUKEE LAKEFRONT MARATHON**

This Agreement is made and effective as of the ____ day of _____ (“Effective Date”), by and between the City of Milwaukee, Wisconsin, a municipal corporation, (“City”), acting through its Commissioner of Public Works (“Commissioner”) and Chief of Police, or designee, and Badgerland Striders, Inc., a non-stock Wisconsin corporation, whose address is 12650 West Arden Place, Butler, Wisconsin 53007 (“Company”) (collectively, “Parties”).

WHEREAS, Company desires to stage on October 3, 2026, a 5K distance walk and running event, and on October 4, 2026, a marathon and half-marathon, named the Milwaukee Lakefront Marathon (collectively “the Event”); and

WHEREAS, The Event’s route is proposed to cover a significant number of City streets and intersections; and

WHEREAS, The staging of the Event requires significant City resources, particularly Milwaukee Police Department (“MPD”) and Department of Public Works (“DPW”) resources relating to traffic control before, during and after the Event; and

WHEREAS, DPW does not have sufficient traffic control equipment needed for the Event; and

WHEREAS, The Commissioner of Public Works (“Commissioner”) is authorized to approve or deny special event permit applications according to the criteria set forth in Milwaukee Code of Ordinances (“MCO”) §§ 105-55.5-2-c-1 to c-11; and

WHEREAS, The Commissioner has determined that in the absence of an Operating Agreement, a special event permit would not meet the criteria in MCO § 105-55.5-2-c-1 because the Event is of such a size or nature requiring the diversion of so great a number of police officers, ambulances or other emergency services as to deny reasonable emergency services to the city as a whole; and

WHEREAS, The Commissioner has determined that in the absence of an Operating Agreement, a special event permit would not meet the criteria in MCO § 105-55.5-2-c-2 because the time, route, size and nature of the Event will unreasonably disrupt the safe and orderly use of any street or any public, or material portion thereof, which is ordinarily subject to great congestion or traffic at the proposed time, or substantially interrupt the safe and orderly movement of other traffic; and

WHEREAS, Pursuant to City of Milwaukee Common Council Resolution No. _____, adopted on _____, 2026, the proper City officials are authorized to execute this Agreement.

NOW, THEREFORE, In consideration of the mutual covenants and agreements contained herein, the Parties mutually agree as follows:

I. COMPANY RESPONSIBILITIES

A. Permit Application. No later than August 7, 2026, Company shall submit a complete permit application (“Application”) containing all information required in MCO § 105-55.5-2-b. Company shall also submit the following information as part of its Application:

1. **Organizational Capacity.** Company shall provide evidence of its capability to organize and stage a large, successful marathon, including its possession of sufficient funding and staffing for safe and efficient staging of the Event, including, but not limited to:

a. Identification of the race management company selected for the Event, along with a copy of the executed contract between Company and the selected race management company;

b. Identification of Event sponsors.

2. **Routes.** Company shall provide a detailed map of the proposed route for the marathon, half-marathon, and 5K walk and running events (“Routes”), which shall be subject to the satisfaction of the Commissioner. The Commissioner shall have the authority to modify the Routes, time, and place of the Event to facilitate crowd control in the interest of relieving congestion and promoting public safety, pursuant to MCO § 105-55.5-2-c. Company shall make no changes to the Routes without the approval of the Commissioner. Failure to finalize the Routes to the satisfaction of the Commissioner by July 10, 2026 shall be grounds for denial of the Application.

3. **Traffic Control Plan.** Company shall provide a detailed traffic control plan (“Traffic Control Plan”), satisfactory to the Commissioner, including, but not limited to:

a. A timeline of street closures;

b. Access and exit plans for properties within the boundaries of the Routes;

c. Identification of the type and location of all traffic control signs and barricades along the proposed Routes; and

d. Identification, including contact information, of the entity that will implement the traffic control plan.

4. **Security Plan.** Company shall provide a detailed description of the provisions it will make for security during the Event, satisfactory to the Commissioner and the Chief of the Milwaukee Police Department (“Chief of Police”).

5. Emergency Plan. Company shall provide a detailed description of the provisions it will make for first aid and emergency medical treatment during the Event, satisfactory to the Commissioner, the Chief of Police, and the Chief of the Fire Department (“Fire Chief”).

6. Notification Plan. Company shall submit a detailed notification plan, which shall include, but not be limited to, provisions to notify by mail all property owners at least one block in each direction of the Routes and all those within the boundaries of the Routes. Such notification shall be performed no later than 15 days before the Event. Reasonably sufficient proof of such notifications (the sufficiency of which shall be determined by the Commissioner) shall be provided to the Commissioner within 5 days of the Commissioner requesting the same from Company. Company shall publicize the Event throughout the city, particularly in the aldermanic districts in which the Event will be held, and shall provide Company’s contact information along with information to alert residents and motorists along the Event Routes of street closings, detours, and potential delays.

7. Clean Up Plan. Company shall provide a detailed description of the provisions it will make for Event clean-up, satisfactory to the Commissioner and the Chief of Police.

8. Mitigation of Impacts on Affected Properties. Company shall provide written proof that it has met and conferred with the following persons and entities concerning the Application and efforts to mitigate the impacts of the Event on the affected entities:

a. Affected Lakefront entities, including Discovery World Museum, Milwaukee Art Museum, Milwaukee World Festival, Inc., and Harbor House.

b. Representatives of property owners from any properties that will not have access to their property during any part of the Event.

9. Permits. Company shall provide proof that it has obtained all necessary permits or approvals from all other governmental authorities, including but not limited to Milwaukee County. Failure to obtain the permits or approvals by July 24, 2026 shall be grounds for denial of the Application.

B. Payment for City Services. To ensure full cost recovery by the City, Company unconditionally and irrevocably agrees to pay the City without defense, set-off, counterclaim or delay, for City staff time and any and all other expenses incurred directly or indirectly by the City in any way relating to the staging of the Event, except where refunds are specifically provided for in this Agreement.

1. Payment for Police Services. Except as expressly stated otherwise in this Agreement, Company shall pay the City for MPD services pursuant to the terms of the Extra-Duty Employment Statement of Intent and 2 Extra Duty Letters of Agreement, which are attached to and made a part of this Agreement as Exhibits A and B, respectively.

a. Prior to filing its Application, Company shall submit a complete Extra-Duty Employment Statement of Intent form to MPD.

b. Prior to filing its Application, Company shall execute an Extra-Duty Letter of Agreement with MPD.

c. MPD shall invoice Company in accordance with the Extra-Duty Letter of Agreement entered into with MPD. If the MPD invoice is not paid in full in accordance with the terms of the Extra Duty Letter of Agreement, Company shall pay simple interest on any outstanding balance and accrued interest beginning with the 14th day after submission of the invoice to the Company at the rate of one percent (1%) per month until such time as the entire balance including interest is paid in full.

d. Notwithstanding Paragraph 18 of the Extra-Duty Letter of Agreement, payment for police services shall be based upon the contractual wages of the officer(s), who are assigned in MPD's sole discretion, at the time of the Event.

2. Payment for DPW and Other (Non-MPD) City Services.

a. By August 21, 2026, DPW shall invoice Company for the any and all costs of DPW and other (non-MPD) City resources and equipment relating directly or indirectly to the staging of the Event, as determined by DPW and according to the fee schedules set forth in MCO, ch. 81. Payment in full is required by September 4, 2026. If the DPW costs are not paid in full by September 4, 2026, this Agreement may be immediately terminated in the City's sole discretion without notice and the Commissioner shall revoke any special event permit issued pursuant to this Agreement.

b. If, following payment of the DPW costs, Company requests additional DPW services or equipment, Company shall pay those costs within five (5) days of invoice by DPW and in any case no later than the date of the Event.

c. If, after payment of DPW costs, the City terminates this Agreement prior to the Event, or otherwise denies approval of the Application or issuance of a special event permit, the City shall refund the amounts paid for DPW costs. If Company provides 10 working days' written notice of cancellation, the City shall refund the amounts paid for DPW costs, except for a \$50 permit processing fee, pursuant to MCO § 105-55.5-2-g.

C. Traffic Control Equipment. Company shall be responsible for the provision and installation of all traffic control signs and barricades identified in the Traffic Control Plan approved by the Commissioner, with such signs and barricades meeting any specifications established by the City through the approved Traffic Control Plan. By August 28, 2026, Company shall provide a copy of the executed contract between Company and the entity supplying the traffic control signs and barricades.

D. Indemnification. Company shall indemnify City and its officers, agents and employees for all losses, damages, costs, expenses, judgments, accrued interest, liabilities, or decrees arising out of any claim, action in a court, or proceeding before an administrative agency that is brought against City or any of its subcontractors, officers, agents, or employees

for the acts or omissions of Company or any of its subcontractors, officers, agents, or employees in whole or in part in the performance of the covenants, acts, matters or things covered by this Agreement, or for injury or damage caused by the alleged acts or omissions of Company or any of its subcontractors, its officers, agents or employees. City will, at its sole option, decide whether to tender the defense of any claim, action in court, or proceeding before an administrative agency in which Company has a duty to indemnify to Company or Company's insurer and upon such tender it shall be the duty of Company and Company's insurer to defend such claim, action, or proceeding without cost or expense to City or its officers, agents, or employees using counsel selected by Company and Company's insurer and approved by City. Company shall not settle any claim, action in any court, or proceeding before an administrative agency relating to City unless City consents to the settlement in writing.

E. Insurance.

1. General Requirements. Company shall submit by August 28, 2026, a certificate(s) of insurance acceptable to the City stating that the issued insurance policies meet the requirements as outlined below. In addition, Company shall submit by August 28, 2026, written documentation evidencing that a fully-executed, complete copy of this Agreement has been provided to the underwriter of the issued insurance policies. If such certificate(s) and documentation are not timely received or the Company otherwise fails to timely comply with the Section I.E., the Commissioner may declare this Agreement immediately terminated without notice and revoke any special event permit issued pursuant to this Agreement.

All policies shall state that the City shall be afforded a 30-day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by City for the duration of this Agreement. Insurance companies must be acceptable to the City. All policies shall be written on an occurrence form. If subcontractors are used, each must meet all requirements in sections 1 and 2.

2. Minimum Insurance Requirements. Minimum insurance requirements are as follows:

a. **Workers' Compensation and Employer's Liability:**

Workers' Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

(i) Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.

(ii) Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

b. **Commercial General Liability:**

Commercial General Liability	\$1,000,000 each occurrence
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General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit	\$1,000,000 each occurrence
Products - Completed Operations Aggregate	\$2,000,000 aggregate
Medical Expense	\$ 10,000 each person

(i) Coverage shall be equivalent to ISO form CG0001 or better, as determined by the City.

(ii) The City shall be added as an additional insured using ISO form CG2026 or its equivalent.

(iii) Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the City including its directors, officers, agents, employees and volunteers.

(iv) The policy shall include coverage for independent contractors (owners/contractors protective) and contractual liability.

(v) Coverage shall apply on a primary and non-contributory basis and the policy shall contain the following wording, or substantially similar terms, as determined by the City:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

(vi) Coverage shall apply to the risks associated with or arising out of this Agreement.

(vii) Applicant may satisfy the Medical Expense coverage requirement by submitting a certificate of insurance evidencing a separate policy if the separate policy meets or exceeds the required limits and covers medical costs for any injured party in addition to Event participants.

c. Auto Liability:

Combined Single Limit	\$1,000,000 each accident
Medical Expense	\$ 10,000 each person

(i) If Company owns or has any long-term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).

(ii) Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of the City including its directors, officers, agents, employees and volunteers.

(iii) The City of Milwaukee shall be added as an additional insured.

(iv) Coverage shall include contractual liability for risks assumed in this contract.

(v) Coverage shall apply to the risks associated with or arising out this contract.

(vi) If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.

(vii) Applicant may satisfy the Medical Expense coverage requirement by submitting a certificate of insurance evidencing a separate policy if the separate policy meets or exceeds the required limits and covers medical costs for any injured party in addition to Event participants.

d. Umbrella (Excess) Liability:

Umbrella (excess) Liability	\$6,000,000 per occurrence
	\$6,000,000 aggregate

(i) The Umbrella Liability insurance shall provide coverage excess of Company's Commercial General Liability and Auto Liability Coverages, including the amendments stated above.

e. Professional Liability (if providing professional services such as medical).

Combined Single Limit	\$1,000,000 each accident
	\$3,000,000 aggregate

(i) Coverage must remain in effect for a period of not less than two years beyond the termination date of this Agreement.

(ii) If a claims-made form is used and a change of insurer occurs during the term of this Agreement, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two years, if the replacement insurer will not preserve the original retroactive date.

(iii) Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

(iv) Applicant may satisfy this par. (e) by submitting a certificate of insurance, by September 4, 2026, demonstrating that Applicant's contracted medical services provider has insurance coverage that meets these insurance requirements.

G. Compliance with Laws. Company shall comply with all state and federal laws, rules, regulations, and orders and all City ordinances, rules, regulations, permits, and orders (collectively “Laws”).

II. CITY RESPONSIBILITIES

A. Permit Application Review. The Commissioner shall grant or deny the Application by September 4, 2026. Issuance of a special event permit by the City shall be contingent upon Company satisfying its obligations under this Agreement.

B. City Services. If the Commissioner issues a special event permit, the City shall provide the following Event support:

1. The City, acting through MPD, shall provide police services pursuant to the terms of this Agreement and the Extra-Duty Letter of Agreement, as modified by this Agreement.
2. The City, acting through its DPW, shall provide Company with parking meter hooding; and temporary parking signs, which Company shall pay for pursuant to paragraph I.B.2.

III. GENERAL PROVISIONS

A. Term of Agreement. This Agreement is effective as of the above-referenced Effective Date and terminates upon performance of the Parties’ obligations under this Agreement.

B. Disclaimer. The City is in no way holding itself out as a sponsor, partner, organizer, or promoter of the Event and this Agreement shall not be construed to create such status. Company shall make no representations to that effect. Company is prohibited from identifying the City as a sponsor, partner, organizer, or promoter in any promotional materials and shall not use the City logo or seal in any materials to promote the Event.

C. Notices. All notices shall be in writing and deemed served upon depositing the same in the U.S. Postal Service as “Certified Mail, Return Receipt Requested,” addressed as follows:

To Company at:

Badgerland Striders Running Club
12650 Arden Place
Butler, WI 53007
Attn: Rich Moore

To City (DPW) at:

Department of Public Works
841 N. Broadway, Room 501
Milwaukee, WI 53202
Attn: Commissioner

To City (MPD) at:
Milwaukee Police Department
Tactical Planning & Logistics
749 W. State Street
Milwaukee, WI 53233
Attn: Lt. Elizabeth Hallman

D. Assignability. This Agreement shall be binding upon the Parties, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned, sublet, or transferred by Company without the prior written consent of the City. If the City gives such consent, the terms and conditions of this Agreement shall bind the party to whom the Agreement is assigned, sublet, or transferred.

E. Records. The Company understands that the City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), the City may be obligated to produce, to a third party, records of the Company that are “produced or collected” by the Company under this Agreement (“Records”). The Company is further directed to Wis. Stat. §19.21, et. seq, for the statutory definition of Records subject to disclosure under this paragraph, and the Company acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, the Company is (1) obligated to retain Records for seven years from the date of the Record’s creation, and (2) produce such Records to the City if, in the City’s sole determination, the City is required to produce the Records to a third party in response to a public records request. The Company’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and the Company must defend and hold the City harmless from liability due such breach. The Company shall not charge the City for compliance with this Section.

F. Audit. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of Company’s records with respect to all matters covered by this Agreement and Company shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, and materials relating to all matters covered by this Agreement.

G. Conflict of Interest.

1. Interest in Agreement. No officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any of the matters to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

2. Interest of Other Local Public Officials. No member of the governing body of the City and no other public official of the City who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.

3. Interest of Company and Employees. Company covenants, acknowledges, and agrees that no person who exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. Company further

covenants and acknowledges that it has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance under this Agreement. Company further covenants that, in the performance of its obligations under this Agreement, no person having any such conflicting interest shall be employed.

H. Discrimination Prohibited. Company agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse of sexual assault, protective hairstyle, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories. The City and Company will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. Company agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.* Company will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

I. Termination and Effect of Termination.

1. Notice of Breach and Right to Cure. Except where immediate termination is provided for under the terms of this Agreement, if Company fails to comply with any of the terms or provisions of this Agreement, it shall cure or remedy such breach within five (5) working days of receipt of notice of breach from the City. If Company fails to cure the breach within five (5) working days, the City may immediately terminate this Agreement and revoke any special event permit issued pursuant to this Agreement.

2. Termination for Public Health or Safety. Notwithstanding Section III.I or any other provision of this Agreement, the City may immediately terminate this Agreement without notice and revoke any special event permit issued pursuant to this Agreement, effective immediately, at any time for reasons of public health or safety as deemed necessary by the Commissioner of Public Works or the Chief of Police, or their designees. The Parties agree and acknowledge that the City shall in no way be responsible for any damages, whether direct, indirect, special, consequential, or otherwise, alleged by Company in consequence of termination under this section, provided that if termination occurs prior to the date of the Event, the City shall refund payments made for police services and DPW costs under the terms of Section I.B.

3. Termination Due to Insolvency. City may, in its sole discretion, terminate the Agreement immediately upon: (i) termination or suspension of Company's business; (ii) insolvency or filing of a voluntary or involuntary petition in bankruptcy; (iii) appointment of a receiver, assignee or other liquidating officer for all or substantially all of Company's assets; or, (iv) any assignment of any portion of Company's assets for benefit of creditors.

4. Survival. Sections I.B, I.D, I.E.2.e.1, III.C, III.D, III.E, III.I.4, III.J, III.K, III.L, III.M, III.N, and any other section(s) which by its/their meaning is/are implied to survive termination shall continue in force and effect following the termination or expiration of this Agreement.

J. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to the principles of conflict of law. Any litigation relating to the formation, interpretation, or alleged breach of this Agreement must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin and Company consents to the jurisdiction of such courts.

K. Severability. If any term of this Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent possible, any invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by City. If such invalid or unenforceable term has a material and adverse effect on a party and a valid and enforceable replacement that comes closest to expressing the intention of such invalid or unenforceable term as determined by City cannot be created, the party materially and adversely impacted shall be allowed to terminate the Contract with 5 business days advanced notice. Should any local, state or national regulatory authority having jurisdiction over City impose a valid and enforceable order upon City which has the effect of changing or superseding any term or condition of the Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, the Agreement shall remain in effect and be modified or terminated in the manner provided for by this Section.

L. Entire Agreement/Amendment. This Agreement sets forth all of the covenants, provisions, agreements, conditions, and understandings between the Parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth. This Agreement may not be modified orally or in any other manner other than by agreement, in writing, signed by the Parties.

M. Waiver. Nothing in this Agreement shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which City is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind City.

N. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered to be one and the same agreement, and shall become effective on the date indicated after one or more counterparts have been signed by each of the parties and delivered to the other party.

O. Independent Contractors. The Company is an independent contractor, and neither the Company, nor its officers, employees or agents are employees of the City, nor are they entitled to

any fringe benefits or any other benefits to which the City's employees are entitled to or are receiving. The City and Company form no joint venture or partnership under this Contract.

Signature page follows

IN WITNESS WHEREOF, The Parties have executed this Agreement the day and year as set forth above.

CITY OF MILWAUKEE

BADGERLAND STRIDERS, INC.

By: _____
Commissioner of Public Works

By: _____

Printed Name: _____

Title: _____

By: _____
Chief of Police (or Designee)

Approved as to form, execution, and content this ____ day of _____, 2026.

Assistant City Attorney

EXHIBIT A

Milwaukee Police Department
Extra-Duty Employment Statement of Intent

EXHIBIT B

**Milwaukee Police Department
Extra-Duty Letter of Agreement**