

# Village of Kimberly SPECIAL EVENT PERMIT INFORMATION



When organizing a special event, and planning to use public facilities (parks, streets, buildings, public right of way), you need to involve the appropriate Village Departments in the planning process. Most events take place in one location, such as Sunset Park or the Municipal Complex. When that is the case, your planning can be handled directly through the responsible Village Department. However, if your event involves use of Village Streets or if the event requires special safety/crowd control considerations, you will need a Special Event Agreement with the other involved Village Departments.

## DEFINITION

Special event means any planned occurrence on the public right-of-way or public premises including, but not limited to, parades, gatherings, festivals and athletic events which is 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.

All new 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 Do not publish information about your event if it has not yet been approved!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.

**THIS AGREEMENT** is intended to clarify the working relationship between the **Sponsor** of the special event and the **Village of Kimberly**. The **Sponsor** agrees to abide by the terms of this agreement, and all existing policies governing use of Village facilities unless specifically noted in the agreement. All Village Departments involved in the event as well as the Village Board must approve this agreement.

**PARK FACILITIES** must be reserved by the **Sponsor** through the **Parks and Recreation Department**, with payment due at that time. Note: The Kimberly Amphitheater will follow the Rental Policy & Procedures established for that facility.

**MUNICIPAL COMPLEX FACILITIES** must be reserved by the **Sponsor** through the **Village Clerk's Office**, with payment due at that time.

Use of **VILLAGE STREETS** for events such as festivals, parades, sales, block parties, walks and runs must be approved by the **Street Department and Fox Valley Metro Police Department**. If the route or grounds extends beyond the Village of Kimberly limits, the **Sponsor** must contact authorities in those jurisdictions for approval. If the event requires street closures or re-routing of traffic, the **Sponsor** may be required to mail a notice to affected residences and businesses PRIOR to the Village Board meeting.

**TOILET FACILITIES** on the immediate premises. Additional portable toilets may be required.

1. 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
2. Any portable units shall be located immediately adjacent to or within the authorized area of the event.
3. Portable toilets shall be properly enclosed, in good repair, emptied when full, and a minimum distance of 100 feet away from any food preparation area.
4. All toilet facilities, in use for an event, shall be kept in a clean useable condition by the sponsor.

## Facility Toilet Capacity (Number of Persons)

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

**PERMIT FEE** must be paid at the time of application submittal. Please contact the Parks Office to determine permit fee amount.

**STAFF** needed to run the event 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 (including fringes), 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 equipment such as: *Picnic Tables, garbage cans, barricades, street closing signs, cones, no parking signs, fencing, tables/chairs, coolers, PA system, Kitchen Facilities* subject to approval of Village Staff.

**FEES FOR OPERATION COSTS** (staff & equipment) are established as follows:

- All for Profit Organizations pay 100% of costs
- Community Non-profit organizations pay 10% of Operation Costs
- Other Non-Profit organizations pay 50% of Operation 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.

**NO CHANGES** may be made by the sponsor regarding items included in this AGREEMENT, unless written permission is attached to this document. Requests will be reviewed with direction given. When questions regarding this AGREEMENT arise, they should be directed to the appropriate Department. If questions arise during the event, and the Department representative is unavailable, the decision of Village Staff on duty shall prevail.

**CHECKLIST** - The checklist below is designed to “walk you through” the procedure. Village staff is available to help you along the way. If you have any questions, call the department listed.

1. 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 Park & Recreation Office (788-7507).
2. Will you be **selling and/or serving food**? You will need a temporary food-vending permit. Contact the Outagamie County Public Health Department at 832-5100.
3. Will you be using **Village streets or other public right of way**? You need to work with the Street Department (788-7507) and Fox Valley Metro Police Department (788-7505). Village may require you to notify surrounding businesses and residences if streets will be closed.
4. 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**. Please contact the Park & Recreation (788-7507).
5. 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 (788-7507).
6. Will you be serving or selling **alcohol**? You may need to apply for a Temporary Class “B” (Picnic) Beer License. Contact the Village Clerk’s Office 788-7500
7. Will you need **portable toilets**? See chart above for park restroom capacities.
8. Room capacities at the Municipal Complex must be addressed at the Village Clerk’s Office (788-7507).

**INDEMNIFICATION AND A CERTIFICATE OF INSURANCE** covering the event must be provided by the **Sponsor** upon approval.

To the fullest extent allowable by law, sponsor hereby indemnifies and shall defend and hold harmless the Village of Kimberly, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after event hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of sponsor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this agreement regardless if liability without fault is sought to be imposed on the Village of Kimberly, sponsors aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the Village of Kimberly, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this agreement.

## **INSURANCE REQUIREMENTS**

### **1. GENERAL LIABILITY COVERAGE**

- A. Commercial General Liability
  - (a) \$ 1,000,000 general aggregate
  - (b) \$ 1,000,000 products - completed operations aggregate
  - (c) \$ 1,000,000 Personal injury and advertising injury
  - (d) \$ 1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.

### **2. BUSINESS AUTOMOBILE COVERAGE**

- A. Minimum Limits - \$ 250,000 each person / \$ 500,000 each incident for Bodily Injury and \$ 100,000 for Property Damage  
OR \$ 500,000 Combined Single Limit for Bodily Injury and Property Damage each incident
- B. Must cover liability for "Any Auto" - including Owned, Non - owned and Hired Automobile Liability

### **3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:  
\$500,000 Each Accident  
\$500,000 Disease Policy Limit  
\$500,000 Disease - Each Employee

- 4. **Liquor Liability** – If the event holder is selling alcoholic beverages then Liquor Liability with the following limit coverage must be carried: Minimum Limits - \$ 500,000 each occurrence / \$ 500,000 aggregate

### **5. ADDITIONAL PROVISIONS**

\* **Additional Insured** – On the General Liability Coverage. Village of Kimberly, and its officers, board members, agents, employees, and authorized volunteers shall be **"Additional Insured's."**

Date Received: