



VILLAGE BOARD AGENDA

Monday, February 02, 2026 at 5:00pm
Rick J. Hermus Council Chambers
515 W. Kimberly Ave.
Kimberly, WI 54136

1. Call to Order
2. Roll Call
3. Moment of Silent Reflection, Pledge of Allegiance
4. President's Remarks
5. Approval of January 26, 2026 Meeting Minutes
6. Unfinished Business for Consideration or Action
 - a. None
7. New Business for Consideration or Action
 - a. Resolution No. 1, Series of 2026 Declaring Intent to Exercise Special Assessment Powers
 - b. Memorandum of Understanding- Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program
 - c. Discuss Amendments to Section 308-4 Classes of Licenses and Section 308-19 Continual Use Requirement
8. Public Participation
9. Adjournment

Village Board Meeting- Virtual Attendance Info

February 2, 2026 at 5:00pm

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

<https://meet.goto.com/916837077>

You can also dial in using your phone.

Access Code: 916-837-077

United States (Toll Free): 1 866 899 4679

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
01/26/2026**

A meeting of the Kimberly Village Board was called to order on Monday, January 26, 2026 at 5:00pm in the Rick J. Hermus Council Chambers, 515 W. Kimberly Ave by President Kuen.

Board Present: President Chuck Kuen, Trustees Tom Gaffney, Mike Hruzek, Norb Karner, Lee Hammen, and Marcia Trentlage
Board Excused: Trustee Dave Hietpas
Staff Present: Clerk-Treasurer Jennifer Weyenberg, Administrator/Director of Public Works Danielle Block, and Community Development Director Sam Schroeder
Others Present: Judy Hebbe of the Times Villager, WBAY News

President's Remarks

None

Approval of Minutes from the 01-19-2026 Meeting

Trustee Hammen moved, Trustee Trentlage seconded the motion to approve. Motion carried by unanimous vote of the board.

Public Hearing on Planned Unit Development Amendment- Blue at the Trail subdivision

Trustee Trentlage moved, Trustee Karner seconded the motion to convene into a public hearing. Motion carried by unanimous vote of the board at 5:00pm. Doug Woelz, resident at 351 Satori Trl, spoke on elements of concern within the planned unit development amendment. Trustee Hammen moved, Trustee Karner seconded the motion to close the hearing and reconvene into the regular meeting at 5:05pm. Motion carried by unanimous vote of the board.

Unfinished Business

None

New Business

Site & Architectural Review Amendment- Ellipticon located at 424 S Washington St

Trustee Karner moved, Trustee Trentlage seconded the motion to approve the amendment as it relates to the extension of hours, contingent upon the business maintaining compliance with ordinance requirements related to maximum decibel limits. Motion carried by unanimous vote of the board.

Planned Unit Development Amendment- Blue at the Trail subdivision

Trustee Karner moved, Trustee Gaffney seconded the motion to approve with the following conditions:

1. Any changes not made to the original Planned Unit Development shall remain the same or revert to the underlying zoning classification.
2. Site Plan and Architectural Review and Approvals shall be required for all non-single family developments.
3. The Condominium Plat is legally terminated per Wisconsin State Statutes and a Final Plat is approved and recorded in its place.

4. The restrictions and covenants as listed in the Planned Unit Development Narrative, the Final Plat and the Covenants are incorporated herein.
5. Minor modifications to the Planned Unit Development shall be permitted upon review by the Village staff.
6. The Covenants to be recorded with the Plat shall be updated to reflect a minimum 6/12 roof pitch as a well as note that all single-family homes shall have a minimum of 1/3 of the front of the home covered by varying materials other than vinyl siding to include but not limited to board and batten, stucco, cedar impressions, stone, or brick. Motion carried by unanimous vote of the board.

Final Plat Review- Blue at the Trail

Trustee Hammen moved, Trustee Trentlage seconded the motion to approve the Final Plat for the Blues at the Trail with the following conditions:

1. All Lots shall be serviced by laterals connected to public utility mains at the developer’s costs.
2. Any duplicate service utility laterals shall be properly abandoned at the developer’s costs.
3. Plat approval is conditioned upon the approval of the Planned Unit Development Amendment in conjunction with the flexibility as noted on the plat.
4. Developer shall execute a separate Agreement with the Village ensuring Wisconsin State Statutes are met and the condominium declaration is legally dissolved prior to the recording of a final plat. Failure to execute would cause the Village to rescind and void all approvals.
5. Final Covenants shall be updated to reflect a minimum 6/12 roof pitch as a well as note that all single family homes shall have a minimum of 1/3 of the front of the home covered by varying materials other than vinyl siding to include but not limited to board and batten, stucco, cedar impressions, stone, or brick. This is a similar restriction that is found in the Rivers Edge Subdivision. Motion carried by unanimous vote of the board.

Application for “Class B” Liquor License for My Gathering Hub, Inc. (Jen Plamann, Agent)

Trustee Karner moved, Trustee Gaffney seconded the motion to approve the “Class B” liquor license for My Gathering Hub, Inc. This license expires on June 30, 2026. Motion carried by a 5-1 vote with Trustee Hruzek opposed.

Certified Survey Map- White Cedar Parkway and E Papermill Run

Trustee Hammen moved, Trustee Trentlage seconded the motion to approve the proposed four lot Certified Survey Map for Parcels 250-088702, 250-088703, and 250-088704 as presented provided the easement is executed to provide access to Lot 2 and 3 of the proposed Certified Survey Map. Motion carried by unanimous vote of the board.

Fee Schedule Update- Real Estate Inquiries

Trustee Trentlage moved, Trustee Gaffney seconded the motion to approve the updated 2026 Village fee schedule to include the real estate closing account charge assessed by the water utility effective as of February 1, 2026. Motion carried by unanimous vote of the board.

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 conduct specific public business in which competitive or bargaining reasons required a closed session related to properties located in TID No. 6. Motion carried by unanimous vote of the board at 5:20pm.

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 of the board at 5:40pm.

Jennifer Weyenberg
Village Clerk-Treasurer

Dated 01/27/26
Drafted by: ELZ
Approved by Village Board: _____

**VILLAGE OF KIMBERLY
OUTAGAMIE COUNTY, WISCONSIN
RESOLUTION NUMBER 1, SERIES OF 2026**

**A PRELIMINARY ASSESSMENT RESOLUTION DECLARING INTENT TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER CHAPTER 66.0703 AND AS APPLICABLE
SECTIONS 61.34, 61.36, 66.0701, 66.0703(8), AND 66.0907 OF THE WISCONSIN STATUTES,
AS AMENDED FROM TIME TO TIME, AND BY CHAPTER 50,
VILLAGE OF KIMBERLY MUNICIPAL CODE.**

WHEREAS, the Village of Kimberly Board of Trustees, of the Village of Kimberly as located in Outagamie County, State of Wisconsin, declares its intent to exercise its special assessment and police powers under Wisconsin statutes, in particular, §§ 61.34, 61.36, and as applicable, §§ 66.0701, 66.0703, and 66.0907, Wis. Stats, as amended from time to time, and by Chapter 50, Village of Kimberly Municipal Code, to levy special assessments upon property within the following described area for improvements upon said property:

a) DESCRIPTION OF SPECIAL ASSESSMENT PROJECTS:

Street Reconstruction Scope

Complete reconstruction of pavement along Schindler Drive (from Sunset Drive to Fulcer Avenue), and Fulcer Avenue (from Roger Street to Sunset Park Road), approximately 5,450 SY of concrete street pavement. The project also includes base coarse, concrete curb and gutter, storm sewer, mini-storm sewer, concrete driveway aprons, turf restoration, new sidewalk and street lighting.

Sanitary Sewer, Storm Sewer and Water Main Reconstruction Scope

Complete reconstruction of utilities along Schindler Drive (from Sunset Drive to Fulcer Avenue), and Fulcer Avenue (from Roger Street to Sunset Park Road). Utilities include sanitary sewer and associated laterals to the home, water main and services, storm sewer and associated laterals.

Complete reconstruction of utilities along the public alley located in between Pine and Walnut Street (from Kimberly Avenue to Third Street) and utilities along Third Street (Walnut Street to Pine Street). Utilities include sanitary sewer and associated laterals to the home, and storm sewer and associated laterals.

Alley Reconstruction Scope

Complete reconstruction of pavement along the public alley located in between Pine and Walnut Street (from Kimberly Avenue to Third Street) and along Third Street (from Walnut Street to Pine Street), approximately 2,400 SY of asphalt pavement. The project also includes base course, concrete gutter, concrete driveway aprons, turf restoration.

b) AREA OF SPECIAL ASSESSMENT IMPROVEMENTS:

Schindler Drive: Sunset Drive to Fulcer Avenue

Fulcer Avenue: Roger Street to Sunset Park Road

Public Alley Pine Street/Walnut Street: Kimberly Avenue to Third Street

Third Street: Walnut Street to Pine Street

WHEREAS, the special assessments as may be hereinafter determined shall be levied upon all real estate fronting roadways within the above-described areas; and/or individual properties within an area thereby defined.

WHEREAS, said improvements shall include the required cost of construction and installation, including total construction costs, engineering fees, attorney's fees, publication expenses, and Village Administrative costs and fees.

WHEREAS, the Village Board hereby determines that all municipal improvements shall be made under Chapter(s) 66.0703, and as applicable §§ 61.34, 61.36, 66.0701, 66.0703(8), and 66.0907, of the Wisconsin Statutes, as amended from time to time, and by Chapter 50, Village of Kimberly Municipal Code, and that the amount assessed against each specially benefited parcel is based upon a reasonable basis, being total construction and material costs, including engineering fees, attorney's fees, publication expenses, and Village Administrative costs and fees, and other appropriate special assessment proceeding costs. The Village Board of Trustees further determines that all said improvements specially benefit the property described in Paragraph 1 above.

WHEREAS, the assessments against abutting property owners (or property owners within the area of special assessment) shall be paid in cash or in the number of installments to be determined following the Public Hearing on the proposed assessments and then according to the Final Assessment Resolution of the Village Board of Trustees as may be hereinafter adopted.

WHEREAS, the Village Engineers and/or Village Director of Public Works are directed to prepare an Engineer's Report and/or Director of Public Works' Report consisting of:

- a) Preliminary and final plans and specifications for said improvements.
- b) An estimate of the entire, final, total costs of the proposed construction and installation, including costs of construction, material, engineering fees, attorney's fees, publication expenses, Village Administrative fees and costs, and other appropriate costs of special assessment proceedings.
- c) A schedule of proposed assessments against abutting property prepared under the terms and conditions of Chapter 66.0703 of the Wisconsin Statutes as amended from time to time.
- d) The Engineer's Report and/or Director of Public Works' Report shall determine and state that all such assessments are based upon a reasonable basis, being total construction and material costs, and additional direct or indirect costs as specified above, and that all special assessments specially benefit the property(s) being assessed.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees, Village of Kimberly, as follows:

1. Upon completing said Engineer's Report/Director of Public Works' Report, the Village Clerk is directed to prepare and publish a Class One Notice of a Public Hearing of said report.
2. Upon the Preliminary Special Assessment Resolution, as specified in Chapter 66.0703(4) of the Wisconsin Statutes, as amended from time to time, which Notice of

Public Hearing shall state the place and time at which the Report may be inspected and the place and time at which all persons interested or their agents or attorneys, may appear before the Village Board of Trustees and be heard concerning the matters contained in said Special Assessment Preliminary Resolution.

3. The Village Engineer's Report or Village Director of Public Works' Report, which shall be a Public Hearing thereon. A copy of the Notice of Public Hearing, together with a scale map (if applicable) showing the general boundary areas of the proposed assessment district/area, shall be mailed at least ten (10) days before the hearing date to all interested persons whose post office addresses are known.
4. The Public Hearing shall commence not less than ten (10) nor more than forty (40) days after publication. The Hearing shall be held at the Village Hall, Village of Kimberly, located at 515 W. Kimberly Avenue, Kimberly, Wisconsin, 54136, Outagamie County, State of Wisconsin, on the 16th day of March 2026 at 5:00 p.m.

Date introduced, approved and adopted: February 2, 2026

VILLAGE OF KIMBERLY

SEAL

Charles A. Kuen, Village President

Jennifer Weyenberg, Village Clerk



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program Memorandum of Understanding (MOU)

REPORT PREPARED BY: Fire Chief Chad Smith & Fire Inspector Chris Kuna

REPORT DATE: 2/2/2026

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report _____ *DLB*

See additional comments _____

EXPLANATION:

Historically there is no standardized approach to food truck fire inspections across the Fox Valley. To enhance safety at events involving food trucks, the Appleton Fire Department and Grand Chute Fire Department collaboratively developed a formal, regional fire inspection program.

This program has been expanded to include all departments within Wisconsin Fire Inspectors Association (WFIA) Area 7, encompassing Outagamie, Winnebago, Calumet, Brown, Waushara, Manitowoc, Kewaunee, and Door counties.

Participation in the program allows food truck fire inspections conducted by any participating agency to be recognized and accepted by all other participating jurisdictions. In addition, the program authorizes agencies to conduct spot inspections at events within their jurisdictions to ensure ongoing compliance and safe operation. Pre-event inspections provide food truck operators with the opportunity to address and correct deficiencies in advance, helping prevent operational disruptions or exclusions during events.

RECOMMENDED ACTION: Approve the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program MOU.

MEMORANDUM OF UNDERSTANDING

FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

I. THE PARTIES

- 1.01 The Appleton Fire Department, doing business at 700 North Drew Street, Appleton, WI 54911 (“AFD”).
- 1.02 The Grand Chute Fire Department, doing business at 2250 Grand Chute Boulevard, Grand Chute, WI 54913 (“GCFD”).

II. THE RECITALS

WHEREAS,

- 2.01 The Parties each routinely inspect mobile food preparation vehicles (“MFPV” or “food trucks”) for compliance with applicable fire codes.
- 2.02 The Parties intend to join in a cooperative effort to increase the overall safety of food trucks in the Fox Valley area.
- 2.03 The Parties desire to improve effectiveness and efficiency of food truck Fire Code inspections (“Inspection”) by granting reciprocity for permitted food trucks between the respective fire departments.
- 2.04 The parties intend to formalize the reciprocal permitting relationship through this Memorandum of Understanding (“Agreement”).
- 2.05 The parties intend to increase the number of agencies participating in this reciprocal relationship over time.

III. THE AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 3.01 The Recitals are hereby made a part of the Agreement.
- 3.02 AFD will create decals to be applied to food trucks that pass Inspection by any agency participating (“Participating Agency”) in this Program. AFD will provide the decals to

all agencies participating in this Program.

- 3.03 The cost of the decals may be spread to Participating Agencies at the discretion of AFD.
- 3.04 AFD will create and regularly update a MFPV inspection policy for the minimum applicable standards to be followed by inspectors. Parties will follow the attached and incorporated Mobile Food Preparation Vehicle Inspection Policy. This policy may be updated from time to time with copies provided to the Parties. The Parties agree to follow the most up to date Policy upon receipt.
- 3.05 GCFD will maintain and manage all records of inspected food trucks for all Participating Agencies.
- 3.06 The cost of inspections records management may be spread to Participating Agencies at the discretion of GCFD.
- 3.07 All inspections must be done by a State of Wisconsin Certified Fire Inspector.
- 3.08 Any food truck permitted by any party to this Agreement will be deemed to have passed an initial inspection by every Party to this Agreement without a subsequent inspection. Subsequent inspections may be performed at the discretion of each Party to verify continued compliance.
- 3.09 Additional agencies can be added to this agreement via an Addendum signed by their respective fire chief. Additional agencies will become a Participating Agency upon receipt of the signed Addendum by all other Participating Agencies.
- 3.10 Severability. In the event that any part of this agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.
- 3.11 Termination.
 - 3.11.1 This Agreement will terminate on January 1, 2029.
 - 3.11.2 Any Party can terminate their participation in this Program under this Agreement for any reason upon thirty (30) days' written notice to all other Parties to this Agreement.
- 3.12 This Agreement may be revised or amended at any time by mutual written agreement of all Parties to this Agreement.

3.13 Venue and choice of law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Wisconsin, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply. Venue shall be in Outagamie County, Wisconsin.

3.14 Indemnification. Each Party to this Agreement agrees to indemnify, defend, and hold harmless every other Party and their respective officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, and costs, including attorney's fees, arising out of the activities performed under this Agreement, to the extent caused in whole or in part by any negligent act or omission of the indemnifying party or its employees, except where caused by the sole negligence or willful misconduct of the indemnified party.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year of the last signature below.

GRAND CHUTE FIRE DEPARTMENT



Steve Denzien, Fire Chief

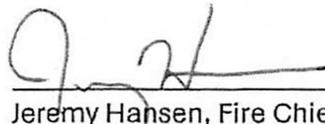
8-5-2025
Date

Approved as to form:



Printed Name: Andrew Rossmeyer
Attorney, Town of Grand Chute

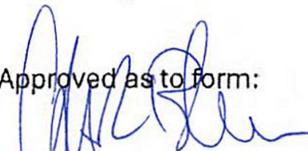
APPLETON FIRE DEPARTMENT



Jeremy Hansen, Fire Chief

8/21/2025
Date

Approved as to form:



Christopher R. Behrens, City Attorney
CityLaw: A25-0207 | dg

EXAMPLE
ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD
PREPARATION VEHICLE INSPECTION PROGRAM

I. ADDITIONAL PARTICIPATING AGENCY

1.01 [Participating Agency name], doing business at [insert address] (“[insert abbreviation]”).

II. RECITALS

WHEREAS,

- 2.01 The Appleton Fire Department (“AFD”) and Grand Chute Fire Department (“GCFD”) created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program (“Program”) to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.
- 2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program (“MOU”) and providing notice to all other agencies that have joined the Program (“Participating Agencies”). Notice shall include a copy of this signed Addendum.
- 2.03 [agency abbreviation] intends to join the Program.

III. THE AGREEMENT

- 3.01 The Recitals are hereby made a part of the Agreement.
- 3.02 [agency abbreviation] hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU, effective upon latest date of receipt of notice to all Participating Agencies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, [agency abbreviation] have caused this instrument to be executed on the day and year of the last signature below.

[PARTICIPATING AGENCY NAME], FIRE DEPARTMENT

[Participating Agency name], Fire Chief

Date

Approved as to form:

Printed Name: _____

Attorney, [Participating Agency/municipality name],

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD PREPARATION VEHICLE INSPECTION PROGRAM

I. ADDITIONAL PARTICIPATING AGENCY

- 1.01 Harrison Fire-Rescue, doing business at W5298 State Rd. 114, Menasha, WI 54952 (“HFR”).

II. RECITALS

WHEREAS,

- 2.01 The Appleton Fire Department (“AFD”) and Grand Chute Fire Department (“GCFD”) created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program (“Program”) to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.
- 2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program (“MOU”) and providing notice to all other agencies that have joined the Program (“Participating Agencies”). Notice shall include a copy of this signed Addendum.
- 2.03 HFR intends to join the Program.

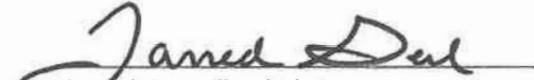
III. THE AGREEMENT

- 3.01 The Recitals are hereby made a part of the Agreement.
- 3.02 HFR hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU, effective upon latest date of receipt of notice to all Participating Agencies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, HFR have caused this instrument to be executed on the day and year of the last signature below.

HARRISON FIRE-RESCUE, FIRE DEPARTMENT


Jarred Gerl, Fire Chief

9-19-2025
Date

Approved as to form:



9-19-2025

Printed Name: Andrew Rossmehl Date
Attorney, Village of Harrison

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
FOX VALLEY REGIONAL FIRE DEPARTMENTS MOBILE FOOD
PREPARATION VEHICLE INSPECTION PROGRAM

I. ADDITIONAL PARTICIPATING AGENCY

- 1.01 The Kimberly Fire Department, doing business at 515 W. Kimberly Avenue, Kimberly, WI 54136 (“KFD”).

II. RECITALS

WHEREAS,

- 2.01 The Appleton Fire Department (“AFD”) and Grand Chute Fire Department (“GCFD”) created the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program (“Program”) to create a cooperative program to increase overall safety of mobile food preparation vehicles by allowing for a more uniform inspection process for Participating Agencies.
- 2.02 The Program allows for additional agencies to join by executing this Addendum to the Memorandum of Understanding for the Fox Valley Regional Fire Departments Mobile Food Preparation Vehicle Inspection Program (“MOU”) and providing notice to all other agencies that have joined the Program (“Participating Agencies”). Notice shall include a copy of this signed Addendum.
- 2.03 KFD intends to join the Program.

III. THE AGREEMENT

- 3.01 The Recitals are hereby made a part of the Agreement.
- 3.02 KFD hereby joins the Program and binds itself to all terms, covenants, and conditions contained in the MOU, effective upon latest date of receipt of notice to all Participating Agencies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, KFD have caused this instrument to be executed on the day and year of the last signature below.

KIMBERLY FIRE DEPARTMENT

Kimberly Fire Department, Fire Chief

Date

Approved as to form:

Printed Name: _____
Attorney, Village of Kimberly

Date



Village of Kimberly
REQUEST FOR BOARD CONSIDERATION
Discussion Only

ITEM DESCRIPTION: Amendments to Section 308- Classes of Licenses and Continual Use Requirement

REPORT PREPARED BY: Jennifer Weyenberg, Clerk-Treasurer

REPORT DATE: February 2, 2026

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report _____

See additional comments attached _____

EXPLANATION on LICENSE QUOTAS:

State-level

State Law restricts the number of "Class B" Intoxicating Liquor Licenses each municipality may issue. Other types of licenses do not have state-mandated restrictions.

Local-level

While not required, the village created restrictions on the number of "Class A" and Class "A" licenses based on its population. These licenses allow for the retail sale of liquor, beer and wine for off-premises consumption. Kwik Trip, Kimberly Mini-Mart, Dollar General and Festival Foods have these and under our ordinance, we are at the maximum limit for "Class A" licenses.

EXPLANATION on CONTINUAL USE REQUIREMENT:

The village approved specific language in Sec. 308-19 requiring licensed premises to be open for operation a minimum of five days per week with some exceptions. This ordinance has not been enforced over the years.

RECOMMENDED ACTION:

This is for discussion only. Staff will draft amendments to the ordinance if the village no longer wishes to have these restrictions.

§ 308-4. Classes of licenses. [Amended 3-5-2012 by Ord. No. 3-2012; 4-16-2018 by Ord. No. 8-2018; 3-21-2022 by Ord. No. 5-2022]

- A. Retail "Class A" intoxicating liquor license. A retail "Class A" intoxicating liquor license, when issued by the Village Clerk under the authority of the Village Board, shall permit its holder to sell, deal and traffic in intoxicating liquors only in original packages or containers and to be consumed off the premises so licensed. No more than one such license shall be issued for each 2,000 in population or fraction thereof. Each license must be used for an active business within six months or be automatically revoked and no fees refunded. Annexation increases this quota if necessary to relicense all existing licensed premises.
- B. Retail "Class B" intoxicating liquor license. A retail "Class B" intoxicating liquor license, when issued by the Village Clerk under authority of the Village Board, shall permit its holder to sell, deal and traffic in intoxicating liquors to be consumed by the individual serving or pitcher only on the premises so licensed, or in the original package or container in multiples not to exceed four liters at any one time to be consumed off the premises, except that wine may be sold in the original package or otherwise in any other quantity to be consumed off the premises. The quota of "Class B" licenses issued shall be determined per § 125.51(4), Wis. Stats.
- C. Class "A" fermented malt beverage retailer's license. A Class "A" retailer's fermented malt beverage license, when issued by the Village Clerk under the authority of the Village Board, shall entitle the holder thereof to possess, sell or offer for sale fermented malt beverages only for consumption away from the premises where sold and in the original packages, containers or bottles. Not more than one such license shall be issued for each 1,200 in population or fraction thereof. Each license must be used for an active business within six months or be automatically revoked and no fees refunded. Annexation increases this quota if necessary to relicense all existing licensed premises.
- D. Class "B" fermented malt beverage retailer's license. A Class "B" fermented malt beverage retailer's license, when issued by the Village Clerk under the authority of the Village Board, shall entitle the holder thereof to possess, sell or offer for sale fermented malt beverages either to be consumed upon the premises where sold or away from such premises. The holder may also sell beverages containing less than 0.5% of alcohol by volume without obtaining a special license to sell such beverages.
- E. Retail "Class C" wine license. A retail "Class C" wine license, when issued by the Village Clerk under the authority of the Village Board, shall permit its holder to sell, deal and traffic in wine to be consumed by the glass or in an opened original container for consumption on the premises where sold.
- F. Temporary Class "B" fermented malt beverage picnic license.
 - (1) License. A Temporary Class "B" picnic license, when issued by the Village Clerk under authority of the Village Board, as provided for in § 125.26(6), Wis. Stats., shall entitle the holder thereof to possess, sell or offer for sale fermented malt beverages at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or agricultural society. Such license may be issued only to bona fide clubs and chambers of commerce, to county or local fair associations or agricultural

societies, to churches, lodges or societies that have been in existence for at least six months before the date of application and to posts of veterans organizations. Such license is valid for dates as approved by the Village Board. Irrespective of other sections of this article, the Village Board is hereby authorized to issue a fermented malt beverage license to any local civic or any local religious or any local not-for-profit organization pursuant to this section.

- (2) Application. Application for such license shall be signed by the president or corresponding officer of the society making such application and shall be filed with the Village Clerk together with the appropriate license fee for each day for which the license is sought. Any person fronting for any group other than the one applied for shall, upon conviction thereof, be subject to a forfeiture of \$200 and will be ineligible to apply for a special Class "B" license for one year. The license shall specify the hours and dates of license validity. The application shall be filed a minimum of 15 days prior to the meeting of the Village Board at which the application will be considered. If the application is for a license to be used in a Village park, the applicant shall specify the main point-of-sale facility.
- G. Wholesaler's license. A wholesaler's fermented malt beverage license, when issued by the Village Clerk under authority of the Village Board, shall entitle the holder thereof to possess, sell or offer for sale fermented malt beverages only in original packages or containers to dealers, not to be consumed in or about the premises of said wholesaler.
- H. Reserve "Class B" intoxicating liquor license. A Reserve "Class B" intoxicating liquor license, when issued by the Village Clerk under authority of the Village Board, shall permit its holder the same privileges as a "Class B" intoxicating liquor license holder.
- (1) The quota of Reserve "Class B" licenses issued shall be determined per the formula in § 125.51(4)(br), Wis. Stats.
 - (2) In accordance with § 125.51(4)(u)3, Wis. Stats., if the Village of Kimberly has designated a premier economic development district ("District"), the Village Board, in addition to the number of licenses determined for the Village of Kimberly's quota under § 125.51(4)(b) to (d), Wis. Stats., and in addition to any license under § 125.51(4)(v) or (w), Wis. Stats., may grant up to two more additional Reserve "Class B" licenses in connection with economic development projects within the District.
 - (3) Reserve "Class B" licenses shall follow all state statutes regarding fees, transfers, revocations, renewals, and reissues.
- I. Temporary "Class B" wine license.
- (1) License. Notwithstanding § 125.68(3), Wis. Stats., a temporary "Class B" picnic license may be issued to bona fide clubs and chambers of commerce, to county or local fair associations or agricultural societies, to churches, lodges or societies that have been in existence for at least six months before the date of application and to posts of veterans' organizations authorizing the sale of wine containing not more than 6% alcohol by volume in an original package, container or bottle at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or

agricultural society. No fee may be charged to a person who, at the same time, applies for a temporary Class "B" beer license under § 125.26(6), Wis. Stats., for the same event. A license issued to a county or district fair licenses the entire fairgrounds where the fair is being conducted and all persons engaging in retail sales of wine containing not more than 6% alcohol by volume from leased stands on the fairgrounds. The county or district fair to which the license is issued may lease stands on the fairgrounds to persons who may engage in retail sales of wine containing not more than 6% alcohol by volume from the stands while the fair is being held.

- (2) Application. Application for such license shall be signed by the president or corresponding officer of the society or association making such application and shall be filed with the Village Clerk together with the appropriate license fee for each day for which the license is sought. Any person fronting for any group other than the one applied for shall, upon conviction thereof, be subject to a forfeiture of \$200 and will be ineligible to apply for a temporary "Class B" wine license for one year. The license shall specify the hours and dates of license validity. The application shall be filed a minimum of 15 days prior to the meeting of the Village Board at which the application will be considered for events of more than three consecutive days. If the application is for a license to be used in a Village park, the applicant shall specify the main point of sale facility.

§ 308-19. Continual use requirement.

- A. Use standard. Under the authority of § 125.10, Wis. Stats., as amended from time to time, each and every holder of a Class "B" combination license shall be required to keep the licensed premises open for operation a minimum of five days per week throughout the term of the license (except that the licensed premises may be closed for remodeling from time to time, and except that the licensed premises may be closed for reasonable periods of time when the owner/operator thereof takes vacation; periods of remodeling shall be an exception so long as remodeling is actively pursued during the period when the licensed premises is closed).
- B. Violation. Upon violation of Subsection A above, the license shall be revoked according to the procedure set forth under § 308-18 of this article, or in the alternative, the license shall be nonrenewed according to the terms and provisions of § 308-18 of this article.