



VILLAGE OF KIMBERLY, WI
NOTICE OF VILLAGE BOARD MEETING

DATE: Monday, March 3, 2025
TIME: 5:00pm
LOCATION: Village Hall, Rick J. Hermus Council Chambers
515 W. Kimberly Ave.
Kimberly, WI 54136

Notice is hereby given that a Village Board meeting will be held on Monday, March 3, 2025 at the Village Hall. This meeting is open to the public.

- 1) Call to Order
- 2) Roll Call
- 3) Moment of Silent Reflection, Pledge of Allegiance
- 4) President's Remarks
- 5) Approval of Minutes of the 02/17/2025 meeting
- 6) Unfinished Business
 - a) None
- 7) New Business for Consideration or Action
 - a) Change Order #2 to MCC, Inc. in the amount of \$26,150.00 for the 2023 Grading & Graveling Blue Development project
 - b) Certificate for Payment #5 to MCC, Inc. in the amount of \$71,498.01 for the 2023 Grading & Graveling Blue Development project
 - c) Change Request #4 to SMA Construction Services in the amount of \$823.92 for the Kimberly Street & Parks Dept. Building
 - d) Change Request #5 to SMA Construction Services in the amount of \$138,092.18 for the Kimberly Street & Parks Dept. Building
 - e) Site & Architectural Review- Goly & Eve Puerto Rican Restaurant located at 114 S. John Street
 - f) Alarm Dialer Upgrade- Roger Street Lift Station
 - g) Special Event Permitting Process
- 8) Public Participation
- 9) Closed Session

The village board will meet pursuant to State Statute 19.85 (1)(e) to discuss the acquisition of property located in TID No. 6. The board will also discuss a services contract as allowed under Sec. 19.85 (1)(e).

The board may reconvene into open session pursuant to section 19.85(2) of the Wisconsin Statutes for possible action on the closed session matters.

10) Possible Action on Closed Session matters

11) Adjournment

Village Board Meeting Virtual Attendance Information

Mar 3, 2025

5:00 – 5:30 PM (America/Chicago)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/839929757>

You can also dial in using your phone.

Access Code: 839-929-757

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

Any person wishing to attend the meeting who because of their disability is unable to attend, is requested to contact the ADA Coordinator at 920-788-7500 at least 48 hours prior to the meeting so that reasonable accommodation may be made.

**VILLAGE OF KIMBERLY
BOARD MEETING MINUTES
02/17/2025**

A meeting of the Village Kimberly Board was called to order on Monday, February 17, 2025 at 5:00pm in the Rick J. Hermus Council Chambers, 515 W. Kimberly Ave by President Chuck Kuen.

Board Present: President Chuck Kuen, Trustees Lee Hammen, Norb Karner, Marcia Trentlage, Dave Hietpas, Mike Hruzek and Tom Gaffney
Board Excused: None
Staff Present: Clerk Treasurer Jennifer Weyenberg, Administrator/Public Works Director Danielle Block, Community Enrichment Director Holly Femal, Police Chief Dan Meister, Community Development Director Sam Schroeder, and Library Director Holly Selwitschka

President's Remarks

President Kuen wanted to thank the crew that kept the streets clear from the snowstorm over the weekend.

Approval of Minutes from the 02-10-2025 Meeting

Trustee Hammen moved, Trustee Trentlage seconded the motion to approve the Village Board minutes from 02-10-2025. Motion carried by unanimous vote of the board.

Appointments to the Community Development Authority

Trustee Trentlage moved, Trustee Hammen seconded the motion to approve appointing President Chuck Kuen (term ending April 2026), Trustee Norb Karner (term ending April 2025), Kelly Davies (term ending April 2027), Brad Lamers (term ending April 2027) and Tim Wyngaard (term ending April 2028) to the Community Development Authority. Motion carried by unanimous vote of the board.

Unfinished Business

None

New Business

Approve Bills & Claims from 01/01/2025-02/13/2025 in the amount \$6,109,381.53

Trustee Karner moved, Trustee Hammen seconded the motion to approve the bills and claims from January 1, 2025 through February 13, 2025. Motion carried by unanimous vote of the board.

Receive Minutes of Boards and Commissions

Water Commission minutes from 01/14/25 and Library Board minutes from 11/18/24. There was no discussion or action taken on these items, the minutes will be filed as presented.

Reports

The reports from the Chief of Police, Administrator-DPW Director, Community Development Director, Community Enrichment Director, Library Director, and Clerk-Treasurer were presented. The reports are on file with the Village Clerk's Office.

Public Participation

None

Closed Session

Trustee Hammen moved, Trustee Karner seconded the motion to enter closed session pursuant to State Statute 19.85 (1)(e) to deliberate the purchase of property and investment of funds located in TIF District No. 6. Motion carried by unanimous vote of the board at 5:12pm

Trustee Hammen moved, Trustee Gaffney seconded the motion to reconvene into open session. Motion carried by unanimous vote of the board at 5:40pm.

There was no action taken on closed session matters.

Adjournment

Trustee Hammen moved, Trustee Karner seconded the motion to adjourn. Motion carried by unanimous vote at 5:41pm.

Jennifer Weyenberg
Village Clerk-Treasurer

Dated 02/18/25

Drafted by: ELZ

Approved by Village Board: _____



February 20, 2025

MCC, Inc.
2600 N. Roemer Road
PO Box 1137
Appleton, WI 54912-1137

Re: Village of Kimberly
2023 Grading & Graveling | The Blue Development
Change Order #2
McM. No. K0001-09-21-00400.02

Enclosed herewith is Change Order #2 for the above referenced project. This change is an increase to the Contract in the amount of \$26,150.00. The current Contract Price is \$1,015,025.32.

Please review and sign in the space provided. **Return a signed copy to our office.** We will obtain the Owner's signature and distribute accordingly.

Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, reading "Brad Werner".

Brad D. Werner, P.E.
Vice President/ Sr Municipal Engineer

BDW:car

Enclosure: Change Order #2



1445 MCMAHON DRIVE P.O. BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

CHANGE ORDER

Contract No.	K0001-09-21-00400.02
Project File No.	K0001-09-21-00400.02
Change Order No.	Two (2)
Issue Date:	February 20, 2025
Project:	Village of Kimberly The Blue Dev. 2023 Grading & Graveling Railroad Street Rear Yard Drain Ditch

	(Item Description)	(Price)
2.1	Add Railroad Street Rear Yard Drainage Ditch (See Attached Request For Quote Form)	+ \$26,150.00
	TOTAL	+ \$26,150.00

	CONTRACT PRICE	TIME
Prior To This Change Order	\$988,875.32	- days
Adjustments Per This Change Order	+ \$26,150.00	0 days
Current Contract Status	\$1,015,025.32	- days

Authorized:
VILLAGE OF KIMBERLY
Wisconsin

By: _____
Date: _____

- Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution

CONTRACT No. K0001-0923-00574.02
REQUEST FOR QUOTE FORM
Village of Kimberly | Outagamie County, Wisconsin

RAILROAD STREET REAR YARD DRAINAGE DITCH

Item	Quantity / Unit	Description	Unit Price
1.	1 lump sum Per L.S.	Unclassified Excavation (Est. 183 C.Y.) <u>fourteen thousand six hundred thirty and 0/100</u> (words)	<u>\$14,630.00</u> (figures)
2.	500 sq. yds. Per S.Y.	4 Inch Topsoil WisDOT Seed Mix #30 / Class I Type B E-Mat <u>five thousand two hundred fifty and 0/100</u> (words)	<u>\$10.50</u> (figures)
3.	1 lump sum Per L.S.	8 Inch DR 18 PVC Extension with Apron Endwall <u>two thousand two hundred fifty and 0/100</u> (words)	<u>\$2,250.00</u> (figures)
4.	1 lump sum Per L.S.	Remove Fence Required to Install Item 3 (If Needed) <u>four hundred sixty and 0/100</u> (words)	<u>\$460.00</u> (figures)
5.	1 lump sum Per L.S.	New 30 Inch Diameter Yard Drain (If Needed) <u>three thousand five hundred sixty and 0/100</u> (words)	<u>\$3,560.00</u> (figures)

TOTAL (Items 1. through 5., inclusive)

*Attach proposed schedule and any bidding qualifications.



P.O. Box 1137
 2600 Roerner Road
 Appleton, WI 54912-1137
 Phone: 920-749-3360
 Fax: 920-380-9459

To:	Village Of Kimberly	Contact:	
Address:	515 W Kimberly Ave. Kimberly, WI 54136	Phone:	(920) 788-7500
		Fax:	(920) 788-9723
Project Name:	Kimberly - Railroad Street Rear Yard Ditch	Bid Number:	RL6110
Project Location:	Railroad Street, Kimberly, WI	Bid Date:	2/7/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Unclassified Excavation (Est. 183 C.Y.)	1.00	LS	\$14,630.00	\$14,630.00
2	4 Inch Topsoil WisDOT Seed Mix #30 / Class I Type B-Mat	500.00	SY	\$10.50	\$5,250.00
3	8 Inch DR 18 PVC Extension With Apron Endwall	1.00	LS	\$2,250.00	\$2,250.00
4	Remove Fence Required To Install Item 3 (If Needed)	1.00	LS	\$460.00	\$460.00
5	New 30 Inch Diameter Yard Drain (If Needed)	1.00	LS	\$3,560.00	\$3,560.00

Total Bid Price: \$26,150.00

Notes:

- Should the buyer order any change in the work to be performed as outlined in this proposal, the Contractor reserves the right to adjust the total price accordingly.
- It is agreed that the estimate of quantities contained within this proposal are approximate and that final payment will be based on the actual measured quantities furnished, times the unit price provided.
- Acceptance of this proposal shall only be valid upon credit approval, and returning the signed and dated copy to us within 10 days.

Payment Terms:

Payment Terms: Payment Due Upon Completion

CONSTRUCTION LIEN

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, MCC, INC. HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THAT LAND AND ON THE BUILDINGS ON THAT LAND IF THEY ARE NOT PAID FOR SUCH LABOR OR MATERIALS. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO MCC, INC. ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

CONTINGENCY

PERFORMANCE OF THIS CONTRACT IS CONTINGENT UPON STRIKES, LABOR TROUBLE, ACCIDENTS AND OTHER CAUSES OF LIKE CHARACTER BEYOND OUR CONTROL.

CREDIT

IF THE AMOUNT OF THIS CONTRACT IS NOT PAID IN ACCORDANCE WITH THE TERMS STATED THEREIN, A FINANCE CHARGE OF 1 1/2% PER MONTH SHALL BE CHARGED ON THE UNPAID BALANCE.

OWNER OR CONTRACTOR AGREES IF THIS CONTRACT IS NOT PAID AS AGREED, TO PAY ALL COLLECTION COSTS IN ADDITION TO THE FOREGOING, A REASONABLE ATTORNEY'S FEE OR IF SUIT SHALL BE BROUGHT TO COLLECT ANY PRINCIPAL OR INTEREST ON THIS CONTRACT. THE UNDERSIGNED PROMISES TO PAY IN ADDITION THE COURT COSTS PROVIDED BY LAW, A REASONABLE SUM AS ATTORNEY'S FEES. FOR VALUE RECEIVED EACH AND EVERY PARTY WHO SIGNS AND ENDORSES FOR OWNER OR CONTRACTOR OR BECOMES LIABLE EITHER NOW OR HEREAFTER FOR THE PAYMENT OF THIS CONTRACT SEVERALLY WAIVES PRESENTMENT, DEMAND, PROTEST, AND NOTICE OR NON-PAYMENT HEREOF. BINDS HIMSELF HEREON NOT-WITHSTANDING ANY EXTENSION THAT MAY BE MADE TO ANY PARTY LIABLE ON THIS NOTE. IF NOT PAID WHEN DUE, THEN THE ABOVE PROVISIONS CONCERNING ATTORNEY'S FEES SHALL BECOME APPLICABLE.

EXCAVATOR TO FURNISH AND INSTALL COMPACTED GRAVEL BASE WITHIN .1' (ONE-TENTH OF A FOOT) IN ALL ASPHALT AREAS.

**APPLICATION
FOR PAYMENT**

(Owner)

VILLAGE OF KIMBERLY

ATTN: DANIELLE BLOCK : ADMIN / DPW

515 W KIMBERLY AVE

KIMBERLY, WI 54136

PROJECT:

THE BLUE DEVELOPMENT

CONTRACTOR

MCC, Inc.

Contract No.

K0001-09-21-00400.02

Project No.

K0001-09-21-00400.02

Application No.

5

Application Date

2/20/2025

Period From

12/1/2023 To 4/30/24

Application Is Made For Payment In Connection With The Above Contract.

The following documents are attached:

- ☐ Schedule Of Values
☐ Schedule Of Unit Prices
☐ Inventory Of Stored Materials

The Present Status Of The Account For This Contract Is As Follows:

Original Contract	<u>\$973,079.51</u>
Net Change Orders	<u>\$41,945.81</u>
Current Contract Amount	<u>\$1,015,025.32</u>

Completed To Date	<u>\$988,875.32</u>
Retainage <u>2.5</u> %	<u>\$24,721.88</u>
Subtotal	<u>\$964,153.44</u>
Previous Applications	<u>\$892,655.43</u>

Amount Due This Application:**\$71,498.01**

The undersigned Contractor hereby swears, under penalty of perjury, that (1 All previous progress payments received from the Owner, on account of work performed under the contract referred to above, have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications For Payment under said contract, being Applications For Payment numbered 1 through 2 inclusive; and 2) All materials and equipment incorporated in said project or otherwise listed in or covered by this Application For Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated FEBRUARY 20 20 25

MCC, Inc.

(contractor)

By

Joyce A. Murphy Stearns V.P.

(name & title)

COUNTY OF Outagamie

STATE OF } ss

Before me on this 20 day of FEBRUARY 20 25 Personally appeared Joyce Murphy Stearns

known to me, who being duly sworn, did depose and say that he/she is the

Vice President

of the Contractor above mentioned; that he/she

(title)

executed the above Application For Payment and statement on behalf of said Contractor, and that all of the statements contained therein are true, correct and complete.

My Commission Expires: 01/09/2027

(Notary Public)

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMahon Drive P.O. Box 1025
Neenah, WI 54956 Neenah, WI 54957-1025
Telephone: (920) 751-4200
FAX: (920) 751-4284

APPLICATION FOR PAYMENT

(Owner)

Village of Kimberly

Attn: Maggie Mahoney, Administrator

515 W Kimberly Ave

Kimberly, WI 54136

Danielle Block, Administrator/DPW

PROJECT:

THE BLUE DEVELOPMENT

CONTRACTOR

MCC, Inc.

Contract No.

K0001-09-21-00400.02

Project No.

K0001-09-21-00400.02

Application No.

5

Application Date

~~4/30/2024~~ 2/20/25

Period From

12/1/2023 To 4/30/2024

Application Is Made For Payment In Connection With The Above Contract.

The following documents are attached:

- ☐ Schedule Of Values
- ☐ Schedule Of Unit Prices
- ☐ Inventory Of Stored Materials

The Present Status Of The Account For This Contract Is As Follows:

Original Contract	\$973,079.51
Net Change Orders	41,945.81 \$75,272.60
Current Contract Amount	\$1,048,352.11
	<i>1,015,025.32</i>

Completed To Date	\$988,875.32
Retainage 2.5 %	\$24,721.88
Subtotal	\$964,153.44
Previous Applications	\$892,655.43

Amount Due This Application:

\$71,498.01

The undersigned Contractor hereby swears, under penalty of perjury, that (1 All previous progress payments received from the Owner, on account of work performed under the contract referred to above, have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications For Payment under said contract, being Applications For Payment numbered 1 through 3 inclusive; and 2) All materials and equipment incorporated in said project or otherwise listed in or covered by this Application For Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated October 31 20 23

MCC, Inc.

(contractor)

By

Jayce A. Murphy Stearns
(name & title)

COUNTY OF Outagamie

STATE OF

} ss

Before me on this 31 day of October 20 23 Personally appeared

known to me, who being duly sworn, did depose and say that he/she is the

Vice President

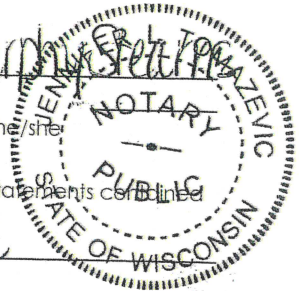
(title)

of the Contractor above mentioned; that he/she

executed the above Application For Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission Expires: 01/09/2027

James H. Romagosa
(Notary Public)



FINAL QUANTITIES

VILLAGE OF KIMBERLY
2023 Grading & Graveling] The Blue Development
Contract No. K0001-09-21-00400.02

Engineer: MCMAHON ASSOCIATES, INC.
1445 McMahon Drive
PO Box 1025
Neenah, WI 54956 / 54957-1025

MCC, INC.
2600 N. Roemer Road
PO Box 1137
Appleton, WI 54912-1137

STREET GRADING & GRAVELING

Item	Description	Qty	Unit
1.	Mobilization, Insurance, and Bonding	1	L.S.
2.	Common Excavation	1	L.S.
3.	Excavation Below Subgrade	200	C.Y.
4.	New Base Aggregate Dense 1-1/4 Inch	3,250	TON
5.	Place 12 Inch Layer of Salvaged Base Course	4,000	S.Y.
6.	Preliminary Grading and Shaping of Street Terraces and Utility Easements (Est. 11,225 S.Y.)	1	L.S.
7.	Final Grading / Pulverizing / Seeding Terraces and Utility Easements (Est. 11,225 S.Y.)	1	L.S.
8.	E-Mat Terraces	4,770	S.Y.
9.	Grade / Pulverize / Seed / Mulch Private Developed Areas (Est. 37,365 S.Y.)	1	L.S.
10.	Inlet Protection	1	L.S.
11.	Silt Fence	2,666	L.F.

SUB-TOTAL (Items 1. through 11., Inclusive)

Bid Quantities		Final Quantities	
Unit Price	Total	Qty	Total
\$20,000.00	\$20,000.00	1.00	\$20,000.00
\$59,825.00	\$59,825.00	1.00	\$59,825.00
\$13.50	\$2,700.00	882.10	\$11,908.35
\$13.40	\$43,550.00	0.00	\$0.00
\$4.20	\$16,800.00	0.00	\$0.00
\$4,642.99	\$4,642.99	1.00	\$4,642.99
\$11,116.82	\$11,116.82	1.00	\$11,116.82
\$1.15	\$5,485.50	0.00	\$0.00
\$20,560.00	\$20,560.00	1.00	\$20,560.00
\$3,192.00	\$3,192.00	1.00	\$3,192.00
\$2.00	\$5,332.00	2,100.00	\$4,200.00
\$193,204.31		\$135,445.16	

PAPERMILL RUN TRAIL

Item	Description	Qty	Unit
12.	Mobilization, Insurance, and Bonding	1	L.S.
13.	Clearing and Grubbing (Est. 3 Acres)	1	L.S.
14.	Common Excavation	1	L.S.
15.	Geotechnical Engineer / Letter of Opinion	1	L.S.
16.	Excavation Below Subgrade	200	C.Y.
17.	12 Inch SDR 35 PVC Storm Sewer	26	L.F.
18.	36 Inch Diameter Storm Catch Basin and Casting	1	Ea.
19.	New Base Aggregate Dense 1-1/4 Inch	750	TON
20.	6 Inch Layer of Salvaged Base Course	2,000	S.Y.
21.	5 Inch Thickened Edge Concrete Trail	4,615	S.F.
22.	Adjustment of Sanitary/Storm Manholes Shown on Plans	27,816	S.F.
23.	4 Inch Pulverized Topsoil, No-Mow Fescue Seed, Fertilizer and E-Mat (Est. 2,560 S.Y.)	1	L.S.
24.	4 Inch Pulverized Topsoil, Seed Mix #4, Fertilizer and E-Mat (Est. 525 S.Y.)	1	L.S.
25.	6 Inch Pulverized Topsoil, Rye Seed, and E-Mat (Est. 2,975 S.Y.)	1	L.S.
26.	Pulverize / Seed / Mulch / Adjacent to Trail Easement (Est. 2,775 S.Y.)	1	L.S.
27.	Silt Fence	2,750	L.F.
28.	Medium Rip Rap	15	TON
29.	Furnish and Install Trail Railing	710	L.F.
30.	Install 2' x 2' Limestone	150	L.F.

SUB-TOTAL (Items 11. through 31., Inclusive)

Bid Quantities		Final Quantities	
Unit Price	Total	Qty	Total
\$20,000.00	\$20,000.00	1.00	\$20,000.00
\$14,500.00	\$14,500.00	1.00	\$14,500.00
\$15,500.00	\$15,500.00	1.00	\$15,500.00
\$6,325.00	\$6,325.00	1.00	\$6,325.00
\$13.50	\$2,700.00	40.00	\$540.00
\$95.00	\$2,470.00	0.00	\$0.00
\$3,500.00	\$3,500.00	0.00	\$0.00
\$14.40	\$10,800.00	0.00	\$0.00
\$2.60	\$5,200.00	2,000.00	\$5,200.00
\$6.71	\$30,966.65	4,615.00	\$30,966.65
\$7.00	\$194,712.00	27,816.00	\$194,712.00
\$15,000.00	\$15,000.00	1.00	\$15,000.00
\$5,660.00	\$5,660.00	1.00	\$5,660.00
\$1,575.00	\$1,575.00	1.00	\$1,575.00
\$28,330.00	\$28,330.00	1.00	\$28,330.00
\$5,550.00	\$5,550.00	1.00	\$5,550.00
\$2.25	\$6,187.50	2,600.00	\$5,850.00
\$41.00	\$615.00	0.00	\$0.00
\$68.70	\$48,777.00	710.00	\$48,777.00
\$52.00	\$7,800.00	162.00	\$8,424.00
\$426,168.15		\$406,909.65	

FINAL QUANTITIES

VILLAGE OF KIMBERLY
2023 Grading & Graveling | The Blue Development
Contract No. K0001-09-21-00400.02

Engineer: McMAHON ASSOCIATES, INC.
1445 McMahon Drive
PO Box 1025
Neenah, WI 54956 / 54957-1025

MCC, INC.
2600 N. Roemer Road
PO Box 1137
Appleton, WI 54912-1137

POND CONSTRUCTION

Item	Description	Qty	Unit
32.	Mobilization, Insurance, and Bonding	1	L.S.
33.	Common Excavation	1	L.S.
34.	Haul Contaminated Soils to Outagamie County Landfill	2,904	TON
35.	24 Inch Clay Liner	1,800	S.Y.
36.	Geotechnical Engineer / Letter of Opinion	1	L.S.
37.	36 Inch Class III RCP Storm Sewer with Joint Ties	101	L.F.
38.	Slurry Backfill 36 Inch Storm Outfall Per Plan Detail	1	L.S.
39.	36 Inch RCP Apron Endwall with Trash Guard	2	EA.
40.	Storm Manhole A	1	L.S.
41.	Outlet Structure with Trash Racks	1	L.S.
42.	Medium Rip Rap	80	TON
43.	12 Inch Pulverized Topsoil for Safety Shelf (Est. 1,768 S.Y.)	1	L.S.
44.	6 Inch Pulverized Topsoil, Seed, E-mat for Prairie Areas (Est. 4,855 S.Y.)	1	L.S.
45.	Pulverize Existing Soil / Rye Seed / E-Mat (Est. 3,165 S.Y.)	1	L.S.
46.	Final Deconsolidation of Safety Shelf Topsoil	1	L.S.
47.	Final Deconsolidation of Prairie Area Topsoil	1	L.S.
48.	Pond Erosion Control (Est. Silt Fence 1,505 L.F.)	1	L.S.

SUB-TOTAL (Items 32. through 48., Inclusive)

TOTAL CONTRACT

EXTRA

Item	Description	Qty	Unit
1.1	Place 12 Inch Layer of Salvaged Base Course	0	S.Y.

SUB-TOTAL (Items 32. through 48., Inclusive)

TOTAL CONTRACT

Bid Quantities		Final Quantities	
Unit Price	Total	Qty	Total
\$20,000.00	\$20,000.00	1.00	\$20,000.00
\$150,925.00	\$150,925.00	1.00	\$150,925.00
\$7.70	\$22,360.80	6,273.30	\$48,304.41
\$15.00	\$27,000.00	1,285.00	\$19,275.00
\$8,290.00	\$8,290.00	1.00	\$8,290.00
\$345.00	\$34,815.00	101.00	\$34,815.00
\$3,000.00	\$3,000.00	1.00	\$3,000.00
\$5,000.00	\$10,000.00	2.00	\$10,000.00
\$9,800.00	\$9,800.00	1.00	\$9,800.00
\$20,500.00	\$20,500.00	1.00	\$20,500.00
\$25.00	\$2,000.00	52.89	\$1,322.25
\$8,615.00	\$8,615.00	1.00	\$8,615.00
\$28,665.00	\$28,665.00	1.00	\$28,665.00
\$6,500.00	\$6,500.00	1.00	\$6,500.00
\$300.00	\$300.00	1.00	\$300.00
\$550.00	\$550.00	1.00	\$550.00
\$3,386.25	\$3,386.25	1.00	\$3,386.25

\$353,707.05

\$973,079.51

Bid Quantities		Final Quantities	
Unit Price	Total	Qty	Total
\$8.84	\$0.00	8,515.00	\$75,272.60
	\$0.00		\$75,272.60
	\$973,079.51		\$988,875.32



CHANGE REQUEST

NUMBER: 4 R1

TO: Trevor Frank, AIA
Short Elliot Hendrickson Inc.

Job: 24020 - VoK Street and Parks Department
Date: 2.26.2025

CC: Stephanie Abhold

DESCRIPTION: CB #4 - Revised - HB2 Change Only

EGI - Attached
No changes to Trench Drains. HB2 Change Only

\$784.29

HB = Hose Bib. This is for a modification to the originally selected
hose bibs. Based on the mounting required.

Subtotal: \$784.29
Mark-up: \$27.45
Bond: \$12.18

Requesting CONTRACT TIME increase / decrease by NA.

TOTAL: \$823.92

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

Kevin Winkler
SMA Construction Services

BY: Kevin Winkler

Date: 2.26.2025

ACCEPTED BY ARCHITECT

Trevor Frank, AIA
Short Elliot Hendrickson Inc.

BY: 

Date: 2/26/2025

AUTHORIZED BY OWNER:

Danielle Block, P.E.
Village Of Kimberly

BY:

Date:



MECHANICAL INC.

CB# 4 Revised

Kimberly Street and Parks Department

2/24/2025

Subcontractor: EGI MECHANICAL INC.

Work performed: PENDING

Building worked in: _____

Date work performed: _____

Project details: Swap HB-2 Model 26 for Model V26 (17 Locations)

A. Labor/Insurance/Fringes/Taxes: \$78.73 total hrs: 2.72 \$ 214.15

B. Subsistence and travel: \$ - total days: 0 \$ -

C. Materials with tax: \$ 518.84 x tax rate NA \$ 518.84

D. Equipment rental: none \$ -

TOTAL COST OF A THRU D: \$ 732.99

E. Overhead & Profit on Self-Performed Work @ 7% \$ 51.31

Subtotal: \$ 784.29

F. Subcontracted Work:

\$ -

TOTAL SUBCONTRACTOR AMOUNT:

\$ -

G. Overhead & Profit on Subcontracted Work @ 3.5%

\$ -

Subtotal: \$ -

TOTAL: \$ 784.29

EGI MECHANICAL INC.

1000 East Pearl Street / PO Box 65 / Seymour, WI 54165

www.egimech.com

HB-2 Woodford Model 26
3/4" Propress 90
NEW - CB #4

QUAN	unit price	PRICE	unit labor	LABOR
	\$ -	\$ -		0
		\$ -		0
-17	\$ 49.87	\$ (847.79)	0.75	-12.75
-17	\$ 3.29	\$ (55.93)	0.16	-2.72
		\$ -		0.00
		\$ -		0.00
17	\$ 76.92	\$ 1,307.64	0.75	12.75
34	\$ 3.38	\$ 114.92	0.16	5.44
		\$ -		0
		\$ -		0
		\$ -		0
		\$ -		0
		\$ -		0
		\$ -		0
		\$ -		0
		\$ -		0
		\$ 518.84		2.72



ARCHITECT'S CONSTRUCTION BULLETIN

PROJECT:

Kimberly Street and Parks Department Facility

CONSTRUCTION BULLETIN NO.: 04

DATE OF ISSUANCE: December 30, 2024

OWNER: Village of Kimberly

PROJECT NO.: KIMBV 171196

TO: SMA Construction Services
201 W. Walnut St., Ste 301
Green Bay, WI 54303
920-438-3833 phone

This Construction Bulletin is issued for the purpose of investigating a potential change in the work. You are requested to review the proposed changes and advise this office of any change in the contract price incorporating any addition, deduction or no change that may result. If the proposed changes are to be made, a change order will be issued. Indicate change in Contract Time, if appropriate: _____. This is not a Change Order or direction to proceed with proposed changes.

DRAWING REVISIONS AND CLARIFICATIONS

Specifications: None

Drawings:

1. Sheet P103 – FOUNDATION PLAN - GARAGE

- a. RESIVE Trench Drain to TD-2.

2. Sheet P203 – FLOOR PLAN - GARAGE

- a. RESIVE Trench Drain to TD-2.

3. Sheet P413.1 – ISOMETRIC – SANITARY DWV – GARAGE

- a. REVISE plans to reflect changes in floor plan.

4. Sheet P600 – SCHEDULES

- a. REVISE TD-1 information.
- b. ADD TD-2 to Drain Schedule.

5. Sheet P601 – SCHEDULES

- a. REVISE HB-2 information.

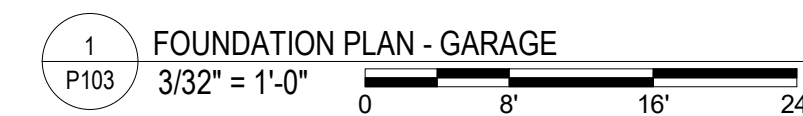
Attachments: P103, P203, P413.1, P600, P601.

[] Add or [] Deduct [] No Change \$ _____

Contractor Signature: _____

Company: _____ Date: _____

ISSUED BY: James Lynch, Architect

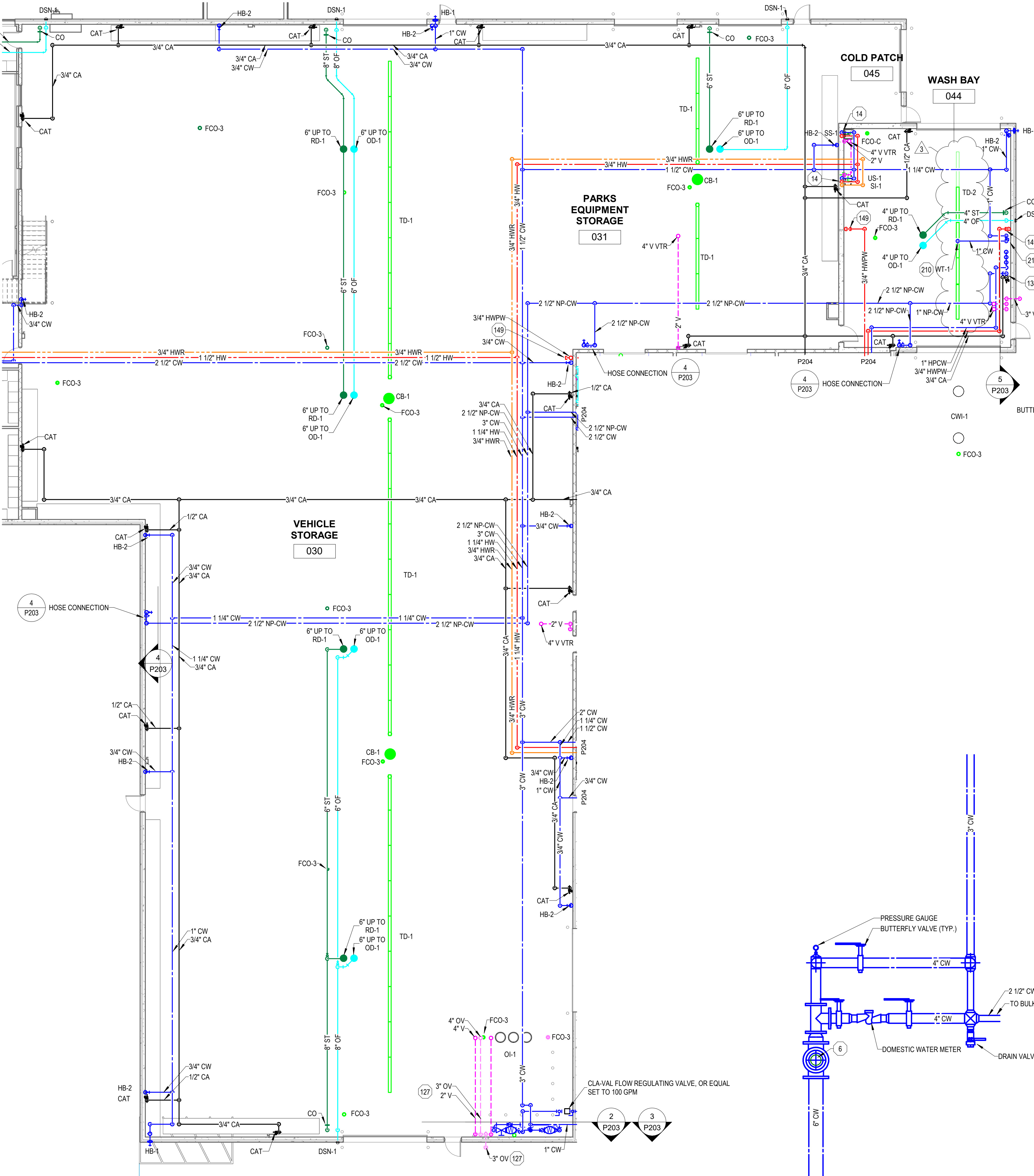
Project Owner

REVISION SCHEDULE		
REV. #	DESCRIPTION	DATE
1	ADDENDUM 2	04-29-2024
3	CB04	12-30-2021

P103

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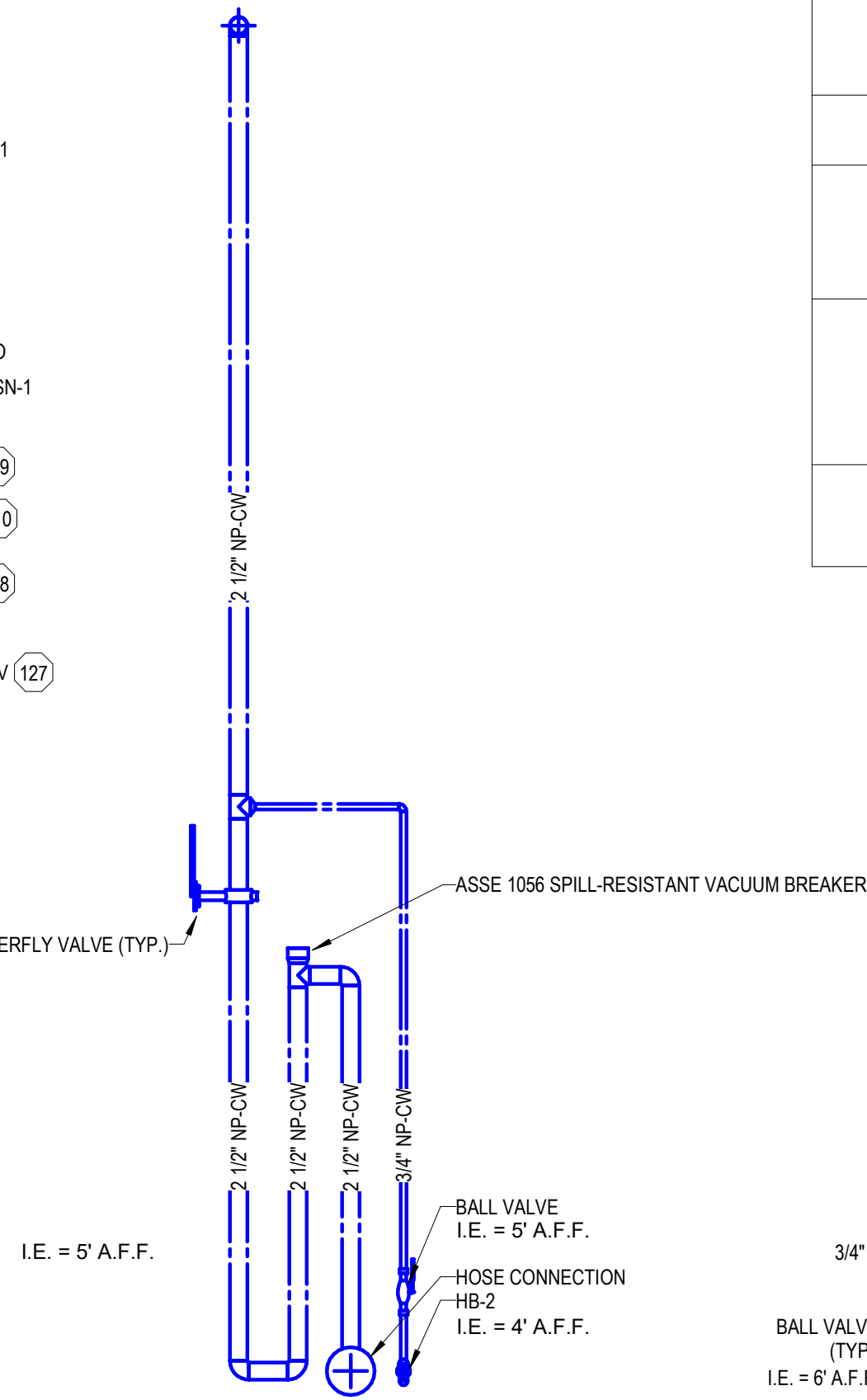
1 FIRST FLOOR PLAN - GARAGE
3/32" = 1'-0"

2 ELEVATION VIEW - WATER METER
1/2" = 1'-0"

3 ELEVATION VIEW - BULK WATER FILL
1/2" = 1'-0"

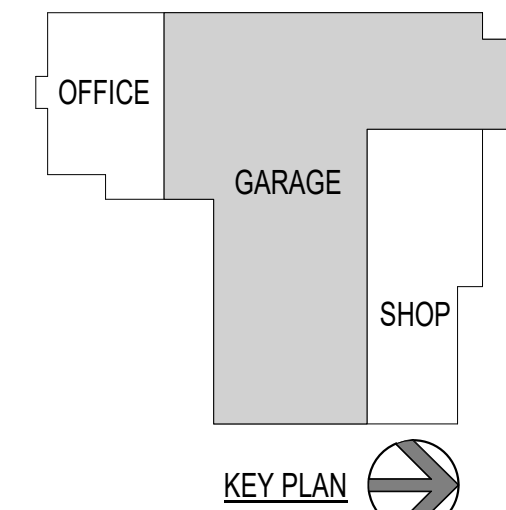
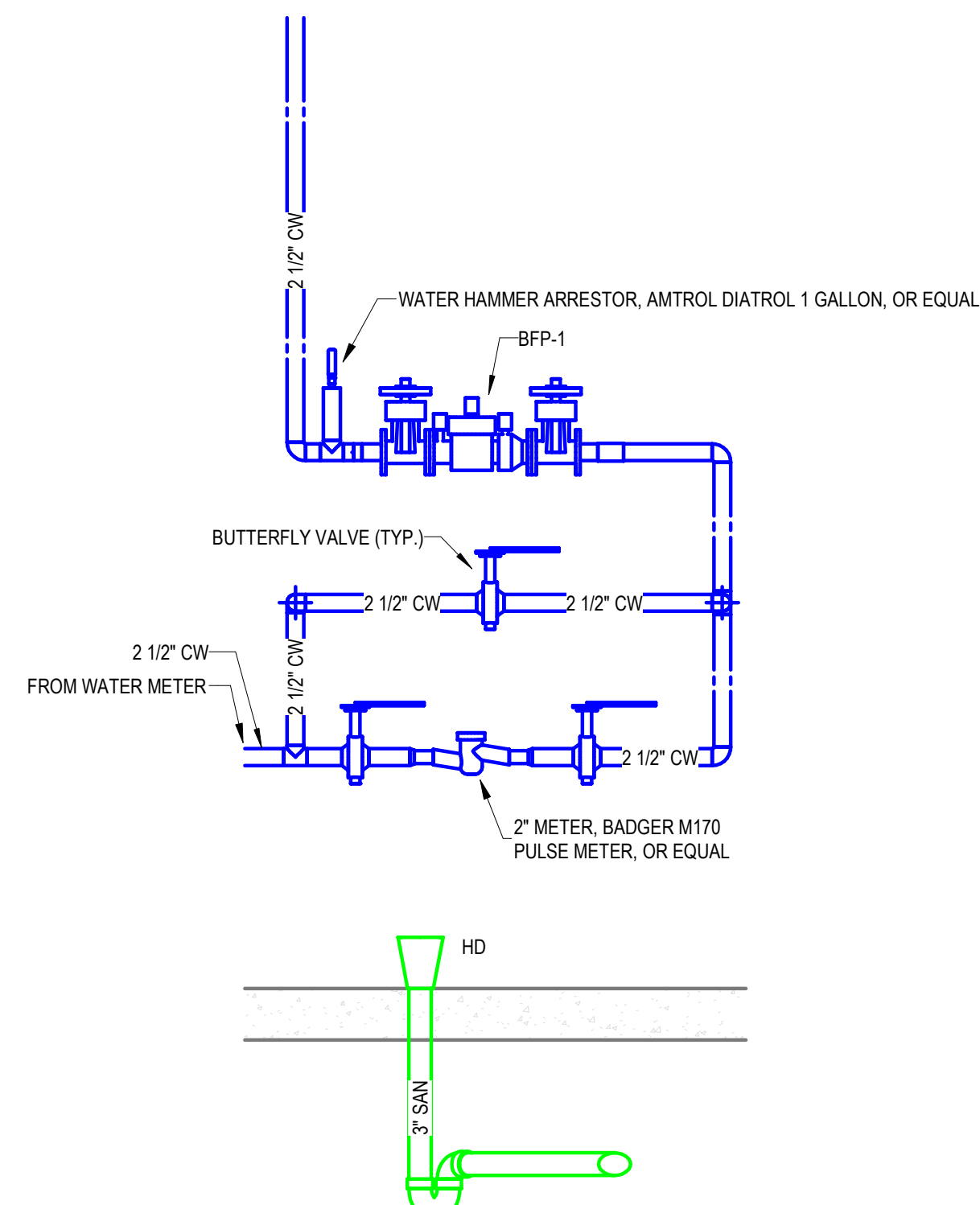
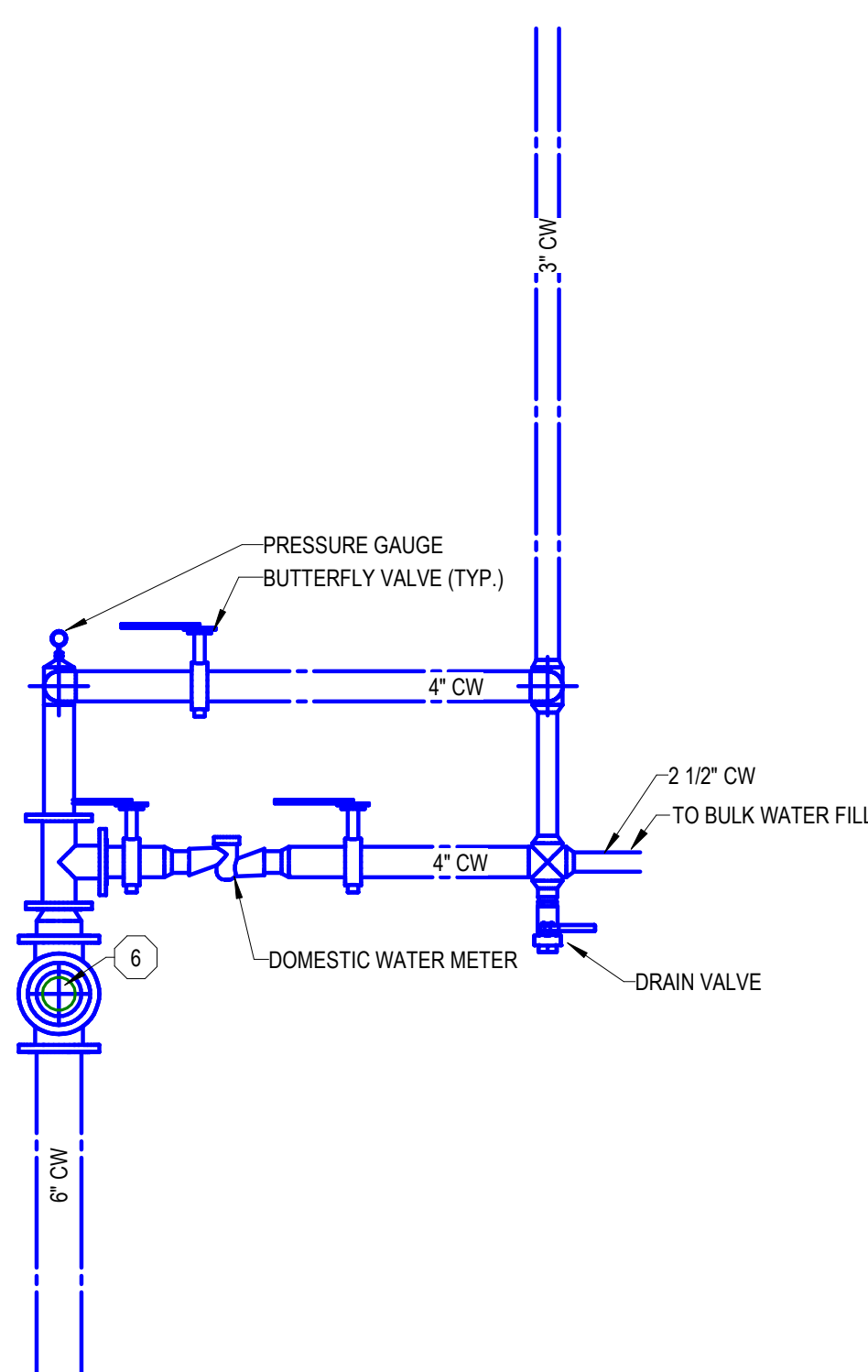
SHEET KEYNOTES

6	TERMINATE WATER PIPING 2 FEET ABOVE FINISH FLOOR FOR EXTENSION TO FIRE SPRINKLER'S SYSTEM. COORDINATE FINAL LOCATION, SIZE AND FITTING TYPE WITH FIRE SPRINKLER CONTRACTOR.
14	ROUTE WATER PIPING EXPOSED TIGHT TO INTERIOR SIDE OF THE WALL. PROVIDE U-STRUT CHANNEL AS REQUIRED. WATER PIPING SHALL BE INSULATED PER THE PLUMBING SPECIFICATIONS.
127	PROVIDE INTERCEPTOR AND VENT INSTALLATION PER SPS 382.34(8).
138	SOAP DISPENSER - PROVIDE COLD WATER AND COMPRESSED AIR CONNECTION 6" A.F.F. TO EXISTING SOAP DISPENSER EQUIPMENT. COORDINATE FINAL LOCATION, SIZE AND FITTING TYPE WITH OWNER.
149	HOT WATER PRESSURE WASHER - CAP PIPE 6" A.F.F. FOR CONNECTION BY EQUIPMENT INSTALLER. COORDINATE FINAL LOCATION, SIZE AND FITTING TYPE WITH OWNER, ARCHITECT AND HOT WATER PRESSURE WASHER INSTALLER.
210	OVERHEAD WASH - INSTALL GATE VALVE 6" A.F.F. PROVIDE THREADED PIPE TERMINATION WITH FLAT SPRAY NOZZLE 20' A.F.F.



4 ELEVATION VIEW - HOSE CONNECTION
1/2" = 1'-0"

5 ELEVATION VIEW - UNDERCARRIAGE WASHER MANIFOLD
1/2" = 1'-0"



ENGINEERING DESIGN BY
MSA
(800) 362-4505 • www.msa-ps.com

VILLAGE OF KIMBERLY
MUNICIPAL SERVICES CENTER

426 WEST KIMBERLY AVENUE
KIMBERLY, WISCONSIN 54136

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SEH Project
Checked By
Drawn By

KIMBY 171196
TTW
MBL

Project Status
FOR BIDS

Issue Date
03/01/2024

REVISION SCHEDULE		
REV. #	DESCRIPTION	DATE
1	ADDENDUM 2	04-29-2024
3	CB04	12-30-2021

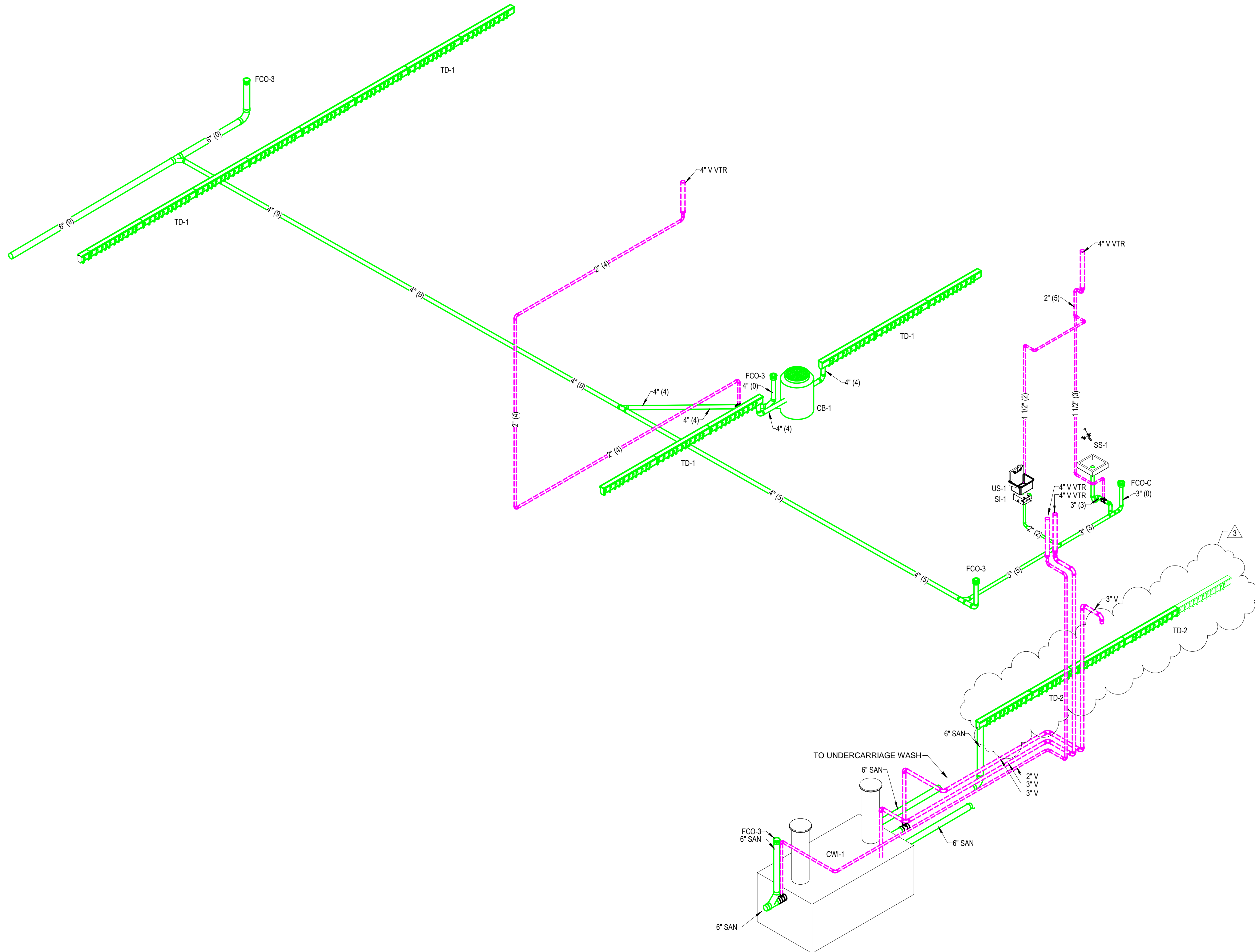
FLOOR PLAN - GARAGE

P203



Project Owner

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SANITARY ISOMETRIC NOTES

SEE FOUNDATION / FLOOR PLANS AND PLUMBING CONNECTION SCHEDULE ON SHEET P000 FOR DRAIN/ WASTE BRANCH PIPE SIZE TO FIXTURE.

ALL VENT PIPING SERVING INDIVIDUAL WATER CLOSETS WITH CARRIERS SHALL BE 2" UNLESS OTHERWISE NOTED.

ALL VENT PIPING SERVING INDIVIDUAL FIXTURES, OTHER THAN WATER CLOSETS WITH CARRIERS, SHALL BE 1 1/2" UNLESS OTHERWISE NOTED.

Project Owner

VILLAGE OF KIMBERLY
MUNICIPAL SERVICES CENTER

426 WEST KIMBERLY AVENUE
KIMBERLY, WISCONSIN 54136

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SEH Project KIMBV 171196
Checked By TTW
Drawn By MBL

Project Status Issue Date
FOR BIDS 03/01/2024

REVISION SCHEDULE		
REV. #	DESCRIPTION	DATE
3	CB04	12-30-2021

ISOMETRIC - SANITARY
DWV - GARAGE

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AIR TERMINATION SCHEDULE (CAT)

TAG	MANUFACTURER	MODEL	TYPE	APPLICATION	SIZE	SCFM FLOW	MAX. PSIG	QUICK DISCONNECT	MOUNT HEIGHT A.F.F.	NOTES
CAT	CAMPBELL HAUSFELD	PA211300AV	FILTER / REGULATOR	COMPRESSED AIR	1/2"	5	250	FEMALE 3/8"	(1)	-

- ACCEPTABLE MANUFACTURERS: CAMPBELL HAUSFELD, INGERSOLL RAND, MILTON.
(1) CONFIRM HEIGHT WITH OWNER PRIOR TO FINAL INSTALLATION.

BACKFLOW PREVENTER SCHEDULE (BFP)

TAG	MANUFACTURER	MODEL	LOCATION	GPM	MAX. PD. (PSI)	INDIRECT WASTE REQ'D	SIZE	MAX. OP TEMP. °F	VALVE TYPE	MAX. HAZARD	BFP/VB	APPLICATION	ASSE STD.	NOTES
1	ZURN	375AST	VEHICLE STORAGE 030	-	15.0	YES	2-1/2"	130	REDUCED PRESSURE	HIGH	CONTINOUS	BULK WATER STATION	1013	(1)(6)
2	ZURN	375AST	MECH. 050	-	15.0	YES	2-1/2"	130	REDUCED PRESSURE	HIGH	CONTINOUS	2-1/2" HOSE CONNECTION / HOT WATER PRESSURE WASHER(S) / UNDERCARRIAGE WASH	1013	(1)(6)

- ACCEPTABLE MANUFACTURERS: AMES, APOLLO, WATTS, ZURN/WILKINS.
(1) LEAD FREE BODY.
(6) PROVIDE AIR GAP FITTING.

CAR WASH INTERCEPTOR SCHEDULE (CWI)

TAG	MANUFACTURER	MODEL	TYPE	APPLICATION	SIZE L" x W" x H"	LIQUID CAPACITY (GALLONS)	INLET & OUTLET SIZE	NOTES
1	WIESER	WEHD2000	EXTERIOR	VEHICLE TRAFFIC AREAS	156" x 84" x 65"	2109	6"	(2)

- ACCEPTABLE MANUFACTURERS: WIESER
- FULLY RECESSED INTERCEPTORS TOPS FLUSH WITH FLOOR, PROVIDE EXTENSIONS AS REQUIRED AND ANCHOR FLANGE.
(2) PROVIDE COVER MH-1.

CIRCULATING PUMP SCHEDULE (CP)

TAG	MANUFACTURER	MODEL	APPLICATION	FLUID TEMP °F	GPM	HEAD (FT)	RPM	MOTOR H.P.	MOTOR WATTS	VOLTS / PHASE	FULL AMPS.	TYPE	NOTES
1	BELL & GOSSETT	ecodirc XL 40-200	DOMESTIC HOT WATER	120	50	40	2800	1	45-825	208 / 1	0.5-3.5	IN-LINE	(1)(5)

- ACCEPTABLE MANUFACTURERS: BELL & GOSSETT, GRUNDFOS, TACO.
- SEE ELECTRONICALLY CONTROLLED MAGNET MOTOR, MOTOR SPECIFICATIONS FOR MOTOR REQUIREMENTS.
- LEAD FREE BRONZE BODY. STAINLESS STEEL FLANGE WITH LINE CORD. THREE SPEED WITH CONSTANT PRESSURE.
- IN-LINE WET ROTOR CIRCULATION PUMPS DESIGNED SPECIFICALLY FOR QUIET OPERATION FOR DOMESTIC WATER SYSTEMS. 100% LEAD-FREE BRONZE OR STAINLESS STEEL BODIES.
(1) PROVIDE INLINE AQUASTAT TO SHUT OFF PUMP AT A 10 DELTA T TEMPERATURE DROP OF SUPPLY OUTLET TEMPERATURE.
(5) ELECTRONICALLY COMMUTATED MOTOR. MOTOR SPECIFICATIONS FOR MOTOR REQUIREMENTS.

CLEANOUT SCHEDULE

TAG	MANUFACTURER	MODEL	TYPE	APPLICATION	OUTLET SIZES	BODY MATERIAL	ACCESS COVER SIZE	ACCESS COVER MATERIAL	NOTES
CO	-	-	-	ABV. CLGS & EXPOSED PIPE	2" - 6"	PVC	-	-	(1)
ECO	ZURN	Z1402	EXTERIOR	PEDESTRIAN TRAFFIC AREAS	2" - 6"	CAST IRON	-	CAST IRON	(5)
FCO-S	ZURN	Z1400-SZ1	FLOOR	PEDESTRIAN TRAFFIC AREAS	2" - 6"	CAST IRON	6" x 6"	NICKEL BRONZE	(2)
FCO-C	ZURN	Z1400	FLOOR	PEDESTRIAN TRAFFIC AREAS	2" - 6"	CAST IRON	8" DIA	CAST IRON	-
FCO-HD	ZURN	Z1400-HD	INTERIOR	VEHICLE TRAFFIC AREAS	4" - 6"	CAST IRON	-	CAST IRON	-
VCO	ZURN	Z1402	EXTERIOR	VEHICLE TRAFFIC AREAS	4" - 6"	CAST IRON	-	CAST IRON	(5)(6)
WCO	ZURN	Z1469	WALL	WALL	2" - 6"	PVC	9" DIA	STAINLESS ST.	(3)
MH-1	NEENAH	R-1642-A	EXTERIOR	VEHICLE TRAFFIC AREAS	8" - 24"	CAST IRON	26" DIA	CAST IRON	(12)(18)

- ACCEPTABLE MANUFACTURERS: J.R. SMITH, WATTS, ZURN.
- RECESSED TAPER THREAD PLUG WITH SLOTTED RECESS.
(1) PROVIDE THREADED FEMALE ADAPTER WITH INTERNAL PLUG. ADAPTER MATERIAL SHALL MATCH PIPE MATERIAL TO WHICH CO IS BEING CONNECTED.
(2) PROVIDE CARPET MARKERS AS REQUIRED PER FLOOR TYPE.
(3) PROVIDE TEST/CLEANOUT TEE. THREADED PLUG WITH BRASS INSERT. MATERIAL SHALL MATCH PIPE MATERIAL TO WHICH TEE IS BEING CONNECTED.
(5) PROVIDE FROST SLEEVE.
(6) PROVIDE CONCRETE PAD FOR VEHICLE TRAFFIC.
(12) SEE DETAIL FOR MORE INFORMATION TO DETERMINE SIZE, MATERIAL AND OTHER BASIN REQUIREMENTS.
(18) INSIDE ACCESS SHALL BE GREATER THAN OR EQUAL TO 23".

DRAIN SCHEDULE

TAG	MANUFACTURER	MODEL	TYPE	APPLICATION	OUTLET SIZES	BODY MATERIAL	STRAINER TOP SIZE	STRAINER TOP MATERIAL	RIM HGT. A.F.F.	NOTES
FD-S	ZURN	Z415-SZ	FLOOR	PEDESTRIAN TRAFFIC AREAS	2" - 4"	CAST IRON	6" SQUARE	NICKEL BRONZE	-1/2"	(1)(8)
FD-C	ZURN	Z507	FLOOR	MECH. RM. JANITOR CLT.	2" - 4"	CAST IRON	7" DIA	CAST IRON	-1/2"	(1)(8)
FD-HD	ZURN	Z508	FLOOR	VEHICLE STORAGE AREAS	3" - 4"	CAST IRON	9" DIA	CAST IRON	-3/4"	(1)(9)
FD-HDSS	ZURN	Z1731	FLOOR	VEHICLE STORAGE AREAS	3" - 4"	STAINLESS ST.	9" DIA	STAINLESS ST.	-3/4"	(1)(9)
HD-1	ZURN	Z326	RECEPTOR	INDIRECT WASTE	2" - 4"	CAST IRON	4" DIA	BRONZE	3 3/4"	(2)
SD-1	ZURN	Z328	RECEPTOR	INDIRECT WASTE	2" - 4"	CAST IRON	4" DIA	NICKEL BRONZE	3 3/4"	-
SD-2	ZURN	Z415E-4	FLOOR / RECEPTOR	INDIRECT WASTE	2" - 4"	CAST IRON	7" DIA / 4" DIA	NICKEL BRONZE	3 3/4"	(1)(10)
TD-1	ZURN	Z-886-HD-DGE	FLOOR	VEHICLE TRAFFIC AREAS	4"-6"	CAST IRON	(11)	DUCTILE IRON	-1"	(11)
TD-2	ZURN	Z-882-CBF-BDE	FLOOR	VEHICLE TRAFFIC AREAS	6"	DUCTILE IRON	(11)	DUCTILE IRON	-1"	(11)
RD-1	ZURN	Z100-DP-EA	ROOF	INSULATED ROOF	3" - 8"	CAST IRON	12"	CAST IRON	-	(3)
OD-1	ZURN	Z100-DP-EA-W2	ROOF	INSULATED ROOF	3" - 8"	CAST IRON	12"	CAST IRON	-	(3)
DSN-1	ZURN	ZANB-199-SS	WALL	DOWNSPOUT NOZZLE	3" - 12"	NI. BRONZE	-	-	-	(4)
CB-1	NEENAH	R-2540	FLOOR	VEHICLE TRAFFIC AREAS	4" - 12"	CAST IRON	24"	CAST IRON	1"	(12)(18)

- ACCEPTABLE MANUFACTURERS: J.R. SMITH, WATTS, ZURN.
(1) PROVIDE FLASHING CLAMP FOR FLOORS WITH BUILDING STRUCTURE BELOW. SEE ARCHITECTURAL PLANS FOR LOCATIONS.
(2) RECEPTOR END SHALL BE ONE PIPE SIZE LARGER THAN TRAP SIZE.
(3) FOR NEW ROOFS PROVIDE ROOF DRAIN SUMP RECEIVER, UNDERDECK CLAMP, STATIC EXTENSION UP TO 4" AND ADJUSTABLE EXTENSION. THE ROOF DRAIN SHALL BE SET 1/2" LESS THAN INSULATION THICKNESS AT ROOF DRAIN. SEE ARCHITECTURAL ROOF PLANS FOR MORE INFORMATION.
(4) PROVIDE STAINLESS STEEL SCREEN.
(8) PROVIDE TRAPSEAL - RECTORSEAL SURE SEAL
(9) PROVIDE SEDIMENT BUCKET.
(10) PROVIDE FUNNEL.
(11) SEE PLAN FOR MORE INFORMATION TO DETERMINE LENGTH REQUIREMENTS.
(12) SEE DETAIL FOR MORE INFORMATION TO DETERMINE SIZE, MATERIAL AND OTHER BASIN REQUIREMENTS.
(18) INSIDE ACCESS SHALL BE GREATER THAN OR EQUAL TO 23".



Project Owner

VILLAGE OF KIMBERLY
MUNICIPAL SERVICES CENTER
426 WEST KIMBERLY AVENUE
KIMBERLY, WISCONSIN 54136

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SEH Project
Checked By
Drawn By

KIMBV 171196
TTW
MBL

Project Status
FOR BIDS

Issue Date
03/01/2024

REVISION SCHEDULE		
REV. #	DESCRIPTION	DATE
3	CB04	12-30-2021

SCHEDULES

ELECTRIC WATER COOLER SCHEDULE (EWC)

TAG	MANUFACTURER	MODEL	ADA	BASINS	RECESS	GPH	FILTER	CONTROL	AMPS	VOLT	PHASE	NOTES
1	ELKAY	LZS8WSLK	YES	1	NO	8.0	YES	FRONT PUSHBAR	5	120	1	(1)(2)

- ACCEPTABLE MANUFACTURERS:
- FIXTURE: ELKAY, HALSEY TAYLOR, HAWS, OASIS.
- STOPS AND SUPPLIES: BRASSCRAFT, DEARBORN, KEENEY, MCGUIRE.
- DRAINS AND TRAPS: BRASSCRAFT, DEARBORN, KEENEY, MCGUIRE.
- PROVIDE WITH 1-1/4" P-TRAP WITH C.O. PLUG, AND ANGLE WATER STOP WITH HANDLE AND BRASS STEM.
- CAPACITY BASED ON 50 DEGREE F WATER IN AMBIENT TEMPERATURE OF 90 DEGREES F.
- LEAD FREE CONSTRUCTION.
- (1) PROVIDE ELKAY - LKAPREZL ACCESSORY APRON FOR BASINS LOCATED ON AN EXPOSED WALL. SEE ARCHITECTURAL PLANS FOR LOCATIONS AND MOUNTING HEIGHTS.
- (2) WALL MOUNTED, STAINLESS STEEL BASIN, CABINET WITH BOTTLE FILLING STATION.

EMERGENCY FIXTURE SCHEDULE

TAG	MANUFACTURER	MODEL	MOUNTING	OPERATION	FIXTURE									THERMOSTATIC MIXING VALVE					NOTES
					BOWL MATERIAL	BOWL COVER	EYE WASH	FACE WASH	DRENCH HOSE	SHOWER	SHOWER HEAD MATERIAL	PSIG / GPM	MANUFACTURER	MODEL	ASSE	TMV TEMP.	CABINET ENCLOSURE		
ESH-1	BRADLEY	S19314-A-C-2-E-H-H-B-Q-P	FLOOR	HAND	STAINLESS	YES	YES	YES	NO	YES	STAINLESS	30.0 / 22.0+5.0	BRADLEY	S19-2350 (EFX120)	1071	80	YES	(2)	

- ACCEPTABLE MANUFACTURERS: BRADLEY, GUARDIAN, HAWS, SPEAKMAN.
- CORROSION RESISTANT STAINLESS STEEL 316 AND SCH. 80 PVC.
- (2) INSTALL THERMOSTATIC MIXING VALVE EXPOSED ON WALL.

EXPANSION TANK SCHEDULE (ET)

TAG	MANUFACTURER	MODEL	MOUNTING	TANK TYPE	CONN. SIZE	TANK CAPACITY (GALLONS)	ACCEPT. CAPACITY (GALLONS)	PRECHARGE PSIG	WORKING PSIG	DIA. (INCHES)	HEIGHT (INCHES)	WEIGHT (LBS)	NOTES
1	AMTROL	ST-5	PIPE	DIAPHRAGM	3/4"	2.0	0.45	(1)	150	8	13	5	(1)

- ACCEPTABLE MANUFACTURERS: FLEXCON, AMTROL, WESSELS.
- (1) SET TO STATIC PRESSURE AT STREET OR SYSTEM IF HIGHER. SEE WATER CALCULATION FOR MORE INFORMATION.

GAS WATER HEATER AND STORAGE TANK SCHEDULE

TAG	MANUFACTURER	MODEL	APPLICATION	TYPE	DIMENSIONS	GAS BTU/hr	GAS MBH	THERMAL EFF.	REC. (1) GPH	TANK SIZE GAL.	MAX. PSIG	T&P PSIG	LINING TYPE	TANK TEMP. DEG. F	POWER PHASE	POWER VOLTAGE	NOTES
GWH-1	LOCHINVAR	SWR285N	DOMESTIC HOT WATER	TANK	34" DIA x 79-1/2" H	285,000	285	95	328	110	150	150	GLASS	125	SINGLE	120	(2)(3)

- ACCEPTABLE MANUFACTURERS: A.O. SMITH, LOCHINVAR, AERCO BY WATTS, BRADFORD WHITE.
- DIRECT VENT, SEALED COMBUSTION WATER HEATER.
- (1) RECOVERY BASED ON 100 DEGREE F TEMPERATURE RISE.
- (2) PROVIDE WITH CONCENTRIC VENT KIT. PROVIDE INTAKE / EXHAUST PIPING PER MANUFACTURER'S RECOMMENDATION.
- (3) PROVIDE CONDENSATE DRAIN WITH NEUTRALIZER KIT PRIOR TO DISCHARGING TO SANITARY DRAINAGE SYSTEM.

HOSE BIBB SCHEDULE (HB)

TAG	MANUFACTURER	MODEL	LOCATION	FREEZE PROOF	BACKFLOW PREVENTER	WALL FLANGE	CONTROL	WATER SUPPLY	NOTES
1	WOODFORD	B67	EXTERIOR	YES	ASSE 1052	YES	BOX w/ LOOSE KEY	COLD	-
2	WOODFORD	V26	INTERIOR	NO	ASSE 1052	NO	METAL WHEEL	COLD	-

- ACCEPTABLE MANUFACTURERS: ACORN, CHICAGO, WATTS, WOODFORD, ZURN.

LAVATORY SCHEDULE (L)

TAG	ADA (1)	BASIN										FAUCET								NOTES
		MANUFACTURER	MODEL	MOUNTING	RIM HT.	SIZE L" x W" x H"	DRAIN TYPE	NO. OF HOLES	CENTER OF HOLES	CARRIER	MANUFACTURER	MODEL	SPOUT REACH	SPOUT HEIGHT	GPM FLOW RATE	OPERATION TYPE	FINISH	TEMP. °F	SUPPLY STOP TYPE	
1	YES	KOHLER	K-1999-SS4	WALL	-	21-15/16" x 19-3/4" x 6"	GRID	3	4"	YES	SLOAN	EAF-100-PLG-ISM-CP-0.5GPM-MLM-IR-IQ-FCT	5-9/16"	6-7/8"	0.5	SENSOR	CHROME	105	KEY	(4)(5)(12)
2	YES	KOHLER	K-2210	UNDERMOUNT	-	19-1/4" x 16-1/4" x 7-1/2"	GRID	-	-	-	CHICAGO	802-V317E66XKABCP	4"	1-5/8"	0.5	WRIST BL.	CHROME	105	KEY	(7)

- ACCEPTABLE MANUFACTURERS:
- BASIN: AMERICAN STANDARD, KOHLER, SLOAN, ZURN.
- FAUCETS: CHICAGO, SLOAN, T&S BRASS, ZURN.
- STOPS AND SUPPLIES: BRASSCRAFT, DEARBORN, KEENEY, MCGUIRE.
- DRAINS AND TRAPS: BRASSCRAFT, DEARBORN, KEENEY, MCGUIRE.
- CARRIERS AND SUPPORTS: ANCON, JOSAM, SMITH, WADE, ZURN.
- VITREOUS CHINA LAVS, 1-1/4" 17 GAUGE "P" TRAP WITH CLEANOUT PLUG, BUSHING ON END OF OUTLET TUBE, WALL FLANGE.
- ALL WETTED PARTS SHALL BE LEAD FREE COMPLIANT.
- FAUCETS WITH VANDAL RESISTANT AERATOR.
- PROVIDE OFFSET GRID DRAIN WITH TRUEBRO TRAP & SUPPLY GUARD FOR EXPOSED PIPING UNDER ADA ACCESSIBLE FIXTURES.
- PROVIDE BASINS WITH CENTER REAR DRAIN OUT-LET LOCATION FOR ADA ACCESSIBLE FIXTURES WITH CASE-WORK SHROUDS.
- (1) SEE ARCHITECTURAL PLANS FOR LOCATIONS AND FINAL RIM HEIGHT ELEVATIONS.
- (4) SENSOR HARD WIRED WITH PLUG-IN ADAPTOR.
- (5) PROVIDE ABOVE DECK FAUCET INTEGRATED THERMOSTATIC MIXING VALVE WITH SIDE MIXER CONTROL LEVER. SET TEMPERATURE AS REQUIRED.
- (7) PROVIDE BELOW DECK POINT OF USE ASSE 1070 THERMOSTATIC MIXING VALVE.
- (12) PROVIDE KOHLER K-1998-SS SHROUD.

OIL INTERCEPTOR SCHEDULE (OI)

TAG	MANUFACTURER	MODEL	TYPE	APPLICATION	SIZE L" x W" x H"	FLOW RATE (GPM)	OIL CAPACITY (GALLONS)	SOLIDS CAPACITY (GALLONS)	LIQUID CAPACITY (GALLONS)	INLET & OUTLET SIZE	NOTES
1	SCHIER	OT-500	INTERIOR	VEHICLE TRAFFIC AREAS	103" x 49-3/4" x 59"	314	285.0	162	562	4"	(2)

- ACCEPTABLE MANUFACTURERS: SCHIER, MIFAB, STRIEM, ROCKFORD
- FULLY RECESSED INTERCEPTORS TOPS FLUSH WITH FLOOR, PROVIDE EXTENSIONS AS REQUIRED AND ANCHOR FLANGE.
- (2) PROVIDE COVER MH-1.

SERVICE SINK SCHEDULE (SS)

TAG	MOUNTING	BASIN							FAUCET				NOTES
		MANUFACTURER	MODEL	MATERIAL TYPE	SIZE L/H" x W" x D"	SHAPE	DRAIN TYPE	RIM GUARD	MANUFACTURER	MODEL	BACKFLOW PREVENTER	GPM	
1	FLOOR	FIAT	SB-2424	TERRAZZO	24" x 24" x 6"	SQUARE	GRID	(1)	CHICAGO	897-RCP	(2)	5	(3)
2	FLOOR	FIAT	SB-3624	TERRAZZO	36" x 24" x 6"	SQUARE	GRID	(1)	CHICAGO	897-RCP	(2)	5	(3)

- ACCEPTABLE MANUFACTURERS:
- BASIN: FIAT, MUSTEE, STERN WILLIAMS, JUST.
- FAUCET: CHICAGO, T&S BRASS, ZURN.
- (1) BUMPER GUARDS ON EXPOSED RIMS.
- (2) PROVIDE HOSE-END VACUUM BREAKER, ASSE 1011.
- (3) PROVIDE STAINLESS STEEL 3 MOP HOLDER HANGER, HEAVY DUTY 5/8" DIAMETER REINFORCED RUBBER HOSE, AND STAINLESS STEEL HOSE BRACKET.



Project Owner

VILLAGE OF KIMBERLY
MUNICIPAL SERVICES CENTER

426 WEST KIMBERLY AVENUE
KIMBERLY, WISCONSIN 54136

This drawing is an instrument of service and shall remain the property of Short Elliott Hendrickson, Inc. (SEH). This drawing, concepts and ideas contained herein shall not be used, reproduced, revised, or related without the express written approval of SEH.

Submission or distribution of this drawing to meet official or regulatory requirements or for purposes in connection with the project is not to be construed as publication in derogation of any of the rights of SEH.

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SEH Project
Checked By
Drawn By

KIMBY 171196
TTW
MBL

Project Status
FOR BIDS

Issue Date
03/01/2024

REVISION SCHEDULE

REV. #	DESCRIPTION	DATE
1	ADDENDUM 2	04-29-2024
3	CB04	12-30-2021

SCHEDULES



CHANGE REQUEST

NUMBER: 5 R1

TO: Trevor Frank, AIA
Short Elliot Hendrickson Inc.

Job: 24020 - VoK Street and Parks Department
Date: 2.25.2025

CC: Stephanie Abhold

DESCRIPTION: Over Excavations - Revised Per Email Chain 2.24.2025

Gas/Oil Contaminated Area
2,176 CY @ \$46.00/CY \$100,096.00

Poor Bearing Areas
811.4 CY @ \$46.00/CY \$37,324.40

Supply & Install Plastic on West Bank of Gas/Oil Site \$671.78

Requesting CONTRACT TIME increase / decrease by 61 . Subtotal: \$138,092.18
Mark-up: \$0.00
Bond: \$0.00

TOTAL: **\$138,092.18**

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

Kevin Winkler
SMA Construction Services

BY: Kevin Winkler

Date: 2.25.2025

ACCEPTED BY ARCHITECT

Trevor Frank, AIA
Short Elliot Hendrickson Inc.

BY: 

Date: 2/25/2025

AUTHORIZED BY OWNER:

Danielle Block, P.E.
Village Of Kimberly

BY: _____

Date: _____



Village of Kimberly Request for Board Consideration

ITEM DESCRIPTION: Site & Architectural Review – Goly & Eve Puerto Rican Restaurant LLC located at 114 S John Street

REPORT PREPARED BY: Sam Schroeder, Community Development Director

REPORT DATE: March 3, 2025

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report _____

See additional comments attached _____ STS _____

EXPLANATION: Goly & Eve Puerto Rican Restaurant LLC has submitted a site review application to modify the northern space of the well-known Mader's catering building located at 114 S John Street into a sit-down restaurant. Over the last few years, the Applicant has successfully operated a food truck throughout northeast Wisconsin. The commercial kitchen of Mader's Catering, which the Applicant has assumed ownership of that business, has acted as a homebase for the food truck which is required by state law. The space, however, is leased from the original owner.

Overall, this property has three commercial spaces, the commercial kitchen, a single restroom and a few residential apartments above. One of the spaces is an existing hair salon and the other is the former Mader's Catering space in the center of the building. The proposed restaurant space was at some point in the early 2000's converted from an attached 3 stall garage to an enclosed commercial space.

It should also be noted that due to the constraints of the existing building, the maximum number of patrons, including workers, within the restaurant space will be restricted to 12 individuals. In this regard, there are only three booths shown within the floor plans.

The Applicant will be working with the Village in hopes for an alcohol license at this location.

The property totals 0.240 acres, zoned B-1, general business district.

Attached to this staff report includes:

1. Plan Commission Staff Report
2. Site Plan Review Application
3. Project Description
4. Plan Drawings
5. Terrace Options

Additional Comments:

The Plan Commission discussed in length the hours of operation, the outdoor storage, future outdoor seating and staff's recommendation to restore the terrace in front of the building within one year of occupancy.

- A. Hours of Operations. The Plan Commission was concerned due to the proximity of the residential corridor that the proposed operations were until 3:00 AM as indicated in the narrative. A motion was made and approved to restrict this to 2:00 AM.
- B. Outdoor Storage. As noted in the Plan Commission memorandum, being a commercial property, outdoor storage shall not be permitted. This would include the storage of the food truck in the front of the building and all existing outdoor storage of materials shall be removed and no future outdoor storage along the north side of the building shall be permitted. It was further clarified that this included the small utility trailer parked on the north side of the property in violation of Village Ordinance.
- C. Outdoor Seating. There are no plans for outdoor seating at this time. It was discussed that future outdoor seating would need to be reviewed as a new site plan to review and mitigate impacts to neighboring properties.
- D. Terrace. As noted in the motion, staff recommended the current roll curb and concrete terrace be removed and replaced with a six-inch curb and turf to conform to Village standards. The Plan Commission discussed grading, carriage walks, leaving the entire terrace as concrete, and snow removal. At this time, the owner indicated that all snow from the south driveway is plowed to the north side of the building and removing the concrete would make this more difficult. Ultimately, the Plan Commission approved as recommended, requesting staff review prior to the Village Board consideration. Upon further consideration, staff would be acceptable to any of the options as attached herein, provided the mountable curb is removed and replaced with the standard six-inch curb. The rough cost ranges from an estimated \$8,400 with a full turf terrace to \$12,300 with a full concrete terrace. This would be an Applicant and/or owner's cost.

RECOMMENDED ACTION: Confirm the Plan Commission recommendation for the site plan and architectural components for Goly & Eve Puerto Rican Restaurant LLC as present, contingent upon the following:

- 1. No outdoor storage is permitted on the north side of the building and prior to occupancy being granted the storage along the north side of the building shall be removed.
- 2. The food truck shall be primarily stored off-site and shall only be permitted for cleaning, short-term maintenance as well as loading and unloading.
- 3. **[UPDATED]** Within one year of occupancy, the roll/mountable curb in front of the building between the two driveway aprons shall be removed and replaced with a standard six-inch curb at the Applicant and/or owner's expense. Staff shall work with the Applicant and/or owner as to the final treatment and methods to complete the work.
- 4. Landscaping shall be added between the north side of the building and W Kimbelry Ave to include a minimum of one tree and a mix of low shrubbery.
- 5. The hours of operation shall be limited to close no later than 2:00am



Village of Kimberly Request for Plan Commission Recommendation

ITEM DESCRIPTION: Site & Architectural Review – Goly & Eve Puerto Rican Restaurant LLC located at 114 S John Street

REPORT PREPARED BY: Sam Schroeder, Community Development Director

REPORT DATE: February 18, 2025

EXPLANATION: Goly & Eve Puerto Rican Restaurant LLC has submitted a site review application to modify the northern space of the well-known Mader's catering building located at 114 S John Street into a sit-down restaurant. Over the last few years, the Applicant has successfully operated a food truck throughout northeast Wisconsin. The commercial kitchen of Mader's Catering, which the Applicant has assumed ownership of that business, has acted as a homebase for the food truck which is required by state law. The space, however, is leased from the original owner.

Overall, this property has three commercial spaces, the commercial kitchen, a single restroom and a few residential apartments above. One of the spaces is an existing hair salon and the other is the former Mader's Catering space in the center of the building. The proposed restaurant space was at some point in the early 2000's converted from an attached 3 stall garage to an enclosed commercial space.

It should also be noted that due to the constraints of the existing building, the maximum number of patrons, including workers, within the restaurant space will be restricted to 12 individuals. In this regard, there are only three booths shown within the floor plans.

The Applicant will be working with the Village in hopes for an alcohol license at this location.

The property totals 0.240 acres, zoned B-1, general business district.

Attached to this staff report includes:

1. Site Plan Review Application
2. Project Description
3. Plan Drawings

Scope of Project – Reference Project Description and Plans for additional insight.

1. 672 SF tenant space to be converted into a sit-down restaurant with an ordering/pick up counter and three patron booths.
2. Existing commercial kitchen will continue to support the food truck and the restaurant space.
3. There are no exterior plans to modify the exterior of the building.
4. There are no plans at this time to modify the signage.
5. The applicant has noted that upon completion, the food truck would not be stored at this location and would only be present for cleaning, maintenance and loading/unloading.

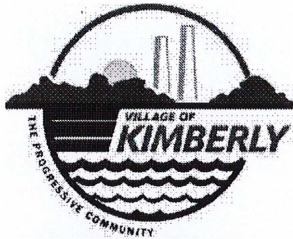
The staff zoning review identified the proposed project complies with applicable ordinances.

Staff has completed a review of the site for compliance with the Kimberly Municipal Code whereas the proposed project substantially meets code and notes the following:

1. **Outside Storage.** Being a commercial property, outdoor storage shall not be permitted. This would include the storage of the food truck in the front of the building. All existing outdoor storage of materials shall be removed and no future outdoor storage along the north side of the building shall be permitted.
2. **Parking.** Being a property along Kimberly Ave, no off-street parking is required for the commercial space. On-street parking is available. With that said, the area in front of building along S John Street was all hard surfaced and a mountable or roll curb was installed along this stretch. This installation likely dates back to the original use of the property, being the original Lamers Dairy as well as large portions of the building having garage doors facing John Street. This is not, however, the standard within the Village of Kimberly. Staff is recommending that a turf terrace be reinstated with a standard six inch curb. This improvement will also better delineate the on-street parking that is available in this corridor seeing no off-street parking would be provided. The width of the roadway is sufficient to accommodate on-street parking along both sides of the road (33' back-to-back).
3. **Building Inspections and Approvals.** Building plan review and inspections will be completed by the Village of Kimberly. All necessary permits shall be applied for prior to additional work being done.

RECOMMENDED ACTION: Staff recommends approval of the site plan and architectural components for Goly & Eve Puerto Rican Restaurant LLC as present, contingent upon the following:

1. No outdoor storage is permitted on the north side of the building and prior to occupancy being granted the storage along the north side of the building shall be removed.
2. The food truck shall be primarily stored off-site and shall only be permitted for cleaning, short-term maintenance as well as loading and unloading.
3. Within one year of occupancy, the 8-foot concrete terrace shall be restored to turf as well as the roll/mountable curb in front of the building between the two driveway aprons shall be removed and replaced with a standard six inch curb at the Applicant and/or owners expense.
4. Landscaping shall be added between the north side of the building and W Kimbelry Ave to include a minimum of one tree and a mix of low shrubbery.



VILLAGE OF KIMBERLY

Site Review Application

Submit to:

Planning & Zoning
515 W. Kimberly Ave.
Kimberly WI 54136
920-788-7500

Pa 1/31/25
\$300.00
#1059794

Applicant Information

Petitioner: Grady 3 EUE Puerto Rican Kitchen LLC Date: 1-31-2025

Petitioner Address: 114 S. John St City: Kimberly State: WI Zip: 54136

Telephone #: (920) 687-1000 Fax: () email: _____

Status of Petitioner (please check one): ☐ Owner ☐ Representative ☒ Tenant ☐ Prospective Buyer

Petitioner's Signature (required): Evelyn Malave

Owner Information

Owner(s): Teacup Rentals LLC - Jonathan Mader Date: 01/31/2025

Owner(s) Address: 114 S John St City: KIMBERLY State: WI Zip: 54136

Telephone #: (720) 858 9230 Fax: () email: _____

Ownership Status (please check one): ☒ Individual ☐ Trust ☐ Partnership ☐ Corporation

Property Owner Consent (required):

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions and duties, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Village for incomplete submissions or other administrative reasons.

Property Owner's Signature: [Signature] Date: 01/31/2025

Site Information

Address/Location of Proposed Project: 114 S John St Kimberly Zoning: B-1

Proposed Project or Use: Dine in Restaurant / Catering

Current or last Use of Property: Grady 360 / Catering

Land Uses Surrounding this Address: North: Residential

South: Residential

East: Residential

West: Residential

- It is recommended that the applicant meet with Village Department staff prior to submittal to review the project and submitted materials.
- Application Fees must be submitted with the application.

Proposal

Goly & Eve PuertoRican Kitchen LLC, was founded in 2021 and the food trailer was a success in the fox valley! For this reason I have been trying my hardest to open up a Full restaurant in this community! We have also done events for the village of Kimberly and hope to do more for the community.

Hours of operation 3pm to 3am

Wednesday to Saturday, Sunday Closing at 11pm

Monday and Tuesday closed

There is street parking available, our storage is in the building.

It will be nice to have the Village of Kimberly have parking spaces added to our street!

Food trailer will be at the home base for maintenance and cleaning.

Home base is 114 S. John st Kimerly.

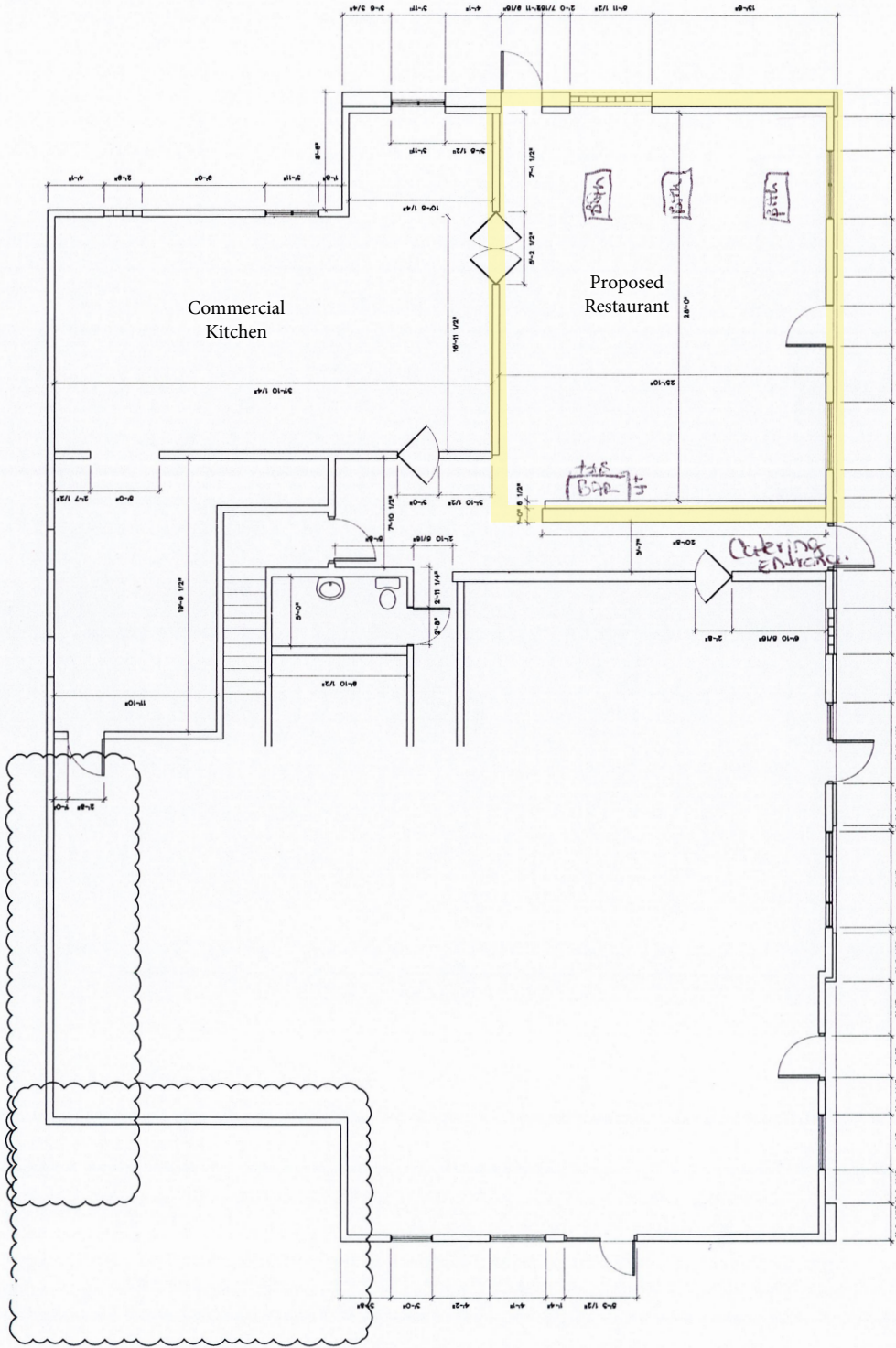
We are still waiting to hear back regarding our liquor license!

If a license is granted.

No alcohol will be served after 1:45am no exception



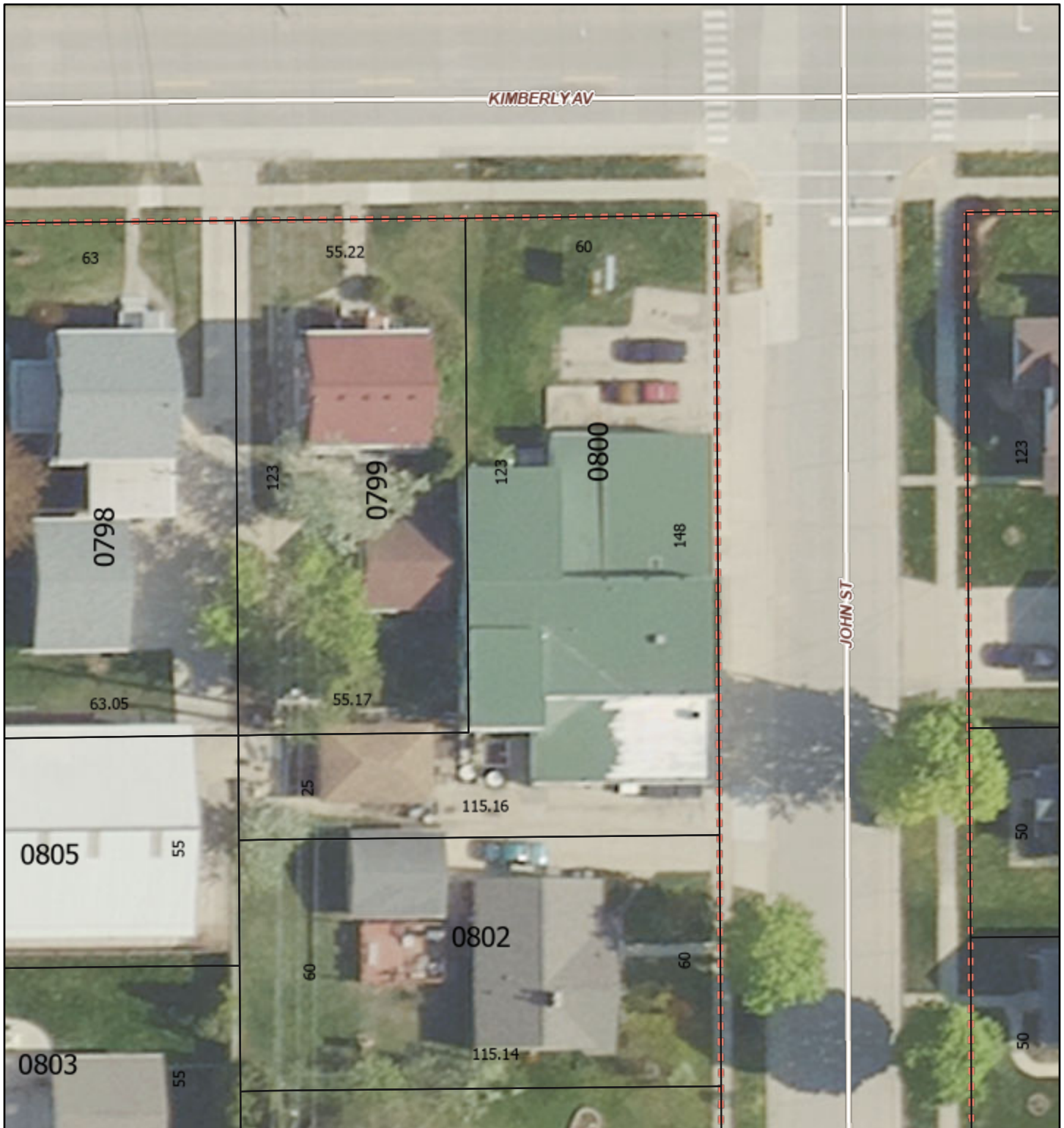
— W KIMBERLY AVE —



Andy & Eve Puerbican Kitchen LLC
114 S. John St Kimberly WI

— S JOHN ST —

Outagamie County GIS Map



2/12/2025, 3:21:09 PM

Tax Parcel Information

PLSS Sections

Plat Boundary Lines

Plat Boundary

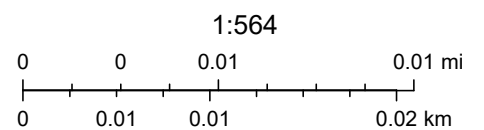
Lot Dimension

Tax Key

Streets

LOCAL

Highway Labels

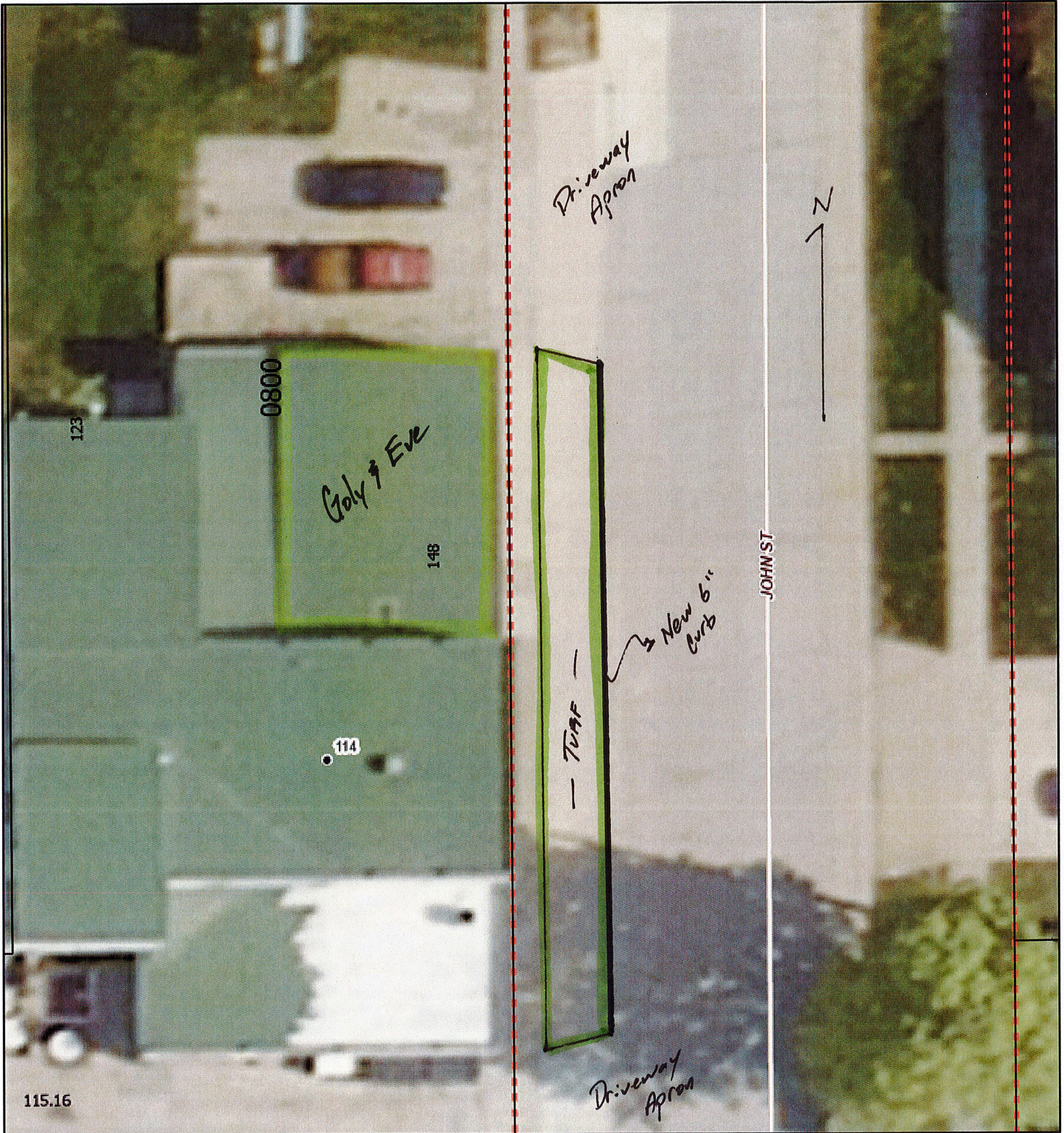




Google Street View - October 2024

Outagamie County GIS Map

Option 1



2/24/2025, 10:37:19 AM


1:282

 Tax Parcel Information

Lot Dimension

• Property Address

Tax Key

 PLSS Sections

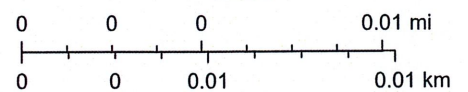
Streets

Plat Boundary Lines

 LOCAL

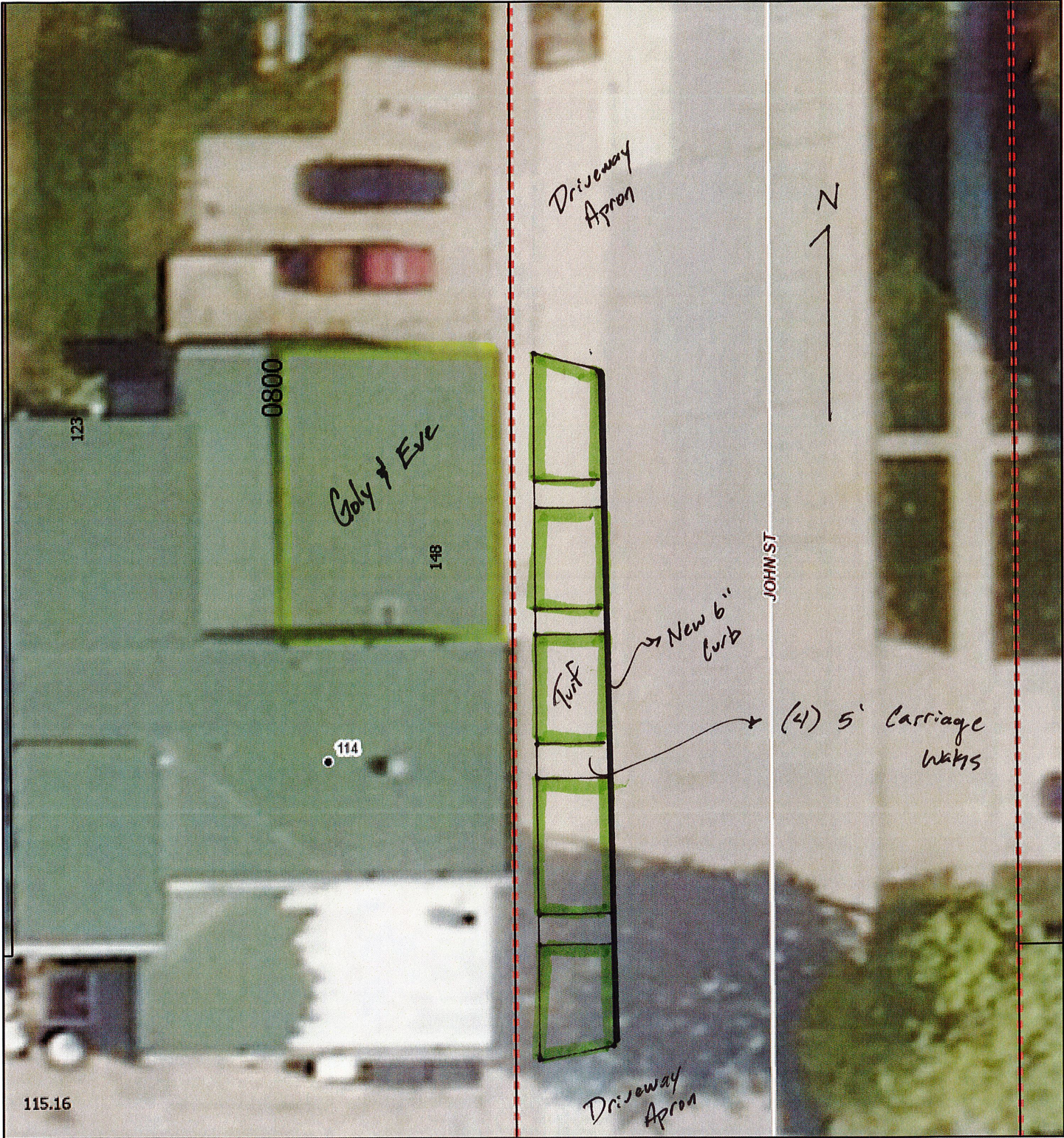
 Plat Boundary

Highway Labels



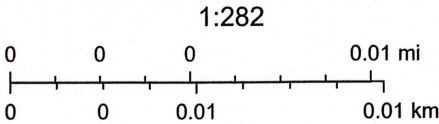
Outagamie County GIS Map

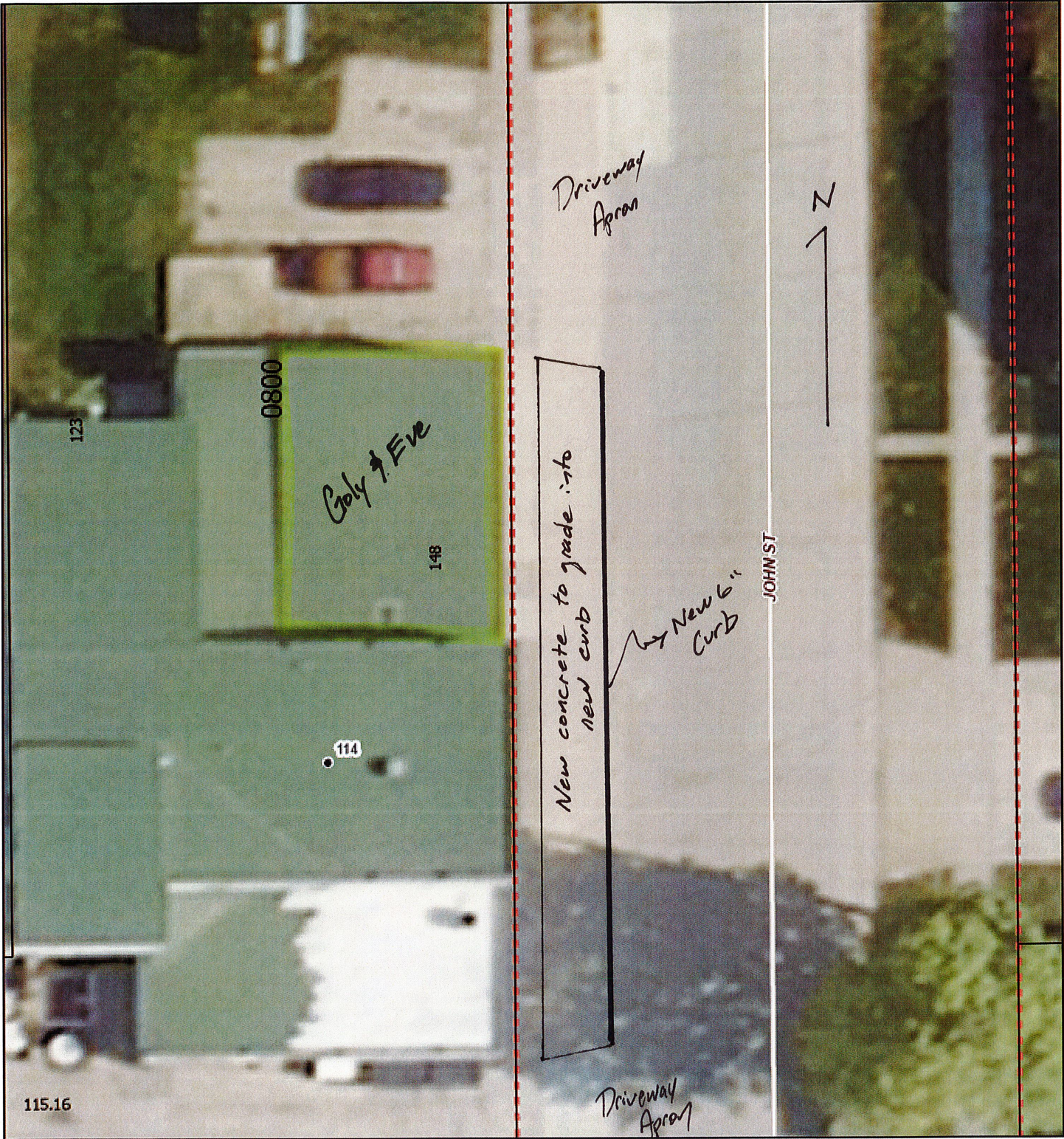
Option 2



2/24/2025, 10:37:19 AM

- Tax Parcel Information
- Property Address
- PLSS Sections
- Plat Boundary Lines
- Plat Boundary
- Lot Dimension
- Tax Key
- Streets
- LOCAL
- Highway Labels



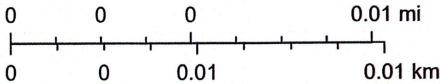


2/24/2025, 10:37:19 AM

1:282

- Tax Parcel Information
- Property Address
- PLSS Sections
- Plat Boundary Lines
- Plat Boundary

- Lot Dimension
- Tax Key
- Streets
 - LOCAL
 - Highway Labels





Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Alarm Dialer Upgrade – Roger Street Lift Station

REPORT PREPARED BY: Danielle Block, Administrator/DPW

REPORT DATE: February 26, 2025

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report DLB

See additional comments attached _____

EXPLANATION:

Public Works has been dealing with connectivity issues with the Roger Street Lift Station phone alarm dialer system. In previous years the Village has contract with Crane Engineering to make several modifications and improvements to the lift station. Service calls to Crane requesting their assistance with the alarm dialer has revealed that the system, while functional, is out of date.

After several site visits by staff and one by Crane, it was determined that the dialer was operational, but the phone line required service. AT&T was called for a field review. AT&T determined that the phone wire to the lift station was faulty. A phone line repair has been scheduled for the first week in March, at no cost to the Village.

Staff reviewed the AT&T terms and phone line agreement. Monthly costs of the service have escalated to over \$300. The Village is no longer under contract with AT&T for the phone line. Staff explored other options for alarm dialer service to the lift station and have determined there is a more reliable and user-friendly system available – a cellular alarm dialer system. Crane Engineering has prepared a quote for the upgrade (see attached).

The proposal includes one year of cellular service. After one year, the cost for cellular service is \$250 annually. This option is much more cost effective than a phone line.

Based on the emergent need for the alarm service, the reliability and lower monthly costs – staff recommend approving the quote from Crane Engineering for the OmniSite XR50 Alarm Dialer System.

RECOMMENDED ACTION: Approve the Roger Street Lift Station Alarm Dialer quote from Crane Engineering in the amount of \$4,562.00 funded by the Sanitary Sewer Utility Expense Fund 201-5360-200.



Headquarters
707 Ford Street, Kimberly, WI 54136
t. 920-733-4425 f. 920-733-0211

Minnesota Office
12265 Nicollet Ave., Burnsville, MN 55337
t. 952-444-1949

QUOTE

Number CESQ99574
Date Feb 25, 2025
Expires Mar 27, 2025

Sold To

Kimberly Water Department
Danielle Block
515 W. Kimberly Ave
Kimberly, WI 54136

dblock@vokimberlywi.gov
Phone 920-788-7510
Fax 920-788-9723

Ship To

Kimberly Water Department
Danielle Block
515 W. Kimberly Ave
Kimberly, WI 54136

dblock@vokimberlywi.gov
Phone 920-788-7510
Fax 920-788-9723

Sales Rep

Fluid Technology Sales
Nate Johnson 920-850-2901
n.johnson@craneengineering.net

Service Engineer
Josh Van Ryzin 920-257-0160
j.vanryzin@craneengineering.net

Thank you for the opportunity to provide you this proposal. Please do not hesitate to contact me if you have any questions or require any additional information.

Terms	RFQ	Ship Via	FOB	Crane Order#
n15		Best Way	Warehouse	

Line	Qty	Product	Lead Time	Unit Price	Ext. Price
1	1	Roger Street LS - Alarm Dialer Labor, Equipment & Materials to: - Travel to site - Remove existing dialer - Furnish & install the following: o (1) OmniSite XR50 Alarm Dialer o (1) Cellular Antenna - Program & start-up - Training		\$4,562.00	\$4,562.00

Includes one (1) full year of cellular service.

Total \$4,562.00

We reserve the right to charge a minimum inspection fee of \$75.00 on all inspections; fee is waived if repair or replacement is purchased.

We reserve the right to dispose of any materials sent to our facility 180 days after the date of quotation.

Crane Engineering has the right to request additional charges based on finding additional damages to equipment found during process of repair.

Equipment & Repair Warranty: Applies only to Full OEM Repairs. Functional Repairs are Not Covered by Warranty.

Does not include tax and shipping charges unless stated

*We reserve the right to adjust quoted pricing due to the current volatility of the materials market.
We will make every effort to maintain the quoted price.*



<https://www.craneengineering.net/tech-expo>

Crane Engineering/Professional Pump | Terms and Conditions

- 1. Governing Provisions.** These Terms and Conditions of Sale (the "Agreement") constitute an offer by Crane Engineering Sales, Inc. ("Seller") to provide the Products as set forth on the Contract of Sale attached to this Agreement (the "Products") to Buyer, subject to the terms and conditions set forth below. Buyer may not modify, renounce or waive any term or condition hereof or any of Seller's rights hereunder unless Seller consents in writing. Seller agrees to provide the Products to Buyer only on the terms of this Agreement (except as supplemented and/or modified by the parties Contract of Sale), notwithstanding any language in Buyer's purchase order, if one exists, or other writing or oral representation previously or hereafter received by Seller purporting to modify or replace the terms of this Agreement with any different or additional terms or reciting that provision or delivery of the Products or any other action or inaction by Seller constitutes agreement or consent by Seller to such modification or replacement. SELLER'S AGREEMENT TO PROVIDE THE PRODUCTS IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND, NOTWITHSTANDING BUYER'S SUBMISSION OF A PURCHASE ORDER, THE TERMS AND CONDITIONS OF SALE OF THIS AGREEMENT (AND THE DISTRIBUTOR AGREEMENT) SHALL CONTROL.
- 2. Purchase Orders and Payment.** All orders must be accompanied by a signed purchase order and must be approved for credit. For orders under \$50,000 the terms are net 15 days from the date of invoice, unless agreed to otherwise in writing by both parties prior to order entry. Seller may require full or partial payment or a payment guarantee in advance of shipment whenever, in its opinion, the financial condition of the Buyer so warrants. For orders exceeding \$50,000 in sell price, terms of payment will be 40% down with order, 20% payable upon approved drawings, 20% payable upon inspection and approval of assembly prior to shipment (witness test available as an optional charge), 10% payable upon shipment, and 10% payable upon commissioning of equipment not to exceed 90 days from shipment. Note: Equipment will be shipped after receipt of 80% of the value of the order. From time to time Buyer (or its Customers) will be asked to fill out a credit application, which is subject to Seller's Credit Department's approval. Seller reserves the right to change the terms and required method of payment at any time, and to charge Buyer a 1.25% finance charge per month on any past due amounts, or the highest rate applicable by law. Buyer agrees to reimburse Seller for all costs incurred by Seller in collecting any sums owed by Buyer to Seller, including without limitation, interest and attorney's fees. Each purchase order that Buyer delivers to Seller for the purchase of Products ("Order") shall set forth the following terms as agreed upon by Seller and Buyer for such Order: the quantity, description and prices of the Products being ordered; the address for delivery of the Products; requested delivery dates; shipping instructions; and the address to which Seller's invoice shall be sent. Any other terms contained in any Order shall be objected to by Seller without need for further notice of objection, shall not be binding upon Seller and shall have no force or effect. Buyer's mutually agreed change orders shall be subject to all provisions of this Agreement, whether or not the Order or change order so states. All Orders shall be subject to Seller's acceptance. Seller shall promptly provide notice to Buyer of acceptance or rejection of Buyer's Orders.
- 3. Acceptance.** Buyer shall be deemed to have accepted this Agreement on the earliest to occur of the following: (a) Seller's receipt of Buyer's Order, if Seller has previously supplied Buyer with a copy of the terms and conditions of sales set forth in this Agreement, (b) Buyer's payment of any amounts due under this Agreement; (c) Buyer's or its representative's or customer's receipt of the Products; or (d) any other event constituting acceptance under applicable law.
- 4. Cancellation or Modification.** Buyer may not cancel or modify any Order except upon terms accepted by Seller in a writing signed by Seller's authorized officer. In the event of such cancellation or modification, Buyer shall compensate Seller for all resulting costs and damages, including, but not limited to, out-of-pocket expenses, lost profit, allocable overhead and all other incidental and consequential damages.
- 5. Returns.** No Products may be returned to Seller for refund or credit without Seller's prior written approval and, if permitted, shall be subject to an inspection/restocking charge and/or depreciation fee when applicable, plus the costs of freight, packaging and insurance costs.
- 6. Prices.** Buyer shall purchase from Seller the Products at the prices determined by Seller from time to time. Seller may at any time and in its sole discretion change the prices of Products, without notice, and the price at time of shipment applies except when specifically covered by a firm price quotation. Unless otherwise agreed in writing, all prices shall be F.O.B. Shipping Point.
- 7. Taxes and Other Costs.** All charges for freight, insurance, any sales, use, excise and other federal, state and local taxes, broker fees, or required by any governmental agency incident to the sale shall be paid by Buyer in addition to the price for the Products unless otherwise agreed upon. Such charges will be added at rates in effect at time of delivery except when forbidden by law to be collected by Seller from Buyer, unless Buyer furnishes Seller an exemption certificate acceptable to taxing authorities.
- 8. Delivery.** Delivery dates are approximate. Seller shall not be liable for any loss or damage due to delays in delivery or manufacture, resulting from causes beyond Seller's reasonable control, including, without limitation, an event of Force Majeure (as defined below). Partial deliveries shall be permitted. Title to Products and all risk of loss of or damage to Products shall pass to Buyer when Seller delivers the Products to the F.O.B. shipping point. Seller is not responsible for loss or damage in transit. If shipment is deferred at Buyer's (or its Customer's) request beyond the shipping date specified in the original Order, Seller reserves the right to immediately bill Buyer (or its Customer, as the case may be) for such unshipped portion, and for expenses incurred for storage, it being understood that unshipped material become Buyer's (or its Customer's, as the case may be) property and Seller's liability is that of warehouseman only.
- 9. Warranties and Remedy.** Seller warrants that all new Products manufactured by Seller will be free from material defects in workmanship and material for a period of 12 months from date of delivery under normal use and service. The warranty for all components in Seller's Products and all parts and Products not manufactured by Seller is limited to the warranty specified by original manufacturer of such component, part or Product. Buyer must make claims to Seller in writing for shortages in the Products within 10 days following the date of delivery of the Products and for defects in the Products within the Warranty Time Period specified herein and, in either case, within ten days after discovery of such shortage or defect. Buyer's failure to inspect the Products and/or make a claim pursuant to this section for shortages within 10 days following the date of delivery of the Products and for defects within the specified Warranty Time Period and, in either case, within ten days after discovering such shortage or defect shall constitute Buyer's irrevocable acceptance of the Products and Buyer's acknowledgment that the Products fully comply with the terms, conditions and specifications of this Agreement.

Seller's obligation under this warranty is limited to repairing or replacing, at Seller's option, any part which upon Seller's examination proves defective. Alternatively, at Seller's option, Seller may grant Buyer a credit toward future purchases in the amount of the net price paid for any Products proved to be defective. All credits are subject to inspection and approval by Seller's authorized representatives. Such warranty satisfaction shall be available only: (a) with respect to shortages, in the 10 days following the date of delivery of the Products; and (b) with respect to defects, within the specified Warranty Time Period; provided, however, Seller is notified in writing within ten days after discovery of alleged shortage or defect and the defect has not been caused by Buyer's or its representative's or customer's misuse, neglect or alteration or by physical environment.

This warranty excludes Products and any parts, failures and damage:

- (i) to which repair or replacement becomes necessary due to normal wear and tear;
- (ii) which are exhaustible items, including but not limited to such items as filter bags and seals;
- (iii) on which repairs, alterations or adjustments have been performed or begun by Buyer or any third party without Seller's consent;
- (iv) which are not promptly reported to Seller within the warranty period above;
- (v) which are modified without Seller's written approval;
- (vi) which are due to negligence other than that of Seller;
- (vii) which are due to accident, misuse, abuse, overloading, jamming, improper installation (other than installations made by Seller), improper operation, or abnormal conditions of temperature, moisture, dirt or corrosive matter or other environmental factors; or
- (viii) which have been damaged otherwise without the fault of Seller.

Seller's obligation or liability under this warranty does not include any transportation or other charges or liability for direct, indirect, special or consequential damages or delay resulting from the improper use or application of the product or the substitution upon it of parts or accessories not approved by Seller or repair by anyone other than a Seller authorized representative. Buyer shall be responsible for all parts and service technician charges relating to work not covered by warranty. Buyer shall pay Seller for such parts and service work not under warranty within 15 days of the date of Seller's invoice. A past due charge of 1.25% per month shall apply to amounts past due.

10. LIMITATION OF LIABILITY. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO DEFECTIVE PRODUCTS SHALL BE LIMITED TO THE MONIES PAID BY BUYER TO SELLER FOR THE DEFECTIVE PRODUCTS MANUFACTURED BY SELLER. SELLER EXTENDS NO WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST DEFECTS, IN PRODUCTS MANUFACTURED BY PARTIES OTHER THAN SELLER.

SELLER SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S UNDERTAKINGS, ACTS OR OMISSIONS. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF BUYER, ITS CUSTOMERS OR USERS OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS.

11. DISCLAIMER OF IMPLIED WARRANTIES. SELLER AND BUYER AGREE THAT THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SELLER HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty.

12. ASSIGNMENT. BUYER SHALL NOT, WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER, ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT TO ANY THIRD PARTY. SUBJECT TO THE FOREGOING, THIS AGREEMENT SHALL BIND AND INURE TO THE BENEFIT OF SELLER AND BUYER AND THEIR RESPECTIVE PERMITTED SUCCESSORS AND ASSIGNS.

13. Force Majeure. Seller shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded by circumstances beyond the reasonable control of Seller, including, but not limited to war (whether declared or not), revolution, national strikes, natural disasters, acts of government, export or import prohibitions, fire, explosions, floods, accidents, sabotage, civil unrest, riots, and breakage or loss during transportation or storage as well as subcontractors' material and part shortages and delivery delays.

14. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Upon termination of this Agreement for any reason, Seller shall have all of the rights and remedies provided by law, including without limitation the rights of a secured party under Chapter 409, Wisconsin Statutes or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Products.

15. Miscellaneous. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in this Agreement. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected thereby. No waiver of breach of any of the provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provision.



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Village of Kimberly Special Event Permitting Process – Permit Application Revisions and Requirements

REPORT PREPARED BY: Holly Femal, Community Enrichment Director

REPORT DATE: 3/3/2025

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report _____

See additional comments attached _____

EXPLANATION:

The Village of Kimberly is home to an average of 14 special events annually that meet the definition of a Special Event in addition to Village facilitated events like the Pumpkin Walk and others. A special event is defined as: any planned occurrence on the public right-of-way or public premises including, but not limited to, parades, gatherings, festivals and athletic events which are not within the normal and ordinary use of that public premises or place or which, by nature of the event, may have a greater impact on Village services or resources than would have occurred had the event not taken place.

Village staff received direction from CVMIC informing us that the village's special event insurance requirements and permitting process did not meet industry standards with the recommendation that insurance standards be increased and the permitting process be revised to best fit the size and elements included with differing types of events. This revision process involved standard insurance requirement language provided by CVMIC as well as thorough research of other municipalities permitting packets.

The revision exercise provided additional opportunity to examine challenges that the Village has encountered throughout the last 10 years of special event permitting as local and national trends and challenges have changed over the last decade. The current permitting process and documents have not been revised in over a decade. Village staff, in partnership with FVMPD, met to discuss challenges with the permitting process and event challenges to develop an updated permit packet with the following goals in mind:

- Provide formal definition of what a special event is to better educate potential permit applicants on answering the question: Do I need a permit or don't I?
- Provide a quick and easy contact list for different components needed for applicants when applying for a special event permit such as road closures, liquor licensing, and facility usage.
- Providing updated guidance on parking requirements on public lots vs. private.
- Providing specific guidance to tournament facilitators.

- Formally defining site security requirements and further defining approved security plans in partnership with FVMPD. This update puts much more security responsibility on the event facilitator and shifts FVMPD's work to village streets and neighborhoods surrounding the event, not requiring as many "Metro boots on the grounds" at a special event.
- Further requirements for parade facilitation are defined in keeping with current safety concerns in parade facilitation.
- Eliminating FVMPD's current Incident Response Plan process and integrating it within the Special Event Packet providing a one stop shop for permit applicants.
- Highlighting pages 9 – 13 in the new document pulling all essential permit holder information out of a narrative format (how it is collected in the current document) and instead collecting essential information in an easy to read at a glance document. This was to best support Village staff and FVMPD when looking for an event coordinator and security personnel's contact information and being able to learn that information quickly without scanning a 30-page document.
- In general, the new guidebook is meant to increase education about an event, reduce village risk and liability, reduce taxpayer burden of event costs, and to frontload permit applicants with all the information they may need to have a safe and successful event.

The revised Special Events Permit Guidebook has been reviewed by village staff and FVMPD. The intention is to implement the new guidebook for all 2025 Special Events. At this time, annual permit applicants have been placed on hold and advised that the permit process is in revision phase but that they will receive a copy of the new packet upon formal approval by the Village Board.

ATTACHMENT: Revised draft of the Village of Kimberly Special Events Guidebook

RECOMMENDED ACTION:

Approve the Village of Kimberly Special Events Guidebook as presented pending any revision requests by the Kimberly Village Board.



Village of Kimberly Special Events Guidebook

A comprehensive manual to support groups and individuals interested in hosting special events within the Village of Kimberly.

Effective: January 2025



Table of Contents

Introduction & Background	2
Village Staff Directory	3
Special Event Facilitation Considerations	4
Facilitation Requirements	5
Restroom Access	5
Parking Accommodations	5
Refuse and Clean Up	5
Tournament Specific Information	6
Site Security and General Safety	6
Site Security Planning – Parade Facilitation Requirements	7
Event Set-up and Take-Down.....	7
General Permit Information.....	8
Permit amendments or updates	8
Fees	8
Insurance Requirements	8
Attachment A: Village of Kimberly Special Event Permit Application	9
Attachment B: Incident Response Planning Document.....	12
Security Plan Details.....	12
Alcohol Sales	12
Attachment C: Village of Kimberly Insurance Requirements.....	13
Small Event.....	13
Medium Event.....	15
Large Event.....	17

Introduction & Background

A special event is defined as: any planned occurrence on the public right-of-way or public premises including, but not limited to, parades, gatherings, festivals and athletic events which are not within the normal and ordinary use of that public premises or place or which, by nature of the event, may have a greater impact on Village services or resources than would have occurred had the event not taken place. Whether the event is considered within the normal, ordinary, or intended use of public facilities or property shall be determined by the Village Department that maintains jurisdiction over the proposed venue.

The Village of Kimberly offers and supports many events that occur throughout the year that make Kimberly a great place to live, learn, work, and play. Special events enrich residents, attract tourism and visitors, and support the local economy. If you are planning a special event, please reach out to village staff before completing event plans. Working with village staff to support you in this process will ensure you meet deadlines and will enhance the overall success of your event.

Please read this manual completely, even if you have hosted an event in the past, to ensure you are submitting all the required elements needed for a permit application. The Village of Kimberly wants to ensure that your event will be safe and enjoyable for all who attend. If you are unsure if your event meets the definition of a special event, please reach out to the Village's Community Enrichment Director at hfemal@vokimberlywi.gov or call 920-788-7507.

Village Staff Directory

As you plan your special event, you may have questions pertaining to specific elements of your event. Please use this staff directory for the best department to contact regarding the different areas of expertise relevant to each department.

Department	Area of Expertise	Contact Information
Clerk's Office	Alcohol Sales Civic Wing Facility Use	920-788-7500 OR jweyenberg@vokimberlywi.gov
Outagamie County Public Health Department	Food Sales	920-832-5100
Department of Public Works	Road Closures, Parking Changes, Traffic control plan assistance	920-788-7507 OR ahuber@vokimberlywi.gov
Parks & Recreation	Park Land and Facility Use, Trail Access, Submission of Permit Application	920-788-7507 OR hfemal@vokimberlywi.gov
Fox Valley Metro Police	Incident Response Planning	920-788-7505 OR telecommunicators@fvmpd.org
Kimberly Fire Department	Fireworks and Fire Safety	kimberlyfd@vokimberlywi.gov

Additional Important Contacts:

Agency	Area of Expertise	Contact Information
Outagamie County Sheriff's Dept.	Incident Response for Regional Events	920-832-5000
WE Energies	Utilities - Electric	1-800-242-8511
WE Energies	Utilities – Gas	1-800-261-5325
Diggers Hotline	Locates	1-800-242-8511
National Weather Service	Green Bay 24-Hour Hotline	1-800-788-6883
National Weather Service	Forecast Operation Desk	920-497-8771

Special event permit applications are evaluated by each appropriate department depending upon the different areas of expertise needed concerning your application. Formal recommendations for permit approval, contingencies or denial

are submitted to the Village Board for consideration as part of a regularly scheduled meeting. Agendas and meeting packets are publicly posted here: <https://www.vokimberly.org/government/agenda-meeting-minutes/village-board/>

Special Events require Village Board approval. Do not publish information about your event if it has not yet been approved! The Event Sponsor should meet with Village Staff at least 3 months prior to the event date to allow for the approval process. Applications submitted less than 3 months of the event may serve as grounds for denial of the event permit without further consideration.

Special Event Facilitation Considerations

- ☐ Does your event include a parade or fireworks? Additional permit information may be required for a parade or if there will be fireworks. Contact the Department of Public Works at 920-788-7507.
- ☐ Will you be selling and/or serving food? You will need a temporary food-vending permit. Contact the Outagamie County Public Health Department at 920-832-5100.
- ☐ Will you be using Village streets or other public right of way? You will be required to submit a traffic control plan. You need to work with the Street Department (920-788-7507) and Fox Valley Metro Police Department (920-788-7505). Village will require you to notify surrounding businesses and residences if streets will be closed. Please include any requests for barricade, traffic cone, or no parking signage with plan. The village may choose to approve or deny rental of these items.
- ☐ Will tents or other temporary structures be erected? All tents with stakes require Diggers Hotline and private locate clearance. Any fees will be the responsibility of the Sponsor. Locate coordination is the responsibility of the event sponsor. Locates should be requested a week in advance of any tent construction.
- ☐ If your event involves multiple departments (most large events do), Village staff can arrange a meeting to facilitate the discussions with the appropriate personnel. Contact the Parks and Recreation Department 920-788-7507.
- ☐ Will you be serving or selling alcohol? You may need to apply for either a Temporary Class “B” (beer) or Temporary Class “B” (wine). The cost is \$10.00 and the application must be filed with the Village Clerk at least 15 days prior to the event. A licensed operator must also be present during the event.
- ☐ Will you need portable toilets? See event facilitation requirements section of this guide for park restroom capacities.
- ☐ Room capacities and rentals at the Municipal Complex must be addressed at the Village Clerk’s Office 920-788-7500.
- ☐ Shelter capacities and rentals in Kimberly Parks must be addressed at the Parks Office 920-788-7507.
- ☐ Are you planning a tournament? Please make note of updated fee schedule in the “fees” portion of this document.
- ☐ Are you applying for a permit that includes a parade? Please note updated requirements for parade facilitation within the Facilitation Requirements – Site Security Planning – Parade Facilitation portion of this guidebook.

Facilitation Requirements

Restroom Access

Toilet facilities shall be provided based on the anticipated peak crowd size in accordance with the following guidelines: One male & female toilet facility shall be provided for every 500 persons on premise. Any portable units shall be located immediately adjacent to or within the authorized area of the event. Portable toilets should be properly enclosed, in good repair, emptied when full, and a minimum distance of 100 feet away from any food preparation area. All toilet facilities, in use for an event, shall be kept in clean useable condition by the sponsor. For events facilitated in Kimberly Parks, event sponsors may request access to the park restroom facilities. The capacity of these facilities is:

Sunset Baseball Diamond - 2000	Sunset Park Amphitheater - 500
Sunset Park Shelter #1 - 1500	Roosevelt Park - 500
Sunset Lower Diamond - 1500	Sunset Upper Diamond - 750
Verhagen Park - 750	

Parking Accommodations

Special events attract local and regional attendees. As a result, the identification of additional parking accommodation may be required for your event. It is the event sponsor's responsibility to develop overflow parking plans including acquiring written authorization from public and private parking lots. Events planned within public parks in Kimberly with an estimated attendance that exceeds the parking stall count for that facility should submit a parking plan with their application. Please note parking plans that rely on village-maintained parking require approval as part of the special event permitting process. Additional fees may be incurred for revenue generating facilities attached to the parking spaces identified below.

Village maintained parking surfaces	Total parking stall count including accessible stalls
Sunset Upper Lot	140
Sunset Lower Lot w/ Auxiliary Lot	140
Sunset Shelter 1&2 Lots	40
Sunset Beach Lot	240
Roosevelt Park	45
Verhagen Park	35
Municipal Complex	98
Maple Street Public Lot	23

Refuse and Clean Up

The event sponsor must have a litter control and recycling plan in place and pick up litter before, during and after an event that is open to the public. Dumpsters and recycling bins are not provided by the village. You must provide your own or contact a private service or Outagamie County Solid Waste at 920-832-4711 for additional options.

The event organizer is responsible for providing trash cans at various locations and emptying them during the event to prevent overflow. If food vendors are a part of the event, please plan accordingly.

If proper waste management arrangements are not made by the event sponsor and the facility requires additional clean-up at the conclusion of your event, you will be charged for all the time and material needed for the clean-up efforts.

Tournament Specific Information

If you are applying for a permit concerning a tournament, please include the following information with your permit application:

- Specific field requests (Sunset Park Youth, Upper, Lower, Baseball, or Roosevelt Park Diamonds)
- Specific structure requests (Concession stands, restrooms, storage areas, etc.)
- Times of day you are requesting each diamond and structure for.
- Attach a tentative tournament schedule including start and end times for game play.
- Include specifics as to base placement for each diamond requested, pitching rubber/mound placement and chalking requests. Village staff will prep fields for the first game of the tournament, it is the tournament Head of Event responsibility for additional field prep after the first game.
- Please indicate if you are requesting any variances for your tournament (i.e. alterations to park hours, parking requirements, etc.) as these requests will be considered as part of your special event permit application request.

Please note definitions as it relates to ballfield rentals are as follows:

- **Tournament Play – Revenue Generating:** a revenue generating athletic event that involves the rental of one or more ball diamonds or fields and includes multiple teams and games facilitated by for-profit or private individuals, groups, or organizations.
- **Tournament Play – Service Group/Non-Revenue Generating:** an athletic event that involves the rental of one or more ball diamonds or fields and includes multiple teams and games facilitated by non-profit organizations or does not require pay to play fees for participants/teams.
- **Day Use – Non-Tournament – Service Group/Non-Revenue Generating:** athletic events that include league play with single day reservations.
- **Concession Stand Rental – Tournament Play Revenue Generating:** Revenue Generating tournaments using concession stands will be invoiced this fee.
- **Concession Stand Rental – Tournament Play Service Group/Non-Revenue Generating:** Service Groups or Non-Revenue generating tournaments using concession stands will be invoiced this fee.
- **Concession Stand Restroom Access – Tournament Play Revenue Generating:** Tournaments requiring public restroom access for revenue generating tournaments will be invoiced this fee.
- **Concession Stand Restroom Access – Tournament Play Service Group/Non-Revenue Generating:** Tournaments requiring public restroom access for non-revenue generating tournaments will be invoiced this fee.
- **Concession Stand Restroom Access – Day Use Non-Tournament Service Group/Non-Revenue Generating:** This is a non-tournament play fee.

Site Security and General Safety

Safety and security are paramount to the success of your event. Please note, your event may require private security. Events anticipating more than 300 attendees with an alcohol permit or 600 attendees without alcohol served are required to implement a security plan by way of completing an Incident Response Plan. Private security will be required at a ratio of 1:300 for events service alcohol and 1:600 for events without alcohol. The Police and Fire Department, depending on facts and circumstances specific to each event, shall have the discretion to modify this ratio, as they deem necessary. One member of the privately contracted security personnel must be designated as the “Head of Security,” and all security personnel must be clearly identified as security. It is a requirement that security personnel and the head of security wear clothing that clearly identifies them as security. Security personnel must also be at least 18 years old, able to request help if needed, and be reachable at any time by Police or Fire/EMR personnel.

Events applicants are required to additionally identify a “Head of Event” within Attachment A of the guidebook. The identified individual deemed “Head of Event” within Attachment A may include multiple persons for events that span multiple days. Additional requirements for “Head of Event” include:

- People/person identified is available on grounds of the event and via cell phone for the entire timeframe scheduled.
- People/person will maintain absolute sobriety for their scheduled time.
- Individuals will be required to attend a pre-event planning meeting with FVMPD to discuss site security and expectations.
- Scheduled pre-event planning meeting is required at a minimum of 2 months in advance. Date will be scheduled with FVMPD with date identified in Attachment A.

Planning for first aid and EMS services will also be required as part of completing the IRP. The Incident Response Plan detail requirements are located in Attachment B, An IRP required to be submitted before your special event permit application will be considered for approval. Recommended changes from Fox Valley Metro Police must be adhered to regarding safety requirements for the event.

Site Security Planning – Parade Facilitation Requirements

Event sponsors that are planning a parade, please note there are additional security requirements pertaining to your special event. A parade is defined as an event occurring within the street right of way for a minimum length of 2 city blocks resulting in a curb-to-curb lane closure. Events that meet this definition will be required to provide additional security as an added layer of protection for parade participants and attendees. Added security requirements include use of jersey barrier or heavy-duty vehicle parking across the roadway including but not limited to the following locations:

- Behind the starting point of the parade.
- Any additional points in the parade route identified by Village Staff or FVMPD as “critical” within the route.
- At the conclusion of the parade route.

Parade facilitators are required to discuss a plan for implementation with Fox Valley Metro Police Department and Village of Kimberly staff and include key identified barricade locations with a suggested barricade type (i.e. a school bus, snowplow, jersey barrier, etc.) within the mapped parade route submitted with the special event permit request. These items will be included with the request to the Village Board when determining permit approval.

Event Set-up and Take-Down

Please factor into your facility reservations or road closure requests the time it may take to set up for your event or deconstruct temporary facilities. Parks facilities that are impacted for set up and take down will be reserved for the event and charged accordingly. Additional set- up and take-down time may result in additional charges for the sponsor, please plan to the best of your knowledge when completing your permit application. Street closure or no parking requests also need to be reported accurately to assist the village departments facilitating these closures. Please note, for events that use making paint either on grass or pavement: only non-permanent markings shall be used and only with permission from the Village. Please include this information in your permit request.

General Permit Information

Permit amendments or updates

No changes may be made by the sponsor regarding items included in the approved permit application, unless written permission is requested and formally approved in writing. When questions regarding this application arise, they should be directed to the appropriate Department. If questions arise during the event, and the Department representative is unavailable, the originally approved permit application and plan shall prevail. Requested changes that impact a possible IRP must be communicated and approved with Fox Valley Metro Police Department.

Fees

The special event permit fee must be paid at the time of application submittal. For permit fees and facility rental charges, please reference the village's fee schedule here: <https://www.vokimberly.org/resources/fee-schedule/> Please note separate fees for resident vs. non-resident rentals of shelter spaces and tournament vs. day use for ball diamonds and their associated concession stands.

Event staffing is the responsibility of the Sponsor, except where the Village determines that Village personnel are required. When the Village incurs additional expense, due to personnel working overtime, regular hours, setting up, or cleaning up, the cost will be charged to the Sponsor.

Equipment needed to run the event will be the responsibility of the Sponsor. The Sponsor must request the use of Village property in the open such as: Picnic Tables, garbage cans, barricades, street closing signs, cones, no parking signs, fencing, tables/chairs subject to approval of Village Staff.

Fees for operation costs (staff & equipment – facility charges are not included) are as follows:

- All for-profit events pay 100% of the village costs incurred.
- Community Non-profit organizations pay 10% of village costs.
- Other Non-Profit organizations pay 50% of village costs.

An invoice detailing charges for Village services will be sent to the Sponsor following the event. Payment is due within 30 days of the date of the invoice.

Insurance Requirements

Insurance requirements are determined by the size and attractions offered at your event. Please refer to the event table below to determine which level of insurance you will be required to provide. Insurance level requirements are further defined by event size in Attachment C of this guidebook. Village of Kimberly, and its officers, board members, agents, employees, and authorized volunteers shall be listed as Additional Insured on the General Liability Coverage for the event.

Event Size = Insurance Requirements	Description
Small	Event includes no physical activity by participants, no alcoholic beverages.
Medium	The event includes limited physical activity by participants, no severe exposure of spectators to hazards, crowd size less than 10,000 people. Ex. Dances, animal shows, political rallies, flea markets, parades with no floats.
Large	Events include major physical activity by participants, moderate exposure of spectators to hazards, and/or crowd sizes of 10,000-25,000 people. Ex. Team or

	individual sporting events, events with carnival rides, parades with floats, marathons or similar races.
Concessionaire	Concession stand operation for league and tournament activities.

Attachment A: Village of Kimberly Special Event Permit Application

This application is a request for a special event. Please refer to the checklist to see if you will need to contact other departments regarding your event. When requesting use of a facility **please be very specific**. Use exact dates, times, shelters, parks, streets, and areas. Doing so will help avoid delays in processing your request.

This application must be fully complete and on file with the Community Enrichment Director in person at 515 W. Kimberly Avenue or electronically at hfemal@vokimberlywi.gov at least **90 days** prior to the event.

1. Application Information: Contact information for the person completing the application on behalf of an organization	
Name in First, M.I., Last Format	Date of Birth
Address	
Phone Number	Email Address

2. Organization Information: Information about the organization having the special event	
Organization Name:	Organization Email:
Organization Address:	
Organization Phone Number:	Organization Website:
Applicant's relationship to Organization:	

3. Event Details	
Name of event	Estimated event attendance:

Event Location(s)	Event Start Time(s)
Event Date(s)	Event End Times(s)
Event Rain Date (if any):	Event type (please circle): Parade Run/Walk Festival Tournament Other
Event description including purpose, if event has been held before, and the buildings, parks, shelters and open spaces requested for event:	
Please include name and contact information for “Head of Event” identified for your event. If multiple “Head of Event” persons are scheduled, please include date and time schedule of all persons scheduled.	
Please share the scheduled date of pre-event planning meeting with FVMPD	

4. Additional Permitting Details			
1. Does your permit request include street closure or use of street right of way?	Yes	No	If yes, please include a traffic control plan and a copy of the mailer for affected properties with your permit application
2. Will tents or other temporary structures be erected?	Yes	No	If yes, please include the date in which you will schedule public and private locates at the event sponsor’s cost.
3. Does your event include any kind of animals, performances, or amusement rides?	Yes	No	Please submit the appropriate level of insurance based on insurance parameters outlines in Attachment C
4. Are you requesting to sell or serve alcohol?	Yes	No	If yes, please provide correspondence and documentation of liquor license application & complete the alcohol sales portion of the Incident Response Plan in Attachment B.
5. Does your event include fireworks?	Yes	No	If yes, additional documentation and insurance is required.
6. Does your event anticipate an attendance of over 300 people?	Yes	No	If yes, please attach your detailed security plan as part of the Incident Response Plan including the contact information for the head of security.

7. Does your event include a parade?	Yes	No	If yes, please include parade map with barricade plan for review.
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Additional required attachments for permit applications:

- ☐ A detailed overhead map of the event including event amenities and details.
- ☐ If you answered “yes” to any of the questions in section 4.1-5 please attached additional forms or documentation as requested in this section.
- ☐ Parking Plan: overhead map of parking accommodation, estimated parking stalls and addresses of locations, written permission to access these lots, plans for shuttles from lots further than 1 mile from event location.

Please read carefully before signing!

By signing below, I certify that I am at least 18 years of age, that I have read and understand the Special Event Policy, and that I agree to the terms and conditions contained in the Special Event Policy. My signature further confirms (i) that I understand the filing of this application does not ensure the issuance of a Special Event Permit, (ii) that the Special Event Permit Fee is non-refundable, (iii) I will be responsible for ensuring the event and event participants comply with all applicable village ordinances, traffic rules, park rules, state health laws, fire codes and liquor licensing regulations and any other applicable laws, rules and regulations included in the Special Event Guidebook, (iv) that fees for park facilities, food sales permits, tent and fireworks permits, etc., are in addition to the Special Event Permit Fee, (v) that I am authorized to apply for this Special Event Permit on behalf of the organization holding the event (if applicable), and (vi) 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 SPONSOR/ORGANIZATION, IF APPLICABLE, AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE VILLAGE OF KIMBERLY 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 VILLAGE.

I hereby certify that the foregoing facts concerning my Special Event are true to the best of my knowledge:

Authorized Applicant Signature and Date

For Village Staff Use Only			
Date Application was received:		Liquor License Submitted?	Yes/No/Not Applicable
COI on file with appropriate level of coverage:	Yes/No	Permit Fee Payment received:	Resident: \$50 Non-Resident: \$100
Temporary Traffic Control Plan	Yes/No/Not Applicable	Parking Plan Submitted?	Yes/No/Not Applicable

Are locates required?	Yes/No	Date of Locate Call In if needed:	
Security Plan Submitted?	Yes/No/Not Applicable	Application Approval or Denial.	A/D
Signature of Permit Reviewer		Date Signed	

Attachment B: Incident Response Planning Document

Security Plan Details

Please identify a main point of contact covering the duration of your event. Events that span multiple dates or longer periods of time should identify multiple people and specify the spans of time in which they are considered the Coordinator. As a reminder, the coordinator should maintain absolute sobriety for their scheduled dates and times.

Event Board & Coordinator Contact Information			
First and Last name	Cell phone number	Date scheduled as Coordinator	Time(s)

Please provide the contracted service information for private security to include name, point of contact, and contact information: _____

Please attach a narrative outlining the event security plan, this document may be provided by the security company and should outline how many security personnel will be on site, when, where they will be located, and the objectives of their presence/services the company is providing.

Event personnel are defined as Volunteers and Staff. Please provide information on the identification of these key personnel. Please indicate the following identifiers:

1. Volunteer Shirt Color _____
2. Identifying features of shirt _____
3. Staff member coordinating the volunteers including name and phone number _____
4. Staff Shirt Color _____
5. Additional identifying information for event staff: _____

Alcohol Sales

Please provide a description of event alcohol sales as well as a description or drawing of sale locations.

Please provide the manner of ID verification that will be used to identify people of legal drinking age:

Please provide details on any restrictions concerning where event attendees are allowed to consume alcohol:

Attachment C: Village of Kimberly Insurance Requirements

Small Event

It is hereby agreed and understood that the insurance required by the Village of Kimberly is primary and non-contributing coverage and that any insurance or self-insurance maintained by the Village of Kimberly, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing the event and remain in force throughout the entire event, including the cleanup period after the event. Contractor/organizer shall provide proof of insurance to Village of Kimberly in writing before the event commences.

COMMERCIAL GENERAL LIABILITY COVERAGE

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability (including joint negligence coverage), and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

Each Occurrence limit \$ 1,000,000

Personal and Advertising Injury limit \$ 1,000,000

General aggregate limit (other than Products–Completed Operations) **per event/location** \$ 2,000,000

Products–Completed Operations aggregate \$ 2,000,000

Fire Damage limit — any one fire \$50,000

Medical Expense limit — any one person \$5,000

BUSINESS AUTOMOBILE COVERAGE – If used before, during or after the event (Clean-up, etc.)

Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1–“Any Auto” basis.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY - as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:

\$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease – Each Employee

LIQUOR LIABILITY - If the event holder is selling alcoholic beverages, then Liquor Liability with the following limits must be carried: Limits - \$1,000,000 each occurrence/\$2,000,000 aggregate

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE

Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by Village of Kimberly

Acceptability of Insurance – 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.

Additional Insured - On the Commercial General Liability Coverage, Business Automobile Coverage and Liquor Liability the Village of Kimberly, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds. On the Commercial General Liability, including Liquor Liability the additional insured coverage must be as provided on ISO Forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or their equivalent.

Waivers of Subrogation - All event liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the Village of Kimberly, its officers, council members, agents, employees, and authorized volunteers.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the organizer's policy must be declared to the Village of Kimberly and satisfied by the organizer.

Evidence of Insurance – A copy of the Certificate of Insurance must be on file with the Village of Kimberly prior to the event.

Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.

Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:

The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.

Insurance must be maintained, and evidence of insurance must be provided for a minimum of three years after completion of the contract services.

If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.

Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to Village of Kimberly, except where cancellation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

Medium Event

It is hereby agreed and understood that the insurance required by the Village of Kimberly is primary and non-contributing coverage and that any insurance or self-insurance maintained by the Village of Kimberly, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing the event and remain in force throughout the entire event, including the cleanup period after the event. Contractor/organizer shall provide proof of insurance to Village of Kimberly in writing before the event commences.

COMMERCIAL GENERAL LIABILITY COVERAGE

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability (including joint negligence coverage), and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

Each Occurrence limit \$ 2,000,000

Personal and Advertising Injury limit \$ 1,000,000

General aggregate limit (other than Products–Completed Operations) **per event/location** \$ 4,000,000

Products–Completed Operations aggregate \$ 4,000,000

Fire Damage limit — any one fire \$50,000

Medical Expense limit — any one person \$5,000

BUSINESS AUTOMOBILE COVERAGE – If used before, during or after the event (Clean-up, etc.)

Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY - as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:

\$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease – Each Employee

AIRCRAFT LIABILITY (including helicopter) – Owned, Non-Owned or hired.

If this exposure exists, the Aviation/Aircraft Liability limits must be at least \$5,000,000 per occurrence and at least \$10,000,000 in the aggregate for bodily injury and property damage. Any liability exclusions relating to slung cargo must be deleted.

UNMANNED AIRCRAFT LIABILITY – if the event includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.

LIQUOR LIABILITY - If the event holder is selling alcoholic beverages, then Liquor Liability with the following limits:

Limits - \$1,000,000 each occurrence/ \$1,000,000 aggregate

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE

Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by Village of Kimberly

Acceptability of Insurance – 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.

Additional Insured - On the Commercial General Liability Coverage,

Business Automobile Coverage, Aircraft Liability (if exposure exists), and Liquor Liability the Village of Kimberly, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds. On the Commercial General Liability including Liquor Liability, Aircraft Liability, the additional insured coverage must be as provided on ISO Forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or their equivalent.

Waivers of Subrogation All event liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the Village of Kimberly, its officers, council members, agents, employees, and authorized volunteers.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the organizer's policy must be declared to the Village of Kimberly and satisfied by the organizer.

Evidence of Insurance – A copy of the Certificate of Insurance must be on file with the Village of Kimberly prior to the event.

Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.

Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:

The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.

Insurance must be maintained, and evidence of insurance must be provided for a minimum of three years after completion of the contract services.

If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.

Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to Village of Kimberly, except where cancellation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

Large Event

It is hereby agreed and understood that the insurance required by the Village of Kimberly is primary and non-contributing coverage and that any insurance or self-insurance maintained by the Village of Kimberly, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing the event and remain in force throughout the entire event, including the cleanup period after the event. Contractor/organizer shall provide proof of insurance to Village of Kimberly in writing before the event commences.

COMMERCIAL GENERAL LIABILITY COVERAGE –

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability (including joint negligence coverage), and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

Each Occurrence limit \$ 3,000,000

Personal and Advertising Injury limit \$ 1,000,000

General aggregate limit (other than Products–Completed Operations) **per event/location** \$ 5,000,000

Products–Completed Operations aggregate \$ 5,000,000

Fire Damage limit — any one fire \$50,000

Medical Expense limit — any one person \$5,000

BUSINESS AUTOMOBILE COVERAGE – If used before, during or after the event (Clean-up, etc.)

Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$2,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY – as required by

Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

Must carry coverage for Statutory Workers Compensation and Employers Liability with limits of:

\$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease – Each Employee

Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

UMBRELLA COVERAGE provides coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by Village of Kimberly.

AIRCRAFT LIABILITY (including helicopter) – Owned, Non-Owned or hired.

If this exposure exists, the Aviation/Aircraft Liability limits must be at least \$5,000,000 per occurrence and at least \$10,000,000 in the aggregate for bodily injury and property damage. Any liability exclusions relating to slung cargo must be deleted.

UNMANNED AIRCRAFT LIABILITY – if the event includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.

LIQUOR LIABILITY - If the event holder is selling alcoholic beverages, then Liquor Liability with the following limits:

Limits - \$1,000,000 each occurrence/ \$2,000,000 aggregate

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE

Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by Village of Kimberly

Acceptability of Insurance – 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.

Additional Insured - On the Commercial General Liability Coverage,

Business Automobile Coverage, Aircraft Liability, Umbrella Liability, and Liquor Liability the Village of Kimberly, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds. On the Commercial General Liability including Business Auto, Liquor Liability, Aircraft Liability, and Umbrella Liability the additional insured coverage must be as provided on ISO Forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or their equivalent.

Waivers of Subrogation All event liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the Village of Kimberly, its officers, council members, agents, employees, and authorized volunteers.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the organizer's policy must be declared to the Village of Kimberly and satisfied by the organizer.

Evidence of Insurance – A copy of the Certificate of Insurance must be on file with the Village of Kimberly prior to the event.

Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.

Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:

The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.

Insurance must be maintained, and evidence of insurance must be provided for a minimum of three years after completion of the contract services.

If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.

Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to Village of Kimberly, except where cancellation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

Concessionaire

It is hereby agreed and understood that the insurance required by the Village of Kimberly is primary and non-contributing coverage and that any insurance or self-insurance maintained by the Village of Kimberly, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the concession is completed/over (including cleanup if any) or the length of time that is specified in a contract.

Contractor/organizer shall provide proof of insurance to Village of Kimberly in writing before the event commences.

COMMERCIAL GENERAL LIABILITY COVERAGE –

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability (including joint negligence coverage), and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

Each Occurrence limit \$ 1,000,000

Personal and Advertising Injury limit \$ 2,000,000

General aggregate limit (other than Products–Completed Operations) **per event/location** \$ 2,000,000

Products–Completed Operations aggregate \$ 2,000,000

Fire Damage limit — any one fire \$50,000

Medical Expense limit — any one person \$5,000

BUSINESS AUTOMOBILE COVERAGE– If used before, during or after the event (Clean-up, etc.)

Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY - as required by

Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

Must carry coverage for Statutory Workers Compensation and Employers Liability with limits of:

\$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease - Each Employee

LIQUOR LIABILITY - If the event holder is selling alcoholic beverages, then Liquor Liability with the following limits: Limits - \$1,000,000 each occurrence/ \$2,000,000 aggregate

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE

Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by Village of Kimberly

Acceptability of Insurance – 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.

Additional Insured - On the Commercial General Liability Coverage, Business Automobile Coverage and Liquor Liability the Village of Kimberly, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds. On the Commercial General

Liability including Liquor Liability the additional insured coverage must be as provided on ISO Forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or their equivalent.

Waivers of Subrogation All event liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the Village of Kimberly, its officers, council members, agents, employees, and authorized volunteers.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the organizer's policy must be declared to the Village of Kimberly and satisfied by the organizer.

Evidence of Insurance – A copy of the Certificate of Insurance must be on file with the Village of Kimberly prior to the event.

Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.

Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:

The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.

Insurance must be maintained, and evidence of insurance must be provided for a minimum of three years after completion of the contract services.

If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.

- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to Village of Kimberly, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

Attachment D:

Event planners are welcome to use the following Incident Response Planning information to assist with event security planning. Special event permit applicants are not required to submit this information with their permit application, it is merely meant as a template to assist with event planning and site security.

The purpose of this emergency plan is to prepare event officials for either a natural or man-made disaster during the special event. The Emergency Plan implemented in this document is hereby established to safeguard lives and properties in the event an emergency or incident occurs during the event.

ASSUMPTIONS

The event is subject to numerous hazards. Potential emergency incidents during this event could include one or more of the following:

- Natural – weather related incidents such as severe storms, tornadoes, etc.
- Technological – incidents such as fire, explosion, structure collapse, hazardous materials release
- Transportation – motor vehicle accidents
- Medical Emergencies – personal health or accident related
- Civil Disorder – domestic situations
- Miscellaneous Emergencies

The Incident Command System will be used to manage all emergencies, and an Incident Command Post will be set up.

EMERGENCY PLANNING REQUIREMENTS

- **Fox Valley Metro Police Department Requirements**
 1. To provide contact information to the event coordinator.
 2. Notify the event coordinator as soon as possible of any imminent or potential emergency situations.
 3. Assume responsibility for decision on event operation when an emergency arises or is imminent (restricting areas /cancellation of events/event evacuation/restricting traffic or patron access or exit, etc.).
 4. Assist with notification of other emergency organizations (EMT, Fire Department, County Sheriff's Dept., County Emergency Management, etc.) if assistance is needed.
 5. Return the event to normal operations as soon as feasible to the event coordinator.
 6. Provide directions to the event coordinator of their responsibilities or assistance that may be required.
 7. Assist with Incident Command Post and designated media spokesperson if necessary.
 8. Work with event coordinators and other emergency agencies to determine methods for public notification/awareness.
- **Event Coordinator/Board Requirements**
 1. Establish contact with Fox Valley Metro Police Department Personnel.
 2. Ensuring the safety of all Patrons/Volunteers/Staff is of primary importance in any emergency.
 3. Adhere to all directives and requirements from the Incident Command in emergency situations.
 4. Complete all required permit information.
 5. Submit to Village required liability insurance permits.
 6. Provide the wind rating for (all/general gathering only) tents.
 7. Establish a procedure for internal communication with operations staff in case of emergency procedure.

8. Assist with communication with patrons/volunteers on emergency directives as provided by the Police Department or Incident Command.
9. Ensure training of all staff and volunteers in emergency response procedures.
10. Defer all media comments regarding emergency situations to the Fox Valley Metro Police Department or designated spokesperson who will coordinate with the event spokesperson.
11. In an emergency the event coordinator will respond to the designated Incident Command Post.

- **Event Staff /Volunteers Requirements**

1. Ensure the safety of all Visitors is primary importance in any emergency.
2. Adhere to all directives and requirements from the Fox Valley Metro Police Department in emergency situations.
3. Assist with communication to patrons/volunteers on emergency directives as provided by the Fox Valley Metro Police Department or Incident Command.
4. Defer all media comments in an emergency to Fox Valley Metro Police Department or designated spokesperson.
5. People must protect themselves first, then proceed to assist others if possible.
6. Cease all outside activity when the possibility of lightning is present. Unplug all electrical equipment if possible.
7. During severe weather secure all tools and equipment if possible. (Ensure that anything that can blow away is brought indoors or fastened down).
8. If you are injured, remain as you are. First Responders will be along shortly, and a head count will be taken.
9. After an emergency event if you escape injury, make yourself available to others who may not have been so fortunate.
10. Use phone only for emergencies.

SCHEDULE OF EVENTS

Prepare a formal schedule of events

INCIDENT COMMAND SYSTEM AND EVENT COORDINATION

The event coordinator is ultimately responsible for all events and functions held or related to it. In the situation that outside events are held on the event grounds, the event sponsors shall be responsible for the time and area related to the sponsored event.

The Fox Valley Metro Police Department on-scene supervisor will serve as initial Incident Commander in all emergency incidents or situations. The Incident Command will be transferred immediately to the appropriate emergency response agency upon their arrival and situation briefing. At that time, the Event Coordinator will work with Incident Command.

The following resources will be on or near the event grounds:

- Incident Command Post.

- Police.
- Medical First Responders.
- Ambulance.
- Fire Truck.

The Incident Command Post shall be off-limits to staff, vendors and volunteers during the operational time of the Incident Command Post.

Only command staff, section chiefs or other people authorized by the IC shall be permitted within the Incident Command Post.

A. LINES OF AUTHORITY/ORDER OF SUCCESSION

1. The line of succession for the event coordination of the event is as follows:
 - a. Name, Position, Home, Work and Cell:
 - b. Name, Position, Home, Work and Cell:
 - c. Name, Position, Home, Work and Cell:
2. If there is an absence, disability, or incapability of the event coordinator in line of succession then the line of succession will follow the order of the Incident Commander.
3. The line of succession shall remain in effect until a senior member of the line of authority for the event is present or a mutual agreement to release and accept command is made between the above-listed event officials.

B. STAFF AND VOLUNTEER ACCOUNTABILITY

The accountability of all staff and volunteers working on the event grounds shall be maintained as follows:

Checking In:

1. All event staff and volunteers will check in with (name and position) located at (location) for checking in.

Checking Out:

1. All event personnel will check out with (name and position) located at (location) to sign out and turn in their respective identification badge.

Personnel no longer serving in an official capacity and who will become a spectator on the event grounds will be required to change out of their respective uniforms/T-shirt.

C. EMERGENCY FUNCTIONS

1. Incident Command Post

The Incident Command Post for the event operations will be at (location) (on/near) the event grounds.

2. Communications

- a. Event staff and volunteers will communicate using (private radio/walkie talkie and list channel).

- b. Incident Command and the event coordinator will communicate by (private radio/cell phones, etc.).
 - c. The event coordinator will maintain a communications link on the grounds to/and with the Outagamie County Communication Center/911.
 - d. The event coordinator will communicate emergency information with spectators/attendees by (loudspeaker systems, bull horn, etc.) See Attachment # 1 for the announcements.
 - e. In the event an emergency occurs the event coordinator and Incident Command will confer before any emergency action is taken and announced. In extreme life safety circumstances Incident Command will initiate and communicate emergency actions first to the public and update the event coordinator/board as soon as possible.
 - f. Additional resources are available through Outagamie County to disseminate emergency warning and notification to the public by:
 - Emergency media release to local television, radio and newspaper services
 - Outdoor Warning System using a siren with a continuous sound for two – three minutes
 - g. The event coordinator, or their designee, shall answer all follow-up inquiries from news media regarding the situation, but only regarding event inquiries. Information about emergency response agencies shall be provided by their Public Information Officer.
3. Incident Management
- a. Upon declaration of an emergency, the emergency response team and the event coordinator shall report to the Incident Command Post. The event coordinator will be a liaison between the Incident Command and the event.
 - b. The (Name) event (will/will not) provide on-site security. Security will be on the event grounds from ___(time range)___ and the Security base of operations will be _(location)_.
 - c. Event Security Personnel will assist in maintaining the safety and welfare of all people on the grounds during the event. They will function under the direction of the _(Title)_ and shall assist in crowd control to expedite a safe, prompt exit from the grounds in normal or emergency times.
 - d. Event Volunteers/Staff are expected to assist the general public.
 - e. Any requested mutual aid for law enforcement, fire and/or EMS will report to (location)_, receive a situation briefing and directed to the appropriate location and task.
4. Medical Emergencies
- a) Onsite medical care is under (Event Board or Incident Command) is provided by (agency name or private organization) and medical personnel are located at (location). A first aid tent/stand is at (location).
 - b) The _____ First Responders and Gold Cross Ambulance will respond to medically dispatch 911 phone calls at the event.
 - c) FVMPD will monitor _____ channel and restrict traffic to allow the First Responders and Gold Cross onto and off the premise.

- d) Patients requiring additional medical attention are transported by Gold Cross Ambulance or a mutual aid agency to either Appleton Medical Center or St. Elizabeth's Hospital in Appleton.
- e) Trauma patients are transported to Theda Clark Medical Center in Neenah unless another hospital is designated for the patient.

5. Air Medical Transport

- a) In cases of a medical emergency requiring air medical transport, the Incident Commander will notify the Communication Center to request Theda Star for air transport and the fire department for landing zone setup.
 - a. Theda Star communications (dispatch) will contact other medical resources if necessary.
- b) Air to ground communications should be established as soon as possible and will be conducted on MARC 2 (Outagamie County "Air Ops.")
- c) The Landing Zone is located at _____.
- d) It is the Fire Department's responsibility to set up, maintain and operate the helicopter landing zone for air transport.
- e) The fire department should oversee the landing zone until the helicopter is out of the area.
- f) See Outagamie County Fire/EMS Association SOG 1-24 for further information.

EMERGENCY RESPONSE ACTIONS

1. Severe Thunderstorms

A severe thunderstorm can produce one inch hail or larger in diameter and/or winds equal or exceed 58 miles an hour. These storms also have lightning strikes and can produce tornadoes with little or no advance warning.

Common hazards from severe thunderstorm during an outdoor event:

- Straight-line winds: risk of collapsing tents, flying debris, and down tree branches causing injuries and/or fatalities
- Lightning strikes: risk of fire, injuries and/or fatalities
- Hail: risk of injuries and damage to temporary structures and unprotected equipment
- Flash flooding: 6" of water can cause vehicles to stall or loss of control and 12" of water will cause many cars to float.

The Incident Command Post will monitor the weather using NOAA weather radio or text notification system. The NWS Green Bay website is a resource for monitoring weather along with the local media.

a) **Severe Thunderstorm Watch**

This is issued by the National Weather Service when conditions are favorable for the development of severe thunderstorms in and close to the watch area over the next 4 - 8 hours.

- a. IC will notify event coordinator and public safety personnel.
- b. The event coordinator will notify their volunteers by (communication method) and attendees by (communication method) of the watch.

- c. IC and the event coordinator will assess which events are scheduled during the watch time period and the potential impact on the schedule if shelters are required.
- d. IC and the event coordinator reviews the plans for Severe Thunderstorm Warning and solve any issues if sheltering is required.
- e. IC and the event coordinator monitor the radar and watch the weather.

b) Severe Thunderstorm Warning

This is issued when a severe thunderstorm produces hail one inch or larger in diameter and/or winds equal or exceed 58 miles an hour. People at outdoor events in the affected area should seek safe shelter immediately.

- a. Upon notification of the Severe Thunderstorm Warning for Outagamie County the Incident Commander will assess if the event is in the path of the storm and notify the event coordinator.
- b. The event coordinator will notify event staff by (communication method) and announce the Severe Thunderstorm Warning and to assist visitors to the shelters.
- c. The Incident Command Post will notify public safety personnel by (communication method).
- d. (Event staff person) will announce on the (communication method) of the Severe Thunderstorm Warning to all attendees using the announcement in Attachment # 1 and direct visitors to shelters located at (location).
- e. Incident Command Post staff and event coordinator must take shelter five minutes before the storms arrival and monitor the weather for the storm to pass.
- f. After the threat from the thunderstorm has passed the IC will notify event coordinator. Event staff can notify the attendees to return from the shelter location.

2. Tornadoes

A Tornado is a violently rotating column of air within a thunderstorm able to cause devastating destruction. The most common hazard from a tornado during an outdoors event are winds from 65 – 200+ mph winds causing:

- Flying debris including cars
- Destroyed buildings
- High potential for injuries and fatalities
- Blocked roads preventing travel

In rare cases the National Weather Service will predict a tornado outbreak and the Incident Commander and event coordinator should decide if the event is cancelled, postponed or shortened.

a) Tornado Watch

This is issued by the National Weather Service when conditions are favorable for the development of tornadoes in and close to the watch area over the next 4 – 8 hours.

- a. Incident Commander will notify event coordinator and public safety personnel of the warning.

- b. The event coordinator will notify their volunteers by (communication method) and attendees by (communication method) of the watch.
- c. Incident Commander and the event coordinator will assess which events are scheduled during the watch time period and the potential impact on the schedule if shelters are required.
- d. Incident Commander will assess how long it will take to evacuate the event attendees and reach the shelter location.
- e. Incident Commander and the event coordinator reviews the plans for Tornado Warning and solve any issues if sheltering is required.
- f. Incident Commander and the event coordinator monitor the radar and weather watch.

b) Tornado Warning

A tornado has been sighted or indicated by weather radar. Take shelter immediately.

- a. Upon notification of the Tornado Warning for Outagamie County the Incident Commander will assess if the event is in the path or near the storm and notify the event coordinator.
- b. The event coordinator will notify event staff by (communication method) and to activate the sheltering plan.
- c. The Incident Commander will notify public safety personnel by (communication method.)
- d. (Event staff person) will announce on the (communication method) of the Tornado Warning to all visitors and direct them to the shelters located at (location).
- e. ICP staff and event coordinators must take shelter five minutes before the storm arrives and monitor the weather for the storm to pass.
- f. After the threat from the storm has passed the Incident Commander will notify the (Event Coordinator/Board). Event staff can notify the visitors to return from the shelter location.

Emergency Shelters

- a. In the event that a situation arises that is or may potentially be hazardous to the health and safety of the attendees of the (Event Name), event staff/volunteers shall direct visitors and guests to an emergency shelter. The shelters shall be opened under the direction of the (Event Coordinator/Board) and the Incident Commander.
- b. Critical Indicators for sheltering in place:
 - The event is short term, < 1 hour
 - There is no time to evacuate the grounds, or the process of evacuating will do more harm.
 - Significant infrastructure damage has occurred to the grounds or the immediate area preventing self-evacuation of the grounds.
- c. It is estimated to take (minutes) for visitors and volunteers to walk to the location and take shelter.
- d. A decision to evacuate must be made (of minutes) before any severe weather impacts the event grounds to allow time for visitors, volunteers and public safety to shelter. Failure to evacuate places put people's lives at risk.

- e. Minors without adult supervision and others seeking assistance or transportation shall be brought to the shelter with at least two event staff and volunteers for supervision and accountability
- f. Emergency shelters on event grounds are in the following locations:
(list shelters on-site, who has key access, phone numbers, back up contact, which doors and rooms to use, handicap accessible doors)
- g. Emergency shelters not located on the _____ property:
(list shelters on-site, who has key access, phone numbers, back up contact, which doors and rooms to use, handicap accessible doors)
- h. See Attachment # 1 for public announcements on weather and evacuation.

Medical Emergency

The following guidelines shall be followed during a first aid emergency by event staff and volunteers:

- a. Call the (First Aid Tent or First Responders) by (communication method) of the medical emergency. Provide the location and the medical emergency

OR

Dial 911 or instruct a by-stander to dial 911. Provide the following information:

- Your name
 - Location of the emergency
 - Any available details of accident or illness
- b. Contact the (Event Coordinator/Board) by (communication method).
- c. The (Event Coordinator/Board) will send an event staff or volunteer to meet the emergency unit if dispatched and assist emergency personnel to the location of the victim.
- d. Do not move injured or ill person unless it is necessary to avoid further injury, such as a fire or tornado. Do not touch any bodily fluids.
- e. Reassure the accident victim or ill person that emergency assistance is on the way.
- f. If trained, begin rendering first aid including CPR if necessary. A First Aid Kit(s) and an AED are located _____ and can be requested by contacting (person and phone number).

Found/Missing Child

A lost child is not uncommon, but consideration must always be given to the possibility of criminal involvement in such cases. In the event that a child is reported missing, the following guidelines should be followed.

- a. Found Child
- Contact the (Event Coordinator/Board) who will request a Police Officer to the location
 - Attempt to obtain name of child and the parent's name if possible.
 - If unable to obtain the child's or parent's name, use a description of the child in the announcement.

- Use the public address system to announce the parents' name and location to meet.
- ONLY the Police Officer should verify the adult's reporting to pick up the child are the parents or legal guardian. Also, the Officer should verify the child was lost because of negligence or by accident.
- After the Officer verifies the child belongs with the adult the child can be released.

Missing Child

- Immediately contact the event coordinator who will request an Officer at the location.
 - If a Missing Child notice is given by a parent, guardian, or other responsible individual, note the present time and gather the following information: family member's name, address, child's name, description/clothing, location child was last seen and time the child was noted missing.
 - The Officer will request to make an immediate announcement over the public address system.
 - The reporter should be requested to remain at the location while others look for the child. If the reporter insists on searching, advise that it is necessary that they return to the (location) if they are successful in finding the child because a report to law enforcement will be made after a designated lapse of time.
 - If the search for the Lost Child is not successful, after a (five/ten/fifteen minutes) the Officer shall radio the 911/Communication Center to notify authorities of the missing child.
 - The designated "Lost Child Recover Center" will be the _____.

Fire

- Upon discovery of a fire, call 911 from a safe area and provide the following information: your name, where the fire is located and details of the fire emergency.
- Contact the Event Coordinator/Board.
- The Event Coordinator/Board will immediately contact the IC.

Evacuate the immediate area.

- IC will send Fire Fighters or Police Officers to the location to control the scene,

Bomb Threat

If a bomb threat is reported, the following guidelines should be followed:

- Any person receiving a bomb threat should remain calm and obtain as much information as possible, including:
 - Where is the bomb?
 - When will it go off?
 - What does the bomb look like?
 - Why was the bomb put there?

- How did the bomb get there?
- b. Listen to any possible background noises, e.g., music, train, machinery, or other identifiable sounds.
- c. Write down the exact words of the caller and characteristics of the caller's voice and speech. Note the time.
- d. Contact 911 and then notify the event coordinator.
- e. If a local area search is directed, IC will direct the public safety agencies and request staff/volunteers make a visual check of their area for anything unusual or suspicious. DO NOT TOUCH or move anything unusual or suspicious.
- f. If a suspicious package is discovered, do not turn on/off lights, use a cell phone or other electronic devices. Clear the building immediately and contact (911 or IC).
- g. If evacuation is ordered, event staff/volunteers shall assist visitors with evacuating the grounds.
- 8. Civil Disturbance/Disorderly Conduct

Event staff/volunteers are encouraged to notice and pay attention to any situation that seems unusual, even during the light atmosphere of the event. If any scene looks extremely suspicious, event officials should report the suspicious activity to the (Event staff or Public Safety personnel).

a) Non-Emergency

If an individual is acting in a suspicious or hostile aggressive manner (distracted, harassing, or abusively angry person), even if that person is not violent and no immediate threat is present, staff/volunteers should:

- a. Notify (Either to Event staff or Public Safety personnel).
- b. Do not argue with him/her. Act in a courteous manner and try to calm the person down. There may be situations where you can use your customer service skills, best judgment and experience to help defuse the situation.
- c. Keep distance between yourself and the individual.
- d. Become aware of escape routes.
- e. Be ready to summon Law Enforcement if the situation escalates to an emergency.
- f. Contact 920-788-7505 to report non-emergency events involving suspicious activity that is not life threatening.

b) Emergency

If it is reasonable to believe that an individual is acting in a manner that poses an immediate threat to you or others, staff/volunteers should:

- a. Seek safety by leaving the area if possible.
- b. Notify (Either to Event staff or Public Safety personnel).
- c. Contact 911 and provide the following information: Name, location and the specifics of the event in a clear and concise manner.
- d. Make no attempt to control a violent individual.

B. TRANSPORTATION PLAN

1. Main Routes

- a. The main routes into the event grounds are (list them) and will be labeled by the event staff.

2. Shuttles/Buses

- a. Shuttles will be used from the _____ parking lots to the event grounds
- b. Valley Transit route will drop off and pick up at _____.

3. Public Safety Traffic Routes

- a. All emergency and non-emergency traffic for police, fire and EMS will be: _____

4. Entrance and Exits

- a. The entrances to the event are: _____
- b. The exits for the event are: _____

5. Evacuation Routes

- a. If the IC orders an evacuation of the event grounds because of life safety concerns the following will be implemented: (List the routes for pedestrians to walk to their cars and also for traffic to exit onto the roads. List any mutual aid assistance)

6. The peak hours of travel to and from the event will be _____ though there will be traffic throughout the day.

Attachment 1 – Weather Emergency Notifications

SEVERE THUNDERSTORM WATCH (ADVISORY)

"Attention all _____ Visitors and Volunteers. Outagamie County is now under a Severe Thunderstorm Watch. The National Weather Service has indicated that conditions are favorable for Severe Thunderstorms in our area. We will keep you informed of further developments. **(REPEAT TWICE)**

SEVERE THUNDERSTORM WARNING (ACTION)

"Attention all _____ Visitors and Volunteers. _____ is now being evacuated. Outagamie County is under a Severe Thunderstorm Warning. The National Weather Service has indicated that storms with heavy rain, high winds and/or hail are approaching our area. Please evacuate the grounds and go to (shelter location)." **(REPEAT TWICE)**

TORNADO WATCH (ADVISORY)

"Attention all _____ Visitors and Volunteers. Outagamie County is now under a Tornado Watch. The National Weather Service has indicated that conditions are favorable for severe thunderstorms capable of producing tornados in our area. We will keep you advised of further developments." **(REPEAT TWICE)**

TORNADO WARNING (ACTION)

"Attention all _____ Visitors and Volunteers. _____ is now being evacuated. Outagamie County is now under a Tornado Warning. Please evacuate the grounds and exit the parking area in

an orderly fashion. If you see a tornado, seek shelter in a low-lying area or where directed by emergency personnel. **(REPEAT TWICE)**

GENERAL SEVERE WEATHER ANNOUNCEMENT (ADVISORY)

"Attention all _____ Visitors and Volunteers, Outagamie County may be experiencing severe weather later in the day. Please be aware of changing weather conditions. We will keep you informed of further developments. **(REPEAT)**

GENERAL SEVERE WEATHER EVACUATION ORDER (ACTION)

"Attention all _____ Visitors and Volunteers, _____ is now being evacuated. The National Weather Service has indicated that severe storms are in or are approaching our area. Please evacuate the grounds and exit the parking areas in an orderly fashion." **(REPEAT TWICE)**

Attachment 2, Found and Missing Persons Notification

1) FOUND CHILD/ADULT

"Attention _____, a (child/adult) has been separated from their party. Their first name is (persons given name). They are located at (location). We are looking for (name of family/party). Please contact the nearest Police Officer or (event) personnel if you have information concerning this person. Thank you." **(REPEAT TWICE)**

2) MISSING CHILD/ADULT

"Attention _____ visitors, a missing (child/adult) has been separated from their party. Their first name is (persons given name). They are (age). They are wearing (clothing description). Please contact the nearest Police Officer or (event) personnel if you have information concerning this person. Thank you." **(REPEAT TWICE)**