

**AMENDED AGENDA
CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING
Tuesday, January 25, 2022 - 6:30 PM
Council Chambers**

Due to the Public Health Emergency caused by the COVID-19 Pandemic, this meeting will occur at a virtual location accessed by the below link or conference call. Committee members and the public should use the following information:

Link: <https://global.gotomeeting.com/join/624392949>

OR

Conference Telephone Number (AUDIO ONLY): [tel +1 \(571\) 317-3122](tel:+1(571)317-3122)

Access Code: 624-392-949

- Members of the public who join the meeting will be asked for their name and address and whether they wish to speak during the Public Forum.
- For members of the public unable to access this meeting online or via conference call, the Mayor and a staff member will be present in the Council Chambers, City Hall, 211 Walnut Street, Neenah, to assist those wishing to attend the meeting. The Council Chambers will be open to eight (8) people in addition to the Mayor and one staff person, consistent with the social distancing rules established under Emergency Order 12 (Safer at Home Order).

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision-making responsibility. This may constitute a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

AGENDA

1. Approval of Minutes of the meeting for January 11, 2022 (Attachment)
2. Public Appearances
3. E. Bell Street Parking Petition (Attachment)
4. Approve Contract for Flock Camera Systems (Attachment)
5. 2022 Capital Improvement Budget Adjustment Request: Apple Blossom Drive (Tullar Rd - Primrose Ln) Street Resurfacing (Attachment)
6. Special Events
 - a. Neenah-Menasha Emergency Society Kitchen Tour/Food Trucks (Attachment)
 - b. Race the Lake (Attachment)
 - c. Community Fest 2022 (Attachment)
7. Announcements/Future Agenda Items
8. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the **Public Works Administrative Assistant at (920)886-6240** or the **City's ADA Coordinator at (920)886-6106** or e-mail attorney@ci.Neenah.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.

CITY OF NEENAH
PUBLIC SERVICES AND SAFETY COMMITTEE MEETING MINUTES
Tuesday January 11, 2022, 6:30 PM

Present: Alderpersons Bates, Hillstrom, Lang, Lendrum and Stevenson

Excused:

Also Present: Mayor Kaufert, City Attorney Westbrook, Public Works Director Kaiser, Parks & Recreation Director Kading, Police Chief Olson, Captain Van Sambeek, City Clerk Nagel, Public Works Office Manager Mroczkowski, Kelly Behrmann, and Michelle Loula

Approval of Minutes of the meeting for the December 7, 2021 meeting

Motion Second/Carried Hillstrom/Lang to approve the minutes of the Meeting of December 7, 2021. All voting aye.

Public Appearances:

Kelly Behrmann, 985 Bridgewood Dr. Ms. Behrmann stated that she is a mayoral candidate. She stated that her family has lived in Neenah 21 years. She stated that she wants to continue to make sure that Neenah is a safe and beautiful city to live in and raise a family.

Motion Second/Carried Stevenson/Hillstrom to amend the agenda to consider the 2022-2026 Comprehensive Outdoor Recreation Plan.

2022-2026 Comprehensive Outdoor Recreation Plan

Director Kading reviewed his memo of December 21, 2021. He stated that the purpose of the Comprehensive Outdoor Recreation Plan (CORP) is to ask for feedback from the community for a document that benchmarks the Parks and Recreation current status and provides an outlook to the future. He stated that the CORP is a guide for developing and outlining projects that may be grant eligible.

Director Kading stated that the Parks & Recreation Commission has reviewed and recommends adoption of the 2022-2026 Comprehensive Outdoor Recreation Plan.

Alderperson Lang stated that there is a lot of good and important information in the plan and thanked Director Kading for all of the work putting the CORP together.

Alderperson Stevenson stated that he also thinks this is a good document and a necessary one. He noted that passage of the plan by the council is a recommendation of the CORP and not an approval of the CORP recommendations and benchmarks.

Report Following discussion: **Motion/Second/Carried Hillstrom/Lang to recommend Council to approve the 2022-2026 Comprehensive Outdoor Recreation Plan.** Roll call vote. All voting aye.

Appeal of a Beverage Operator's License Application Denial Michelle Loula

Ms. Loula stated that she is almost 50 years old. She stated her first OWI happened when she was 21, her second she was 29 and the latest was in 2017. Ms. Loula stated that she is hoping that the committee will reconsider the denial and approve her bartender's license. She stated that she is very sorry and has always been a very responsible bartender. She stated that she has been bartending since she was 21 years old and has held a bartender's license in the City of Neenah before with no issues. Ms. Loula stated that she is embarrassed by the third OWI and has done everything that she possibly could to put it behind her. She stated that because of what she has gone through, that she would be more responsible taking care of the customers and making sure that they are not doing foolish things that she did. She stated that she tries to be very responsible and she cares about the people that she serves. Ms. Loula stated she would greatly appreciate the committee's reconsideration.

Aldersperson Bates asked Ms. Loula where she had been drinking when she received her most recent OWI. Ms. Loula stated that she had been drinking at Sherry Town.

Aldersperson Lendrum stated that she thinks alcohol goes to the part of our brain that says I can drive just fine. She stated there are statistics that show that people with OWI's have driven hundreds and hundreds of times before getting caught. Aldersperson Lendrum stated that she hopes that Ms. Loula would be able to guarantee that she would take an Uber and not get behind the wheel of a car. She further stated that she wants to make sure that OWI's stay down in the City of Neenah. Aldersperson Lendrum stated that she is just asking for reassurance that Ms. Loula will take this getting a Bartender's Operator's License seriously.

Ms. Loula stated that it has been four years since her last OWI and she has changed.

Aldersperson Hillstrom asked Ms. Loula if she has held a City of Neenah Bartender License when she received her third OWI. Ms. Loula stated yes.

Mayor Kaufert asked why the ignition lock was not installed until 2020 when her last OWI was in 2017. Ms. Loula stated she did not have a vehicle until 2020.

Mayor Kaufert asked if the ignition lock is still installed on her vehicle. Ms. Loula stated no.

Following discussion: **Motion by Stevenson to recommend approval of the Bartenders Operator's License for Michelle Loula.**

There being no Second, the motion failed

Denial of license upheld.

Shattuck Park Construction Administration Agreement

Director Kading stated that this is the Construction Administration Agreement from Parkitecture and Planning for Shattuck Park. The scope of the agreement is to install the new water play feature as well as dealing with the concrete underneath the pavilion and throughout the park. The agreement is in the amount of \$15,000 which equals 2.8% of the overall project cost.

Director Kading stated that the Parks & Recreation Commission has reviewed and recommends accepting the agreement with Parkitecture and Planning for \$15,000 to perform the construction administration services at Shattuck Park.

Aldersperson Bates asked if the city has worked with Parkitecture in the past. Director Kading stated that they were the principal planners and engineer on the Washington Park project. The owners of Parkitecture were with Ayres Associates at that time and have since broken off and developed their own company. Director Kading stated that they have also assisted with conceptual master plan at Kimberly Point and have done behind the scenes work for this project.

Aldersperson Stevenson stated that Aldersperson Skrym sent out an email regarding the propensity that council is seeing more frequently of negotiated contracts versus bid contracts. He stated that staff needs to be very cognizant of maximizing the city's leverage when entering into these contracts and agreements.

Aldersperson Bates asked Director Kading to provide the construction administrative percentage for the Washington Park project before the next Common Council meeting.

Report

Following discussion, **Motion/Seconded/Carried Lang/Hillstrom to recommend Council approve the agreement with Parkitecture and Planning to complete the Construction Administration Services for Shattuck Park Redevelopment project in an amount not to exceed \$15,000.00.** All voting aye.

Kimberly Point Phase I Design and Engineering

Director Kading reviewed his memo of December 27, 2021 regarding the master plan study that was done for Kimberly Point. He stated the master plan study considers shoreline erosion and ongoing fishing deck damage caused by acts of nature, ADA restroom accessibility in the lighthouse and vehicle, bike and pedestrian movement through the park.

Director Kading stated that the proposal is for Design and Engineering of Phase I which includes the vehicular pedestrian and bicycle movement, as approved in the 2022 Capital Improvement Plan. The Parks and Recreation Commission has reviewed and recommends approval in the amount of \$16,140.00.

Aldersperson Lang stated that she does agree with Aldersperson Stevenson that when we have multiple bids we are being given the opportunity to see where others other companies rank and that other avenues were pursued. She stated that multiple quotes would help her feel more comfortable approving these contracts.

Report

Following discussion, **Motion/Seconded/Carried Lang/Hillstrom to recommend Council approve the agreement with Parkitecture and Planning for the Design and Engineering Phase I at Kimberly Point in an amount not to exceed \$16,140.00**
Vote 4/1 (Stevenson voting nay)

Kimberly Point Phase I Archaeological

Director Kading stated that this proposal was taken all the way through to construction. He stated that he was not comfortable with that plan. He stated that he recommended to the Parks and Recreation Commission that we only do steps 1 and 2 until we know the direction and how this project is going to be designed and engineered. Director Kading stated that steps 3 and 4 require field study. He stated that instead of guessing where something is going to go, he would rather wait and know for sure so the cost of this contract does not increase.

Aldersperson Stevenson asked if we are considering reconfiguring the road to Kimberly Point. Director Kading stated that what is being looked at is what happens in the middle of the park to control traffic flow from a one-way to a two-way in and out of the park on the west end as well as on the east end.

Report

Following discussion, **Motion/Seconded/Carried Stevenson/Lang to recommend Council approve the agreement with the University of Wisconsin Milwaukee to complete the Archaeological Services for Step 1 and 2 for Kimberly Point Phase I in the amount not to exceed \$3,200.00** All voting aye.

Purchase of Thermal Drone Package

Captain Van Sambeek stated that the Police Department currently has two aerial drones. One is the original drone which requires two people to fly and the other is a DJI Maverick Pro which is similar in size to the one we are asking approval to purchase.

Captain Van Sambeek stated that the drone being requested has thermal imaging capability, speakers, spotlight and strobe light. He stated there would be very little training as it has similar software and programs.

Aldersperson Hillstrom asked how many cameras are on the drone. Captain Van Sambeek stated that there are two cameras which allow both the thermal image and picture to be displayed at the same time.

Alderson Bates asked how long this equipment lasts. Captain Van Sambeek stated that the only item that can be an issue are batteries. We have only had to replace one battery between the two current drones that we have.

Alderson Stevenson stated that he was glad to see that an effort was made to get the best pricing on the accessories and is in full support of this purchase.

Report

Following discussion, **Motion/Seconded/Carried Stevenson/Hillstrom to recommend Council approve purchase of the DJI Mavic 2 Enterprise Advance public safety bundle from the Title Town Drones in an amount of \$7,179.00 using Capital Equipment and Preparedness Grant Funds.** All voting aye.

Approval to Purchase Cellebrite from 2022 CIP Budget

Police Chief Olson reviewed his memo of January 4, 2022 regarding the purchase of the Cellebrite system that analyzes and extracts information off of cell-phones. He stated that the department has worked with the City of Menasha, Division of Criminal Investigation (DCI) and Town of Grand Chute for this service. Chief Olson stated that the Town of Grand Chute and DCI have become too busy and are unable to accept our phones when we need a phone to be analyzed and City of Menasha no longer is paying for the service. He stated that when we need to have a phone analyzed we have to go to Madison or Milwaukee.

Chief Olson stated that there is one change to the memo. He stated that we are purchasing a 2-year certification with this system so the annual recertification fee of \$100 is not applicable. He stated the new cost for the Cellebrite system is \$16,925.00. He stated he is recommending approval of the purchase of the Cellebrite system at a cost of \$16,925.00 from funds in the 2022 Capital Improvements Plan.

Alderson Stevenson asked for clarification on the funding sources. Chief Olson stated that we are using 2022 and 2023 funds. He stated that the 2022 annual subscription is included in this package. He stated that we would like to also purchase the 2023 annual subscription with 2022 funds to save money because the price will most likely increase in 2023.

Alderson Hillstrom asked if we will be training someone in a back-up capacity. Chief Olson stated that he intends to have several officers to be trained.

Alderson Stevenson asked that Chief Olson look into whether department staff can train officers in the future or if attending the course certification is mandatory.

Report

Following discussion, **Motion/Seconded/Carried Lang/Stevenson to recommend Council approve the City of Neenah Police Department purchase the Cellebrite System at a cost of \$16,925.00 using 2022 Capital Improvement Program funds.** All voting aye.

Neenah Parks Triathlon

Director Kading stated that this the same blueprint as the 2021 event. He stated that the event was very successful last year.

C.A

Following discussion, **Motion/Second/Carried Hillstrom/Lang to recommend the Council approve the Street Use Permit for the Kids Triathlon, sponsored by City of Neenah Parks & Recreation Department, Neenah WI, to be held on August 6, 2022.** All voting aye.

Approval of Special Assessment Report-Installation of Sanitary Sewer Laterals and Water Service Construction on Grove Street, Dieckhoff Street, and S. Commercial Street

Following discussion **Motion/Second/Carried Stevenson/Lendrum to authorize the Chairman to sign the assessment report for Preliminary Resolution 2021-01: for installation of sanitary sewer laterals and water service construction on S. Commercial Street, Dieckhoff Street and Grove Street.** All voting aye.

Discontinuous Sidewalk on Overlay Streets

Director Kaiser stated that staff is looking for committee input on completing sidewalk installation on a group of streets programmed for resurfacing on the west side of the city. Director Kaiser stated that in this area, we have several streets where sections of sidewalk are missing and are not continuous. He stated that all of these streets will have water main installation, street resurfacing, spot curb and gutter repair and replacement of existing damaged sidewalks.

Director Kaiser stated that staff wanted to make the committee aware to see if there is interest in pursuing the installation of the remaining sidewalks as outlined in the memo as part of this year's contract.

Aldersperson Stevenson asked when was the last time there has been open dialogue between the city and the school district regarding safe sidewalk routes to schools. Director Kaiser stated that it has been awhile.

Aldersperson Stevenson stated this might be a good opportunity for that dialogue. He stated we need to find out who, and potentially how many, may use the sidewalks.

Aldersperson Stevenson asked Director Kaiser if the completion of sidewalk is a policy or an ordinance. Director Kaiser stated it is a policy.

Aldersperson Lang asked if there is a deadline for letting staff know the committee's decision. Director Kaiser stated this project will go out for bid on March 2, 2022.

Director Kaiser stated he will discuss with Traffic Engineer Merten and also mention it at the Public Informational meeting that is set for February 2, 2022 for any residents that attend from these streets.

Public Works General Construction and Department Activity

- 1) Contract 3-20 (Street - Van, Monroe, Gillingham)
 - a) Gillingham, Van, Monroe, Cavalry – Work is complete.
 - b) Shootingstar – The Shootingstar extension has been graded and graveled. Grading on Armstrong Street and paving on both will be done in spring.
- 2) Contract 1-21 (Marathon Av) – Work is complete. Final quantities are being calculated.
- 3) Contract 2-21 (Fairview, Laudan) - Work is complete. Final quantities are being calculated.
- 4) Contract 3-21 (Winneconne, Washington, Olive, Isabella) – Work is complete. Final quantities are being calculated.
- 5) Contract 4-21 (Epoxy Pavement Marking) – About 75% of the work under this contract has been completed. The remaining work will be carried over to next year.
- 6) Contract 5-21 (Misc. Asphalt Repairs) – Work is complete. Final quantities are being calculated.
- 7) Contract 6-21 (Misc. Concrete Pavement, Sidewalk Repairs) – Work under this contract was not completed. The remaining work is primarily sidewalk repair within the target area. That will be carried over to next year.
- 8) Contract 7-21 (Harrison Pond) – Pond excavation is ongoing. The current level of excavation is roughly at the finished static water level of the pond. Most of the storm sewer installation is complete. Due to environmental concerns, more low-hazard soil was hauled to the Arrowhead Park site than was anticipated in the bid. That haul has a higher unit price than common excavated material. However, less contaminated soil needed to be landfilled than was originally estimated.
- 9) Contract 8-21 (Jewelers Park Drive Trail) – Pile placement for the boardwalk started the week of January 3.
- 10) Contract 1-22 (Primrose, Meadow, Honeysuckle, Green Acres, Wild Rose, Frederick utilities) – Plans are being prepared.
- 11) Contract 2-22 (Grove, Dieckhoff) – Plans are being prepared.
- 12) Contract 3-22 (Primrose, Meadow, Honeysuckle, Green Acres, Wild Rose, Frederick, Apple Blossom, Farm Ridge, Cherry, Blueberry, Fresh Air Park, Southview basketball court paving) – Plans are being prepared.
- 13) Contract 4-22 (S. Commercial Street sanitary sewer) - Design work is ongoing.

- 14) Contract 5-22 (CB/JJ utilities) – Plans are being prepared for sanitary sewer and water utility adjustments to be done prior to construction of the roundabout project.
- 15) Drop-Off Center Metal Collection – Proposals are being evaluated for providing metal collection service for the drop-off center. An RFP is being prepared to provide refuse and recycling collection service at the drop-off center. The committee discussed drop-off site center operationsm

Announcements/Future Agenda Items

None

Adjournment: **Motion/Second/Carried Hillstrom/Bates to adjourn at 8:34 PM.** All voting aye.

Respectfully submitted,



Lisa Mroczkowski
Public Works Officer Manager



M E M O R A N D U M

TO: Mayor Kaufert and Members of the Common Council
FROM: James Merten, Traffic Engineer
DATE: January 20, 2022
RE: E. Bell Street Petition

The Council received a petition in October 2021 to lower the speed limit and add parking on E. Bell Street, particularly in the vicinity of the condos located just west of S. Park Avenue. A copy of the petition has been attached to this memorandum for reference. Below are staff recommendations regarding the request.

Request 1: Reduce the speed limit on E. Bell Street from 30 mph to 25 mph.

Given the time of year when the petition was received, the traffic counters have not yet been placed to collect traffic or speed data. I also unfortunately don't have any historical data available. If the Public Services & Safety Committee (PSSC) is willing to entertain this request, I recommend collecting and analyzing the data before making any formal decision on this. In addition, if pavement marking changes are made as a part of the second request, I would suggest also collecting data after that work has been done, as tightening driving lanes (which is what would be done here) can lower driver speed.

Request 2: Add parking on E. Bell Street in the vicinity of the condos.

The pavement width on E. Bell Street is 48 feet wide. This does allow enough room to add parking lanes to the existing footprint while retaining the bike lanes and driving lanes. Generally speaking, this would consist of striping a parallel line to the existing lane line, such that the current bike lanes become the parking lanes and new bike lanes are placed adjacent to it, shrinking the (on average) 16-foot driving lane to a more standard 11-foot width. I've attached two aerial images showing the current layout and roughly what the new layout would look like on the following page.

Should the PSSC and Council desire to add parking lanes to E. Bell Street, the layout described above is the staff recommended option, due to a variety of factors including: cost, alignment with the joints, and retention of a multimodal facility (bike lanes) on an arterial street. It should also be noted that parking changes would also result in some minimal sign changes, which would be covered by the operating budget.



Figure 1: E. Bell Street near S. Park Avenue, Existing Layout



Figure 2: E. Bell Street near S. Park Avenue, Proposed Layout

Because the lane lines currently painted are not a consistent width around the curves, there would be some line removal and restriping required to provide a consistent lane width through the curves that adds to the project cost. The cost estimate of pavement marking work to implement the proposed layout would approximate as follows:

Item	Quantity	Unit	Unit Price	Total
6-Inch Line, White	5800	LF	\$ 0.60	\$ 3,480
4-Inch Line, Yellow	1000	LF	\$ 0.35	\$ 350
Removal, 6-Inch Line	650	LF	\$ 8.25	\$ 5,363
Removal, Symbol	6	EA	\$ 200.00	\$ 1,200
				\$ 10,393

October , 2021

Dear Mayor Kaufert and members of the Neenah Common Council,

We, the undersigned, live in condominiums located at 213 to 251 East Bell Street. This letter is our request that the speed limit on the stretch of Bell Street between South Commercial and South Park be reduced from 30 to 25 MPH. We also request that the bike lane in front of our condos be designated for parking as well as for a bike lane.

East Bell Street is basically an arterial street that could be compared to South Park, in that both have residences along the street, and both have bike lanes. South Park 's speed limit is 25MPH and the bike lane on South Park is also designated for parking.

Cecil Street is another arterial street with residences as well as commercial property, and the speed limit on Cecil is 25 MPH. The west half of Bell Street, where there are residences, has street parking and a speed limit 25 MPH.

We would like the speed limit to be reduced because this section of Bell Street, between South Commercial and South Park, truly seems to invite speeding. Exiting from our driveways onto Bell Street would be more comfortable if cars racing around the curve right in front of our condos were going even a little slower. People using the bike lane would no doubt also appreciate it if the cars driving by were going a bit slower. The bike lane is used by bikers of all ages, sometimes by dog walkers avoiding other dog walkers, and even by the good people who take people from the VNA on "bike" rides

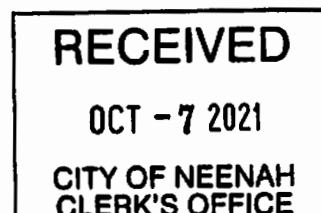
We would like the bike lane to be designated for parking because sometimes parking is an issue for condo owners. Each two condos share one driveway. On an occasion when an owner has a family gathering, or invites a group of friends to visit, parking becomes an issue. There aren't side streets nearby to park on, nor can anyone park across the street. When people are hired for lawn care, or maintenance work, etc., where they park becomes an issue. If an owner knows he/she will not have enough space on his/her side of the driveway, he or she must phone the police and get permission for a few hours of street parking.

We know that reducing the speed limit by 5 miles isn't much, but at least people who regularly drive 10 miles over the limit would be going 35 instead of 40. And how lovely would it be if more people chose to go just 25 in a 25MPH zone. On occasions when extra parking space is needed, we would all appreciate having street parking available.

Thank you for your consideration of these requests.

Condo owners on E Bell Street.

Karen Aimes, President of the Makler - Bell St. Condominium Association
233 E. Bell
920-486-1423



PETITION TO CHANGE THE SPEED LIMIT ON E BELL ST. TO 25MPH AND ALLOW PARKING IN THE BIKE LANE

RECEIVED
OCT - 7 2021
CITY OF NEENAH CLERK'S OFFICE

PRINTED NAME

ADDRESS

SIGNATURE

- | | | |
|-------------------------|-----------------|-------------------------------------|
| 1. Elizabeth Betsy | 243 E Bell St | Elizabeth Betsy |
| 2. BETTY CASPERSON | 239 E BELL ST | Betty Casperson
Mike Dismar |
| 3. Karen Dismar | 233 E Bell St | Karen Dismar |
| 4. MARGARET CHRZAN | 225 E. Bell St | Margaret Chazan
Frank Headington |
| 5. Barbara Headington | 251 E. Bell St. | Barbara Headington |
| Danielle Guagliardo | 231 E. Bell St | Danielle Guagliardo |
| 6. Barb Moraven | 231 E Bell St. | Barb Moraven |
| 7. MEREDITH MILLER | 219 E BELL | Meredith Miller |
| 8. CAROL DUNLAP | 219 E BELL | Carol Dunlap |
| 9. Julie Cowling | 249 E Bell St | Julie Cowling |
| 10. John Speech | 213 E. Bell St. | John Speech |
| 11. Sue Catlin Langford | 215 E. Bell | Sue Catlin Langford |
| 12. BARRY B. GLASHAGIEL | 227 E BELL | Barry B. Glashagiel |
| 13. ROSE BARNSTABLE | 237 E BELL | Rose Barnstable |



Aaron L. Olson
Chief of Police

CITY OF NEENAH POLICE DEPARTMENT



2111 Marathon Avenue
Neenah, Wisconsin 54956

Memo

To: Alderperson Tamara Erickson, PSSC Chair
Mayor Dean Kaufert

From: Chief Aaron L. Olson *ALO*

Date: 1/20/2022

Re: **Flock Safety Camera Systems - Contract Approval**

On September 20, 2021, the Neenah Police Department command staff team, along with Investigator Paige Kowalski and Network Administrator Matt Schroeder, met with Flock Safety Sales Manager Kyle White. Since that meeting, IS Director Joe Wenninger has been involved in discussing this system as well.

Flock Safety provides Automated License Plate Readers (ALPRs or LPRs) to cities to help solve and prevent crime. Below are some key points to know about this company and their product:

Affordable Price Point

Each ALPR camera costs \$2,500 per year "all-in," which includes hardware, hardware warranty, all software updates, hotlist integration, unlimited users, unlimited data, etc. The only additional cost is a one-time installation fee of \$250 per camera.

Infrastructure Free

Flock LPRs have built-in LTE connectivity and can run off solar power, all of which is included in the price, thus allowing us to deploy fixed LPRs virtually anywhere without a major infrastructure project.

Access to Privately-Funded LPRs

Flock LPRs are used in 1,200+ private neighborhoods, HOAs, and businesses, and Flock shares their footage with local law enforcement. When you work with Flock, you multiply your jurisdiction's LPRs and build your public-private partnership. We will also have access to every Flock camera database in the country, not just cameras within our jurisdiction. This means if a crime is committed in Neenah, we can track the suspect vehicle in any city that uses Flock cameras. On that note, many agencies from Green Bay to Milwaukee are starting to use these cameras.

"Vehicle Fingerprint" Technology

Machine learning and artificial intelligence allow you to search for a vehicle based on the description (type, make, and color of vehicle) even without a license plate number, which in turn allows investigators to go from a vehicle description to a license plate to a suspect.



Capture Paper Plates, Temporary Plates, and Detect the State

Flock not only captures paper plates and temporary plates in the camera footage, but it accurately reads and indexes both, including state detection (critical for avoiding false positive hot tag hits).

Two Lanes of Traffic

Each of Flock's Falcon cameras captures more, meaning fewer cameras are needed to cover your city.

Deployed Across the Country

Flock currently has cameras deployed in 1,500+ US cities and has become the ALPR platform of choice for 1,000+ law enforcement agencies.

Flock Safety Focuses on Privacy & Security

All encrypted data (footage + metadata) is stored on the AWS GovCloud for maximum security compliance. Footage is permanently and automatically deleted after 30 days.

Flock builds devices that capture objective evidence, like license plates, and never facial recognition, to help police solve crime.

Data footage is 100% owned by customers and only authorized users can access the system. Every search requires a reason or case number to ensure data is used for good. Flock will never share data with or sell it to third-parties.

Flock Safety Has Seen Unprecedented Results

Since 2017, Flock Safety has played a critical role in crime reduction and cases solved:

- They solve an average of 185 crimes per day
- Solved seven total kidnappings and Amber alerts in places like Chamblee, GA; Wichita, KS; and Memphis, TN
- Solved dozens of murders, including in places like College Park, GA; Fort Worth, TX; Shelby County, TN; and Hemet, CA
- Solved hundreds of robberies and assaults including in Indianapolis, IN; Trussville, AL; and Redlands, CA
- Recovered thousands of stolen vehicles
- Seized hundreds of pounds of illegal narcotics
- Seized hundreds of illegal weapons

They are also seeing a crime reduction across the country:

- 34% reduction of crime in Marietta, GA – 2019
- 62% reduction in crime in Cobb County, GA – 2020
- 70% reduction in burglaries in San Marino, CA – 2021
- 43% reduction in crime in a Dayton, OH neighborhood – 2020
- 20% reduction in Type A crimes in Shelby County, TN
- 46% fewer car break-ins and 25% fewer motor vehicle thefts at a Community Improvement District (CID) that welcomes over 1 million visitors each year

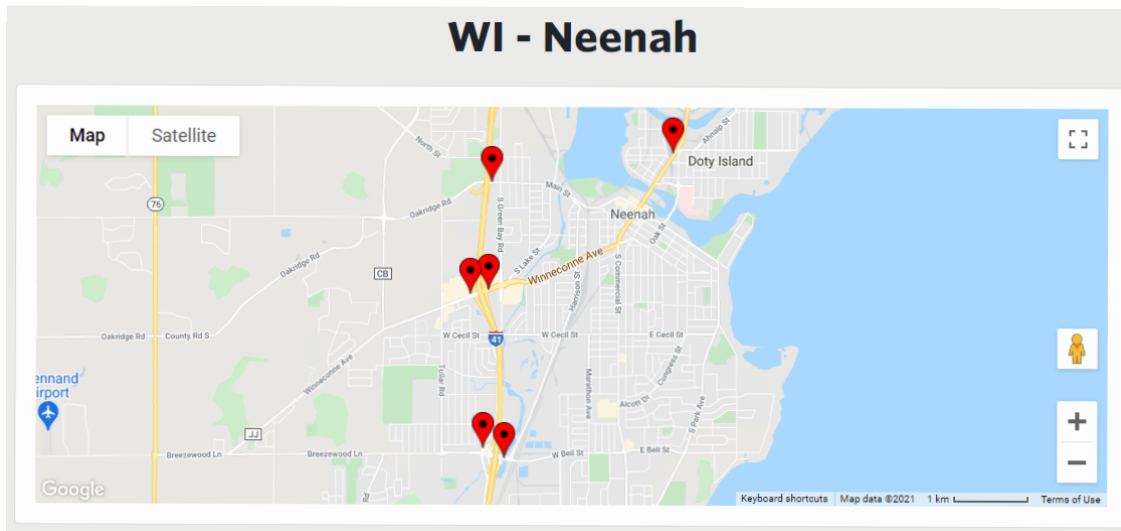
- Up to 90% reduction in mail theft in residential neighborhoods, including Pickwick Commons in Pickwick, IN and Sundance Community in Beaumont, CA

Stolen vehicles recoveries have totaled:

- \$1.5 million in Fort Worth, TX
- \$1 million+ in Memorial Villages, TX
- \$1 million+ in Hemet, CA
- \$1.9 million+ in Wichita, KS

Recommendation:

Authorize the Neenah Police Department to purchase six ALPR cameras from Flock Safety for the City of Neenah for 2022 in the following locations:



Cost:

Each camera costs \$2,500 (\$15,000 total)
 Setup cost for each camera is \$250 (\$1,500 total)
 Total cost for 2022 is \$16,500 for 6 cameras

Contract:

See Attachment

Recommendation(s):

1. Approve the Flock Group INC. Services Agreement between Flock Group and the Neenah Police Department.
2. Authorize the Neenah Police Department to purchase the Flock Cameras for \$16,500, out of the 2022 CIP budget.

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: WI - Neenah PD Legal Entity Name:	Contact Name: Aaron Olson
Address: 2111 Marathon Ave Neenah, Wisconsin 54956	Phone: (920) 886-6000 E-Mail: aolson@ci.neenah.wi.us
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
--	---

Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	6.00	\$15,000.00
Implementation Fee	\$250.00	6.00	\$1,500.00

(Includes one-time fees)

Year 1 Total \$16,500.00

Recurring Total: \$15,000.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: WI - Neenah PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. “**Agency Hardware** ” shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Agency Hardware** ” excludes the Embedded Software.

1.3 “**Authorized End User(s)**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.12 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.13 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.15 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and

using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. WARRANTIES PROVIDED BY SAID THIRD PARTY SERVICE PROVIDERS ARE THE AGENCY'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment

plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“*Reinstalls*”) requested by the Agency will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have final discretion on installation and Reinstalls.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The “*Agency Installation Obligations*” include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, etc., if necessary), such costs to be approved by the Agency. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock’s access to Footage after the initial installation which would waive Flock’s responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor

may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right. In the event of natural expiration of this Agreement, Flock shall remove Flock Hardware at no additional cost to Agency.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support. If Agency chooses to self-install Hardware or install Hardware on a mobile location, Flock shall make reasonable commercial efforts to provide On-Site Services, if permissible. Agency shall not be entitled to reimbursement, tolling, or credit for any lapse in Services associated with the Unit malfunction due to installation on mobile locations (i.e. trailers). Agency waives any warranties hereunder for any self-installed Hardware, and Flock shall not be liable for failure to respond to any maintenance requests for self-installed Hardware. Agency shall be subject to Reinstall Fees for re-positioning Units on mobile locations, or subsequent installation on Flock or other stationary poles.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

Agency's consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 **Changes to Platform.** Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its Agency s, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Wisconsin, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's installation obligations, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** This provision is subject to any obligations under FOIA and state-specific Public Records Acts. Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred

to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units (“**Agency Data**”). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible

for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the

“Initial Fees”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Initial Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Initial Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a

“Renewal Term”, and together with the Initial Term, the *“Service Term”*) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Falcon Camera (Flock Hardware). Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (*“No-Fee Term”*). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a *“Defect”*), Agency must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its

contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Flock Hardware, Agency Hardware or Embedded Software in any manner, including operation of the Flock Hardware, Agency Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock or the Agency Hardware manufacturer; (b) damage, alteration, or modification of the Agency Hardware, Flock Hardware or Embedded Software in any way which would cause Agency Hardware, Flock Hardware or Embedded Software to malfunction; or (c) combination of the Agency Hardware or Embedded Software with software, Agency Hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK 'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE

EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF WISCONSIN.

7.5 **Insurance.** Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

7.6 **Force Majeure.** Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF WISCONSIN.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Wisconsin without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of Wisconsin will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Wisconsin by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 **Publicity.** Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

flock safety

Let's defeat crime together.™



CUSTOMER IMPLEMENTATION GUIDE

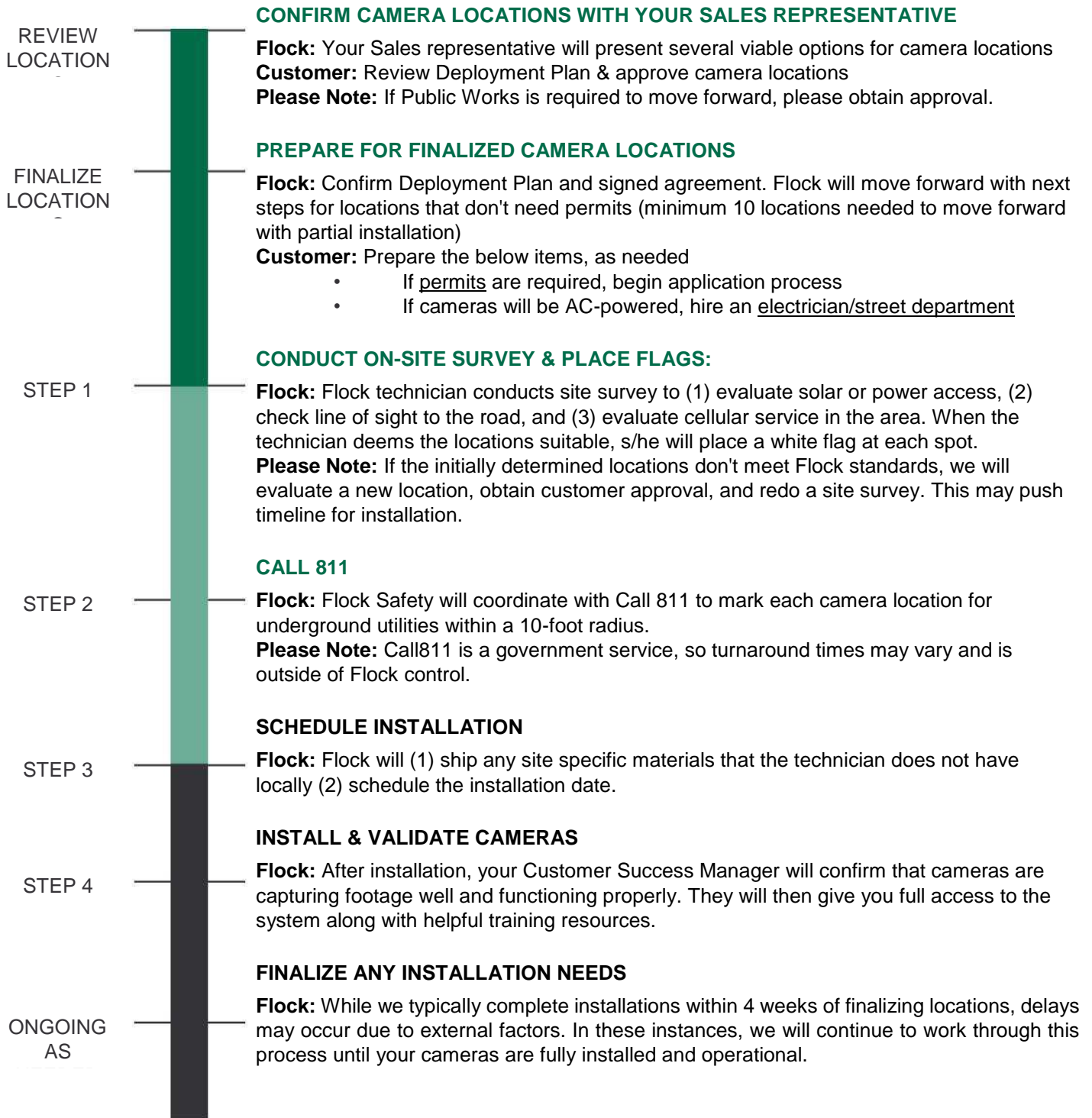
LAW ENFORCEMENT

TABLE OF CONTENTS



- 3. Implementation Timeline**
- 4. Implementation Team**
- 6. Things to Consider when Picking Locations**
- 7. Customer Responsibilities: AC-Powered Cams**
- 8. Electrician Handout**
 - Electrician Installation Steps
 - FAQs about AC-Powered Flock Cameras
- 11. Installation Service Brief**
- 12. Permitting: Pre-Install Questionnaire**
 - Timeline
 - Right of Way
 - AC Power vs. Solar
 - Traffic Control & Installation Methods
 - Paperwork & Required Forms
 - Contacts
- 14. *Fee Schedule**
- 15. Help Center**
- 16. Customer Support**

IMPLEMENTATION TIMELINE

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



IMPLEMENTATION TEAM

FLOCK TEAM	HOW WILL THEY SUPPORT YOU
 <p data-bbox="293 831 553 905">Customer Success Manager</p>	<p data-bbox="716 506 1333 569">Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p data-bbox="716 600 1349 751">They will be your guide through the installation process. After install, they will help you understand how best to leverage the Flock Safety tool to solve crime. You should reach out to them when you want to discuss:</p> <ul data-bbox="813 758 1325 947" style="list-style-type: none"> • Training • Benefits of features • Best practices for getting relevant data • Opportunities to expand the security network in your area • Feedback on your partnership with Flock
 <p data-bbox="277 1314 578 1346">Flock Safety Support</p>	<p data-bbox="716 1003 1365 1129">The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com. Support can help you:</p> <ul data-bbox="813 1136 1227 1346" style="list-style-type: none"> • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick “How to” questions in your Flock Account
 <p data-bbox="253 1734 602 1797">Product Implementation Specialist</p>	<p data-bbox="716 1419 1292 1482">Your Product Implementation Specialist is your technical product expert.</p> <p data-bbox="716 1482 1308 1608">They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. Your specialist will work with you to:</p> <ul data-bbox="797 1608 1373 1860" style="list-style-type: none"> • Review the cameras in your deployment • Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product • If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).

IMPLEMENTATION TEAM



Field Operations Team

The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of your product.

They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that your cameras are installed quickly and safely, and in a way that maximizes the opportunity to solve crime at a specific location.

***Note*:** For **all Installation questions or concerns**, please always direct them to your **Customer Success Manager** and not to the technician.

Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

OUTSIDE PARTY	WHEN THEY MAY BE INVOLVED
Electrician/Street Department	If your Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on use of public Right of Ways or property
Department of Transportation (DOT), City, or County Agencies	If installation in your area requires permitting

THINGS TO CONSIDER WHEN PICKING LOCATIONS

Falcon Cameras

- Use Cases
 - Flock LPRs are designed to capture images of rear license plates, aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections
 - Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection, to prevent stop and go motion activation, or “stop and go” traffic.
 - Mounting
 - They can be mounted on existing utility, light, or traffic signal poles, or 12 foot Flock poles. ****NOTE**** Permitting (or permission from pole owner) may be required in order to use existing infrastructure or install in specific areas, depending on local regulations & policies.
 - They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
 - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent sufficient solar power if 2 cameras and 2 solar panels were on a single pole (by blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
 - They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. The agency or community must work with an electrician to wire the cameras once installed. Electrician services should be completed within 2 days of installation to prevent the camera from dying.
 - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images
 - Any Flock equipment mounted over 14 feet or on a horizontal beam will require a bucket truck. If mounting in this way:
 - Flock will request use of a bucket truck through the customer or Public Works
 - If a bucket truck is not available through the customer, Flock will have to procure one.
- **Note**** This will lead to delays on install & any subsequent maintenance visits based on bucket truck availability
- Flock will likely require traffic control assistance provided by customer to install or provide maintenance with a bucket truck

Solar Panels

- Solar panels need unobstructed southern-facing views



CUSTOMER RESPONSIBILITIES: AC-POWERED CAMS

In the event your Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. See steps 2 and 6 below.



Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process

How to Get Started with a Powered Install

- 1. Create a Deployment Plan**
Work with Flock to select the best location(s) for your cameras and power sources.
- 2. Acquire an Electrical Quote**
Contact an electrician to receive a quote to run 120volt AC power to the camera.
- 3. Sign Flock Safety Agreement**
Sign the Flock Safety purchase order to begin the installation of the cameras.
- 4. Conduct Site Survey**
Flock will mark camera locations, locate underground utilities and mark if present.
- 5. Install Camera**
Flock will install the camera and AC power kit at the specified camera location.
- 6. Connect Camera to Power**
Notify the electrician that the camera is ready for the power connection installation.

flock safety | www.flocksafety.com | 866-901-1781

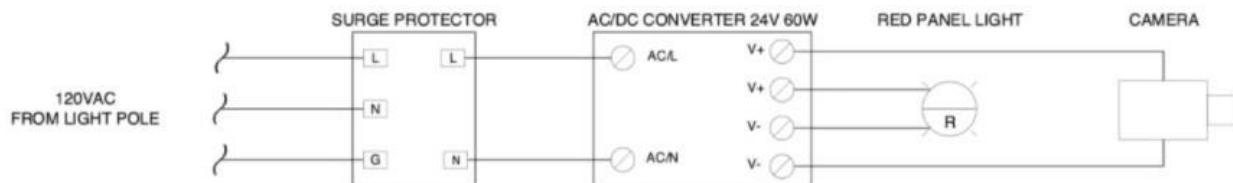
Visit flocksafety.com/power-install for the full plan, FAQs & to get started!

ELECTRICIAN HANDOUT

Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit
2. Open the box using hinges
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on site, call Flock who will remotely verify that power is working correctly:

Southeast Region - (678) 562-8766
West-Region - (804) 607-9213
Central & NE Region - (470) 868-4027



FAQS ABOUT AC-POWERED FLOCK CAMERAS

What voltage is supported?

The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. Average power draw is roughly 30W in high traffic conditions, but may be lower when less vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

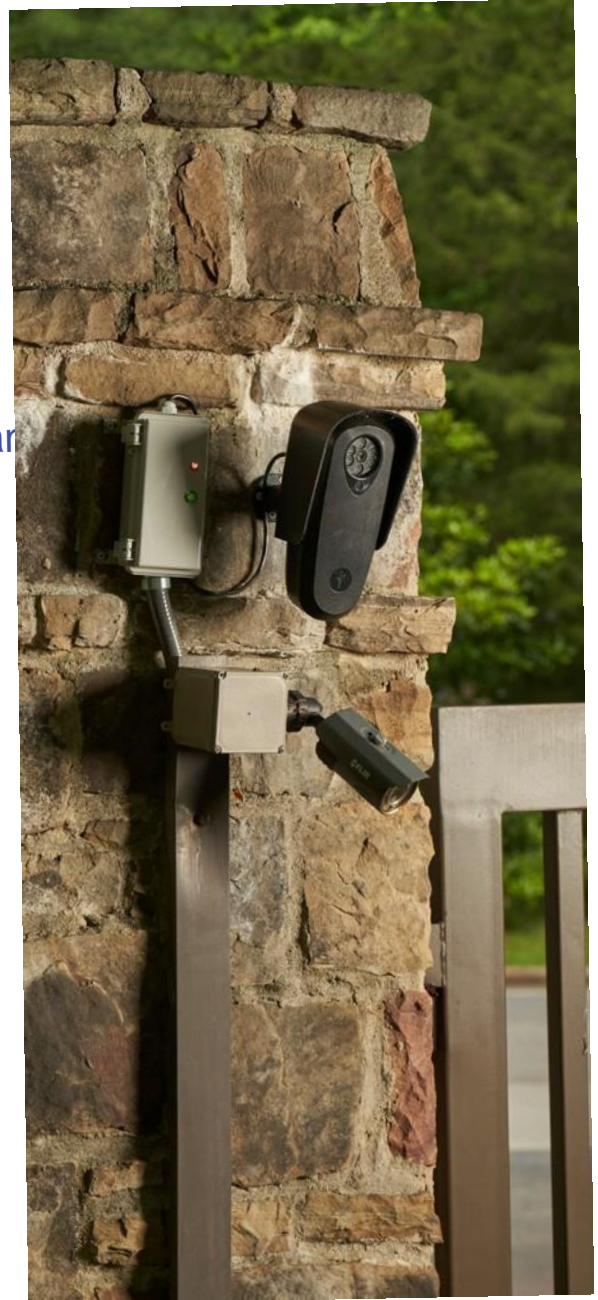
Who is responsible for maintenance?

Flock will handle all maintenance related to the camera and power equipment installed by Flock. However, any problems with the electrical supply are the responsibility of the customer. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

In the event the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verify the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is not possible. The primary driver of cost is the distance from AC power source to the intended camera location.



What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of existing power infrastructure before creating the deployment plan.

Can you plug into my existing power outlet?

The Flock AC power adapter does not use a standard outlet plug, but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged presenting a tampering risk to this critical safety infrastructure. If an outlet is close to the camera, the electrician can route power directly to the camera with a direct wire-in connection.

How long does this process typically take?

The installation process typically takes 6-8 weeks. In order to accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should be able to perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

INSTALLATION SERVICE BRIEF

Below outlines the statement of work for your Flock Camera Installation:

WHAT IS COVERED BY FLOCK	WHAT IS <i>NOT</i> COVERED BY FLOCK	SPECIAL NOTE
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	Electrician & ongoing electrical cost	
AC Power Kit <i>(as needed)</i>	Engineering Drawings	
Solar Panels <i>(as needed)</i>	Relocation Fees	<i>exc. changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, *MASH poles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees <i>(review Fees Sheet for more details)</i>	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>

*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

PERMITTING: PRE-INSTALL QUESTIONNAIRE

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Is your agency able to own the permitting process with Flock Safety's assistance?

2. Right of Way

- Will any of the Flock Safety cameras be installed on city, state or power company owned poles or in city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power company, public works, etc)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
Note: If height is greater than 15 feet tall, a bucket truck is **required**.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit?
- If solar powered, consider the size of the solar panel and potential to impact visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)



4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates a full lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
 - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control required (cones, arrowboards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e. California), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete prior to proceeding (ex. business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety will need to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department



FEE SCHEDULING

*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

*Below fee schedule is subject to change;

REINSTALL OR JOB TYPE	REINSTALL FEE
Camera or pole relocation	\$150
Camera replacement as result of vandalism, theft, or third party damage	\$500
Pole replacement as a result of vandalism, theft, or third party damage	\$150
Pole upgrade	\$300
Angle Adjustment - Customer request	\$125
Installation of additional Flock Safety sign (including cost of sign)	\$100
Convert camera to use of electrical outlet (excluding cost of electrical work)	\$150
Other site visit/technician visit that does not result in a reinstall being required	\$150

HELP CENTER

Our Help Center is filled with tons of resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate?

(National Lookup - network of law enforcement agencies that have opted to allow their Flock cameras to be used for searches)

How do I reset my / another user's password?

CUSTOMER SUPPORT

You can reach our customer support team anytime by emailing support@flocksafety.com.

They can help answer any “How-To” questions you may have.



flock safety



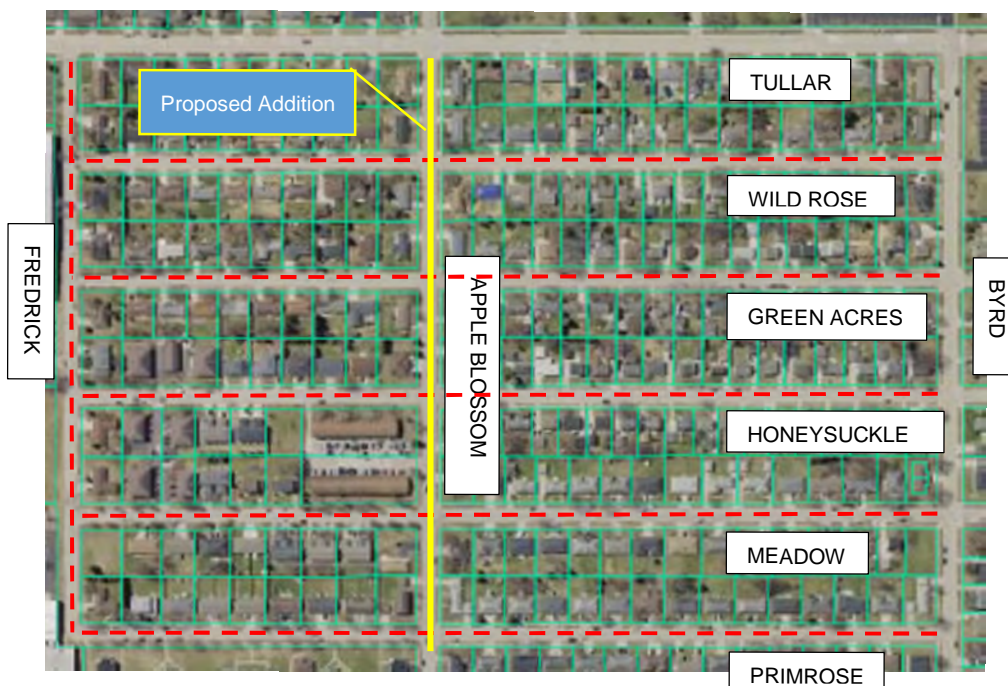
MEMORANDUM

DATE: January 20, 2022
TO: Mayor Kaufert and Members of the Public Services and Safety Committee
FROM: Gerry Kaiser, Director of Public Works
RE: 2022 Capital Improvement Budget Adjustment Request: Street Resurfacing on Apple Blossom Drive (Tullar Rd - Primrose Ln)

In the course of preparing plans for water main replacement and street resurfacing in the Meadow Lane area, PW and Water Utility staff have determined that, given the extent of the work affecting Apple Blossom Drive, it should have been included in the budgeted work. From a water main standpoint, doing that section of street will avoid costs to install the pipe fittings needed to tie the side street water mains into the Apple Blossom Drive main. From a street standpoint, doing that section of Apple Blossom avoids leaving four short sections of the street unimproved, several of which are in marginal condition.

For the budgeted street improvements on this project, the capital improvements program includes \$1,775,000 overall. A current cost estimate for this project, excluding Apple Blossom Drive, is \$1,698,000. The cost estimate, including Apple Blossom Drive is \$1,777,000. There are no special assessments related to this work. Director Mach has received authorization from the Neenah Water Commission to add this section of Apple Blossom Drive to the Water Utility's 2022 program.

Staff recommends that the 2022 capital improvement budget be amended to add resurfacing on Apple Blossom Drive from Tullar Road to Primrose Lane using funds currently included in the program for Fredrick, Wild Rose, Green Acres, Honeysuckle, Meadow and Primrose, with any additional funds needed to come from Public Infrastructure Reserves.





Neenah Special Event Permit Application

Event

Name Neenah-Menasha Emergency Society Kitchen Tour/Food trucks

Webpage www.nmesociety.com

Description

- Festival/Concert/Exhibition Parade/March Other:
 Tournament Competitive Race
 Assembly/Rally Non-Competitive Run/Walk

Fundraising event

List the event activities to take place (or attach brochure):

On April 28, 2022, we will have our 12th Annual Kitchen Tour. We have 51 homes on the tour and we would like 4-5 food trucks to be stationed at Shattuck Park for attendees and general public to get food from 11A-7pm.

Schedule

Date(s)	Setup Time	Start Time	End Time	Cleanup Time
April 28	9Am	11Am	7pm	8pm

Attendance

List estimated quantities:

Participants 500?

Spectators _____

List any entry fees: _____

Location

- Park/Public Property: Shattuck Park
- Public Street/Sidewalk/Trail: _____
- Private Property/Other: _____

Applicant

Name Tammy Malewski Daytime Phone 920-642-3637

Email tammy.malewski@gmail.com Cell Phone 920-642-3637

Organization

Name Neenah-Menasha Emergency Society Tax Exempt No. 006764

Email nmesociety@gmail.com Phone _____

Address P.O. Box 744

City Neenah State WI Zip Code 54956

The organization shall incur all City service and equipment costs associated with the event. 501(c) organizations with a valid tax exempt certificate receive reduced rates for services/equipment provided by the City. See Municipal Code 514-129(g) for details.

tammy.malewski@gmail.com



Neenah
WISCONSIN

Special Event Permit Application

Police Department

Contact: Lieutenant Jon Kuffel

Phone: +1 (920) 886-6018

Address: 2111 Marathon Ave. Neenah, WI 54956

Email: jkuffel@ci.neenah.wi.us

1. Will you be using the Emergency Response Protocol supplied by the city? ([See supplement](#)) Yes No
 The protocol is a set of procedures to be used for various crises including inclement weather, medical emergencies, and disorderly conduct scenarios. It establishes responsibilities and expectations between the event organizer and emergency services in the event of a crisis. If you choose not follow the protocol provided by the city, attach a crisis management plan to this application. All plans must be approved by Neenah Police and Neenah-Menasha Fire Rescue.

2. List at least two Event Coordinator contacts who will be on-site during the event to address issues that might arise.
 Event Coordinators are responsible for executing the Emergency Response Protocol.

Name Tammy Malowski Phone 920-642-3637

Name Lisa Komblevich Phone 920-540-3514

3. Will there be security/crowd control services on-site? If so, please list contractor: Yes No

Name _____ Phone _____

4. Will there be first aid/emergency responders on site? If so, please list contractor: Yes No

Name _____ Phone _____

5. Describe the communication method/equipment that will be used to notify event staff/volunteers of emergencies:

Cell phone

6. Describe the communication method/equipment that will be used to notify event attendees of emergencies:

Cell phone

7. Identify the locations of the following (be specific):

Locations may instead be located on a map submitted with this permit. If a service is not provided or is not applicable, write in "N/A"

Loudspeaker/PA System N/A

Lost Child Recovery Site N/A

Severe Weather Shelter(s) N/A

First Aid Station(s) N/A

Enclosed/Fenced Area(s) N/A

Enclosed areas are required for alcohol consumption. Entrances and exits must be numbered and labeled for any enclosed/fenced areas.



Neenah Special Event Permit Application

Neenah-Menasha Fire Rescue

Contact: Assistant Chief Vernon Green

Phone: +1 (920) 886-6201

Address: 125 E. Columbian Ave. Neenah, WI 54956

Email: vgreen@nmfire.org

8. Will there be any pyrotechnics or open burning?

Yes No

A [Fireworks/Open Burning Permit](#) is required. Applications should be filed separately with Neenah-Menasha Fire Rescue.

9. Will there be any generators used?

Yes No

10. Will there be any cooking operations?

Yes No

11. Will there be any tents or canopies?

Yes No

12. Will there be any use of drones?

Yes No

Winnebago County Health Department

Contact: Env. Health Specialist Jennifer Bonzelet

Phone: +1 (920) 232-3000

Address: 112 Otter St. Oshkosh, WI 54901

Email: jbonzet@co.winnebago.wi.us

13. Will there be any food or beverages prepared or served?

Yes No

If yes, contact the Winnebago County Health Department.

14. Will there be any portable toilets and/or wash stations?

Yes No

15. Will there be any water activities (ie. dunk tanks, water slides)?

Yes No

16. Will there be any animals?

Yes No

Clerk's Office

Contact: City Clerk Patty Sturn

Phone: +1 (920) 886-6100

Address: 211 Walnut St. Neenah, WI 54956

Email: psturn@ci.neenah.wi.us

17. Will there be amplified music or announcements used for the event?

Yes No

18. Will amplified sound be within 7 am - 10 pm on weekdays & 10 am - 11 pm on weekends/holidays?

Yes No

If not, a special exemption must be requested and approved as part of this application. List the intended hours of amplified sound (per day, if applicable):

Start Time _____ End Time _____

19. Will there be any alcohol served?

Yes No

A [Temporary Class B Picnic License](#) is required. Applications should be filed separately with the Clerk's Office.

20. Will there be any vendors/concessions? If so, please list:

Yes No

Vendors will need to have a [Solicitor Permit](#) filed with the Clerk's Office.

We are looking for 4-5 food trucks to be located at Shuttleshire. Once we have them, we will have them complete a Solicitor Permit.



Neenah Special Event Permit Application

Traffic Department

Contact: Traffic Engineer James Merten
Address: 211 Walnut St. Neenah, WI 54956

Phone: +1 (920) 886-6243
Email: jmerten@ci.neenah.wi.us

21. Will the event close any street/sidewalk/trail (or portions thereof) to traffic? Yes No
Any adjacent properties must be notified by the applicant 5 weekdays in advance of the event. A copy of the notification must be submitted and approved by the City Traffic Engineer.

22. Will you be providing volunteers to direct traffic? Yes No
All volunteers must be properly equipped, trained, and supplied with the [Volunteer Flagger Instructions](#). (See attached.)

23. Is any city traffic control equipment or services being requested? If so, check all that apply: Yes No

- Barricade/Sign Equipment**
Check if you are requesting equipment to be delivered to the event grounds. Equipment will need to be moved to their placement locations during the event.
- Barricade/Sign Placement**
Check if you are requesting equipment to be placed by the City during the event times.
- Flaggers to Direct Traffic**
Availability of community service aides (CSAs) and/or police officers are not guaranteed.
- Traffic Signal Programming**
Check if modifications to the traffic signal timing plans may be needed for the event.
- Message Boards**
Message boards may be used to give advanced notification of street closures for the event.

24. Will a private contractor be used for barricading/signing equipment or services? If so, please list contractor: Yes No
Any traffic control plan not supplied by the City must be approved by the Traffic Department.

Name _____ Phone _____

25. List any shuttle services (including route locations) being provided for the event:

N/A

26. List any locations to be used for either attendee or event staff parking:

N/A

27. Please identify handicap accessible parking locations and accommodations:

N/A



Neenah Special Event Permit Application

Parks & Recreation Department

Contact: Parks & Recreation Office
Address: 211 Walnut St. Neenah, WI 54956
Phone: +1 (920) 886-6060
Email: parkrec@ci.neenah.wi.us

Public Works Department

Contact: Traffic Engineer James Merten
Address: 211 Walnut St. Neenah, WI 54956
Phone: +1 (920) 886-6243
Email: jmerten@ci.neenah.wi.us

28. Will there be any equipment requiring ground anchoring (ie. tents, fences)? If so, please list locations: Yes No

- Public Park/Property: _____
- Public Street/Trail: _____
- Other: _____

Any stakes or ground anchoring systems proposed on public property must be approved for their locations. Diggers Hotline (Website: www.diggershotline.com, Phone: 811) must be contacted a minimum of 4 working days before any ground anchors are placed.

29. If there are any portable toilets or wash stations (Question #14), identify proposed locations:

- Public Park/Property: Shattuck Park
- Public Street/Trail: _____
- Other: _____

30. Have the park shelters been pre-reserved with the Park & Recreation Department? Yes No
Park reservations must be completed before submittal of this application.

31. Are you requesting any street sweeping services to be provided by the city? Yes No

32. Will there be any dumpsters and/or portable trash receptacles provided? Yes No

32. Will the event utilize environmentally conscious practices and/or provide recycling receptacles? Yes No

33. What tasks will be conducted to ensure the event site remains clean throughout (and after) the event?

Volunteers will be located during the event to make sure all areas are kept clean and picked up.

34. Please list any additional equipment or services requested to be provided by the city:



Neenah Special Event Permit Application

Checklist

Required to process application:

- Application filed with the Mayor's Office within 45 days prior to the event (or 10 days, if there is no full/partial street closure).
Special exceptions must be approved by the Special Events Task Force and the Mayor.
- \$75 application fee. (Not applicable if there is no full/partial street closure.)
Payment can be made at the Treasurer's Office, 211 Walnut Street Neenah, WI 54956 or be submitted with the application.
- Reservation of park facilities.
Reservations may be made at the Parks & Recreation Office, 211 Walnut Street Neenah, WI 54956.
- Supplemental permits filed.
Typical permits filed include: Temporary Class B Picnic License (Alcohol), Fireworks Permit, Open Burning Permit, and Vendor/Solicitor Licenses.
- A detailed map of the event site/route.
A map identifying the event footprint and layout must be submitted with this application.
- A crisis management plan.
Required when not following the Emergency Response Protocol that is provided by the City.

NA

Required to approve application:

- Liability insurance certificate. *Need -*
Policy must include \$1,000,000 of general liability per occurrence (no exclusions) naming the City of Neenah, its officers, council members, agents, employees, and authorized volunteers as additional insured(s).
- Street closure notification letter. *NA*
Required when properties adjacent to or are enclosed within a closed street or street network. Letters must be pre-approved by the City and must be delivered 5 days working days before the event start date.
- Participant waiver forms.
Any waivers of liability signed by participants of the event must also include the City of Neenah (using the same language as for the liability insurance certificate).
- Traffic control plan. *NA*
Required when a contractor is providing traffic control services. Traffic control plans must be approved by the Traffic Department.
- Follow through with any contingencies required for approval of this permit application.
Contingencies are determined upon approval of the permit application. The City reserves the right to revoke a permit if any contingency is not met.

Provisions & Terms

This permit is intended to clarify the working relationship between the Applicant of the special event and the City of Neenah. The Applicant agrees to abide by the terms of this permit and all existing policies governing use of City facilities unless specifically noted in the permit. Regulations in Municipal Code §14-125 through §14-132 shall apply to this permit.

Once filed with the Mayor's Office, this permit will be reviewed by the Special Events Task Force. Upon task force recommendation for approval, per Municipal Code §14-129(b)(1), Class B permit applications must be approved by the Public Works Director or designee and Class C permit applications must be approved by the Public Services & Safety Committee and the City Council. A copy of an approved application will be sent to the Applicant as indication of the approved permit. The Applicant is responsible for complying with any contingencies applied to this permit. Failure to do so shall void this permit.

No changes may be made by the Applicant, regarding items included in this agreement, unless written permission is attached to this document. 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 City Staff on duty shall prevail.

Staff and equipment needed to run the event are the responsibility of the Applicant. City services and equipment may be provided at the discretion of the appropriate Department. The Applicant shall be responsible for the City's reasonable service and/or equipment cost associated with the event. The charges are determined from actual cost as outlined in Municipal Code §14-129(g). An invoice detailing charges for City services and/or damages will be sent to the sponsoring organization following the event. Payment is due within 30 days of the date of the invoice.



Neenah
W I S C O N S I N

Special Event Permit Application

Legal Notice

I, as an authorized member of the organization sponsoring this event, verify that the information contained in this application is true, correct, and complete to the best of my knowledge. I agree to all provisions and terms of this agreement and acknowledge that no changes may be made to this agreement, unless authorized written permission is granted.

I understand the filing of this application does not ensure the issuance of this permit. I also understand that all event organizers, staff, volunteers, participants, and spectators must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes, and liquor licensing regulations. Fees for park facilities, food sales permits, tent, and fireworks permits are in addition to the fees submitted for the Special Event Permit Application. I further understand that an incomplete application may be cause for denial of the event.

Hold harmless indemnification and defense.

For good and valuable consideration the applicant and/or the organization agrees to indemnify, defend and hold harmless the City of Neenah and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, 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 City.

Signature Tammy Malachuk

Date 12-28-21

Completed applications can be mailed to: Neenah City Hall, 211 Walnut Street Neenah, WI 54956 or e-mailed to jheinz@ci.neenah.wi.us
For any questions regarding this application or the permitting process, contact the Joni Heinz at +1 (920) 886-6104.

OFFICE USE ONLY

Cost Estimate

Parks & Recreation

Total Cost

Sponsor Cost

Public Works/Traffic

Police

NM Fire

Total

Approvals

Special Events Task Force

Signature

Joni Heinz

Date

1-10-22

Class B: Director of Public Works or Designee

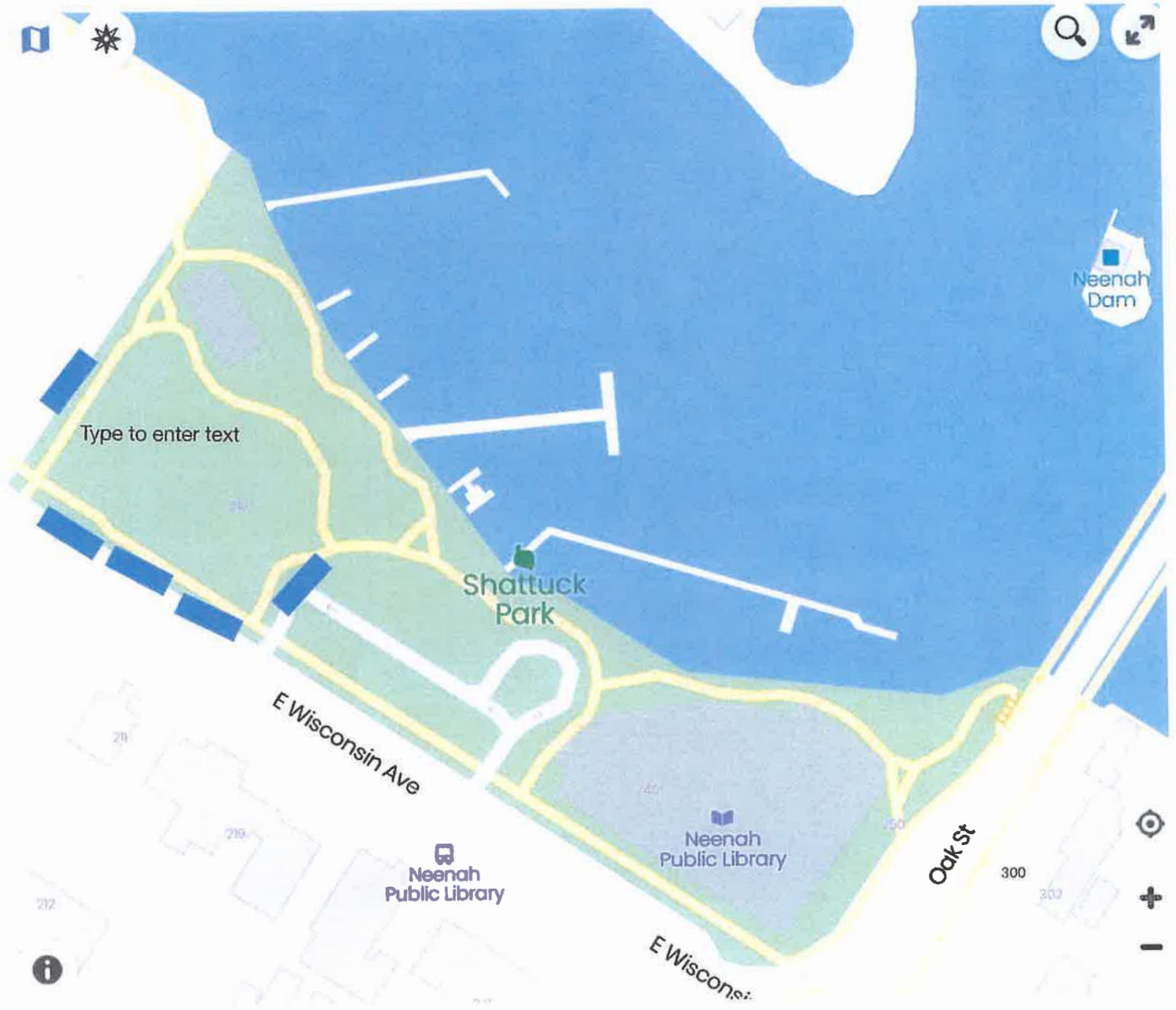
Class C: Public Services & Safety Committee / City Council

Signature

Date

Contingencies of Permit

4-5 Food Trucks





Re: Rental of Shattuck Park
Tammy Malewski to: mkading
Cc: jheinz, KVanderWyst

01/06/2022 06:11 AM

From: "Tammy Malewski" <tammy.malewski@gmail.com>
To: mkading@ci.neenah.wi.us
Cc: jheinz@ci.neenah.wi.us, KVanderWyst@ci.neenah.wi.us

Thank you, Michael!
Tammy

Sent from my iPhone

On Jan 5, 2022, at 1:13 PM, mkading@ci.neenah.wi.us wrote:

Excellent. Best of luck planning and hosting your event.

Michael Kading

Director of Parks and Recreation
City of Neenah Parks & Recreation Dept
920.886.6062

www.neenahgov.org

Creating Community through People, Parks & Programs.



[Check out our Facebook page!](#)

▼ "Tammy Malewski" ---01/05/2022 12:57:00 PM---Hello Michael, I have submitted the paperwork for a special event. My apologies as I still thought I

From: "Tammy Malewski" <tammy.malewski@gmail.com>
To: mkading@ci.neenah.wi.us
Cc: KVanderWyst@ci.neenah.wi.us, jheinz@ci.neenah.wi.us
Date: 01/05/2022 12:57 PM
Subject: Re: Rental of Shattuck Park

Hello Michael,

I have submitted the paperwork for a special event. My apologies as I still thought I needed to reserve the park as well.

Yes, you shared the construction information, but this is the best location for the food trucks, and the date is not flexible. We will be close enough to other businesses just in case the bathrooms are closed due to construction.

I appreciate your guidance on this!

Thank you,
Tammy

Sent from my iPhone

On Jan 5, 2022, at 8:49 AM, mkading@ci.neenah.wi.us wrote:

Tammy - Good Morning. Thank you for reaching out.

Shattuck Park is a non-rentalable park.

I have had previous conversation regarding this event and it is my understanding that food trucks would be parked on Wisconsin Ave adjacent to the curb. In this case you need to work through the clerks office to secure the special event permit and any other necessary permits. I have included Joni in this email response and is a great source of information in helping you secure the necessary permits for your event.

Please note the park is expected to be under construction beginning early spring - June 3. This will include sidewalk leading up to the park building, concrete under the building, the area surrounding the old water fountain and sidewalk leading from the library parking lot to the fountain area. What this may mean for your event is that getting to and from the park restrooms may be difficult. We do not have an exact schedule as the contractor is waiting until the spring thaw to begin. The sidewalk adjacent to Wisconsin Ave will not be impacted.

If we can be of further assistance, let us know.

Michael Kading

Director of Parks and Recreation
City of Neenah Parks & Recreation Dept
920.886.6062

www.neenahgov.org

Creating Community through People, Parks & Programs.



[Check out our Facebook page!](#)

From: "Tammy Malewski" <tammy.malewski@gmail.com>
To: parkrec@ci.neenah.wi.us
Cc: "John & Lisa Komblevicz" <Lisajohn@new.rr.com>
Date: 01/02/2022 07:44 PM
Subject: Rental of Shattuck Park

Hello,

We would like to rent Shattuck Park for Thursday, April 28, 2022.

I do not see the ability to rent it online? Do I need to contact you for the rental?

We are with the Neenah-Menasha Emergency Society and will be having our 12 Annual Kitchen Tour that day. With COVID, we will not be offering food in the homes on our Tour, rather, have food trucks located at the park for participants to visit and eat. This also gives area businesses and neighborhoods to take advantage of the food trucks located at Shattuck Park.

We have also submitted a Special Event Permit to the City of Oshkosh for the date and time.

Thank you!

Tammy

✓ pd



Neenah Special Event Permit Application

Event

Name Racet the Lake
Webpage dutrirun.com

Description

- Festival/Concert/Exhibition Parade/March Other:
 Tournament Competitive Race
 Assembly/Rally Non-Competitive Run/Walk

List the event activities to take place (or attach brochure):
bike race around lake winnebago

Schedule

Date(s)	Setup Time	Start Time	End Time	Cleanup Time
<u>8/19</u>	<u>noon</u>	<u></u>	<u></u>	<u></u>
<u>8/20</u>	<u>7am</u>	<u></u>	<u></u>	<u></u>
<u>8/21</u>	<u>7am</u>	<u></u>	<u>9am</u>	<u>noon</u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

Attendance

List estimated quantities:
 Participants 1000
 Spectators
 List any entry fees:
80

Location

- Park/Public Property: Rec Park
 Public Street/Sidewalk/Trail: see map and intersection grid
 Private Property/Other:

Applicant

Name gloria west Daytime Phone
 Email gloria@dutrirun.com Cell Phone 9205621885

Organization

Name DuTriRun Foundation Tax Exempt No. 81-5010000
 Email info@dutrirun.com Phone
 Address po box 7723
 City appleton State WI Zip Code 54914

The organization shall incur all City service and equipment costs associated with the event. 501(c) organizations with a valid tax exempt certificate receive reduced rates for services/equipment provided by the City. See Municipal Code §14-129(g) for details.



Special Event Permit Application

Police Department

Contact: Lieutenant Jon Kuffel

Phone: +1 (920) 886-6018

Address: 2111 Marathon Ave. Neenah, WI 54956

Email: jkuffel@ci.neenah.wi.us

1. Will you be using the Emergency Response Protocol supplied by the city? (See supplement.) Yes No

The protocol is a set of procedures to be used for various crises including inclement weather, medical emergencies, and disorderly conduct scenarios. It establishes responsibilities and expectations between the event organizer and emergency services in the event of a crisis. If you choose not follow the protocol provided by the city, attach a crisis management plan to this application. All plans must be approved by Neenah Police and Neenah-Menasha Fire Rescue.

2. List at least two Event Coordinator contacts who will be on-site during the event to address issues that might arise.

Event Coordinators are responsible for executing the Emergency Response Protocol.

Name ben west Phone 9205442414

Name erin west Phone 6128106257

3. Will there be security/crowd control services on-site? If so, please list contractor: Yes No

Name _____ Phone _____

4. Will there be first aid/emergency responders on site? If so, please list contractor: Yes No

Name _____ Phone _____

- 5 Describe the communication method/equipment that will be used to notify event staff/volunteers of emergencies:

cell phones social media

- 6 Describe the communication method/equipment that will be used to notify event attendees of emergencies:

social media and emails

- 7 Identify the locations of the following (be specific):

Locations may instead be located on a map submitted with this permit. If a service is not provided or is not applicable, write in "N/A".

Loudspeaker/PA System _____

Lost Child Recovery Site _____

Severe Weather Shelter(s) _____

First Aid Station(s) rec park

Enclosed/Fenced Area(s) _____

Enclosed areas are required for alcohol consumption. Entrances and exits must be numbered and labeled for any enclosed/fenced areas.



Special Event Permit Application

Neenah-Menasha Fire Rescue

Contact: Assistant Chief Vernon Green

Phone: +1 (920) 886-6201

Address: 125 E. Columbian Ave. Neenah, WI 54956

Email: vgreen@nmfire.org

- 8. Will there be any pyrotechnics or open burning? Yes No
A [Fireworks/Open Burning Permit](#) is required. Applications should be filed separately with Neenah-Menasha Fire Rescue.
- 9. Will there be any generators used? Yes No
- 10. Will there be any cooking operations? Yes No
- 11. Will there be any tents or canopies? Yes No
- 12. Will there be any use of drones? Yes No

Winnebago County Health Department

Contact: Env. Health Specialist Jennifer Bonzelet

Phone: +1 (920) 232-3000

Address: 112 Otter St. Oshkosh, WI 54901

Email: jbonzet@co.winnebago.wi.us

- 13. Will there be any food or beverages prepared or served? Yes No
If yes, contact the Winnebago County Health Department.
- 14. Will there be any portable toilets and/or wash stations? Yes No
- 15. Will there be any water activities (ie. dunk tanks, water slides)? Yes No
- 16. Will there be any animals? Yes No

Clerk's Office

Contact: City Clerk Patty Sturn

Phone: +1 (920) 886-6100

Address: 211 Walnut St. Neenah, WI 54956

Email: psturn@ci.neenah.wi.us

- 17. Will there be amplified music or announcements used for the event? Yes No
- 18. Will amplified sound be within 7 am - 10 pm on weekdays & 10 am - 11 pm on weekends/holidays? Yes No
If not, a special exemption must be requested and approved as part of this application. List the intended hours of amplified sound (per day, if applicable):
Start Time _____ End Time _____
- 19. Will there be any alcohol served? Yes No
A [Temporary Class B Picnic License](#) is required. Applications should be filed separately with the Clerk's Office.
- 20. Will there be any vendors/concessions? If so, please list: Yes No
Vendors will need to have a [Solicitor Permit](#) filed with the Clerk's Office.



Neenah Special Event Permit Application

Traffic Department

Contact: Traffic Engineer James Merten
Address: 211 Walnut St. Neenah, WI 54956

Phone: +1 (920) 886-6243
Email: jmerten@ci.neenah.wi.us

21. Will the event close any street/sidewalk/trail (or portions thereof) to traffic? Yes No
Any adjacent properties must be notified by the applicant 5 weekdays in advance of the event. A copy of the notification must be submitted and approved by the City Traffic Engineer.

22. Will you be providing volunteers to direct traffic? Yes No
All volunteers must be properly equipped, trained, and supplied with the [Volunteer Flagger Instructions](#). (See attached)

23. Is any city traffic control equipment or services being requested? If so, check all that apply: Yes No

Barricade/Sign Equipment

Check if you are requesting equipment to be delivered to the event grounds. Equipment will need to be moved to their placement locations during the event.

Barricade/Sign Placement

Check if you are requesting equipment to be placed by the City during the event times.

Flaggers to Direct Traffic

Availability of community service aides (CSAs) and/or police officers are not guaranteed.

Traffic Signal Programming

Check if modifications to the traffic signal timing plans may be needed for the event.

Message Boards

Message boards may be used to give advanced notification of street closures for the event.

24. Will a private contractor be used for barricading/signing equipment or services? If so, please list contractor: Yes No
Any traffic control plan not supplied by the City must be approved by the Traffic Department.

Name _____

Phone _____

25. List any shuttle services (including route locations) being provided for the event:

26. List any locations to be used for either attendee or event staff parking:

27. Please identify handicap accessible parking locations and accommodations:



Special Event Permit Application

Parks & Recreation Department

Contact: Parks & Recreation Office
Address: 211 Walnut St. Neenah, WI 54956
Phone: +1 (920) 886-6060
Email: parkrec@ci.neenah.wi.us

Public Works Department

Contact: Traffic Engineer James Merten
Address: 211 Walnut St. Neenah, WI 54956
Phone: +1 (920) 886-6243
Email: jmerten@ci.neenah.wi.us

28. Will there be any equipment requiring ground anchoring (ie. tents, fences)? If so, please list locations: Yes No

Public Park/Property: _____

Public Street/Trail: _____

Other: _____

Any stakes or ground anchoring systems proposed on public property must be approved for their locations. Diggers Hotline (Website: www.diggershotline.com, Phone: 811) must be contacted a minimum of 4 working days before any ground anchors are placed.

29. If there are any portable toilets or wash stations (Question #14), identify proposed locations:

Public Park/Property: rec park

Public Street/Trail: _____

Other: _____

30. Have the park shelters been pre-reserved with the Park & Recreation Department? Yes No

Park reservations must be completed before submittal of this application.

31. Are you requesting any street sweeping services to be provided by the city? Yes No

32. Will there be any dumpsters and/or portable trash receptacles provided? Yes No

32. Will the event utilize environmentally conscious practices and/or provide recycling receptacles? Yes No

33. What tasks will be conducted to ensure the event site remains clean throughout (and after) the event?

clean up crew comes through after event and the following day.

34. Please list any additional equipment or services requested to be provided by the city:



Neenah Special Event Permit Application

Checklist

Required to process application:

- Application filed with the Mayor's Office within 45 days prior to the event (or 10 days, if there is no full/partial street closure).**
Special exceptions must be approved by the Special Events Task Force and the Mayor.
- \$75 application fee. (Not applicable if there is no full/partial street closure.)** Receipt No: _____
Payment can be made at the Department of Legal & Administrative Services, 211 Walnut Street Neenah, WI 54956.
- Reservation of park facilities.**
Reservations may be made at the Parks & Recreation Office, 211 Walnut Street Neenah, WI 54956. See Question #30.
- Supplemental permits filed.**
See Questions #8 (Fireworks/Open Burning Permit), #13 (Food Vending Permit), #19 (Temporary Class B Picnic License), and #20 (Vendor/Solicitor License).
- A detailed map of the event site/route.**
A map identifying the event footprint and layout must be submitted with this application.
- A crisis management plan.**
Required when not following the Emergency Response Protocol that is provided by the City. See Question #1.

Required to approve application:

- Liability insurance certificate.**
Policy must include \$1,000,000 of general liability per occurrence (no exclusions) naming the City of Neenah, its officers, council members, agents, employees, and authorized volunteers as additional insured(s).
- Street closure notification letter.**
Required when properties adjacent to or are enclosed within a closed street or street network. Letters must be pre-approved by the City and must be delivered 5 days working days before the event start date.
- Participant waiver forms.**
Any waivers of liability signed by participants of the event must also include the City of Neenah (using the same language as for the liability insurance certificate).
- Traffic control plan.**
Required when a contractor is providing traffic control services. Traffic control plans must be approved by the Traffic Department.
- Follow through with any contingencies required for approval of this permit application.**
Contingencies are determined upon approval of the permit application. The City reserves the right to revoke a permit if any contingency is not met.

Provisions & Terms

This permit is intended to clarify the working relationship between the Applicant of the special event and the City of Neenah. The Applicant agrees to abide by the terms of this permit and all existing policies governing use of City facilities unless specifically noted in the permit. Regulations in Municipal Code §14-125 through §14-132 shall apply to this permit.

Once filed with the Department of Legal & Administrative Services, this permit will be reviewed by the Special Events Task Force. Upon task force recommendation for approval, per Municipal Code §14-129(b)(1), Class B permit applications are approved by the Public Works Director or designee and Class C permit applications are approved by the Public Services & Safety Committee and the City Council. A copy of an approved application will be sent to the Applicant as confirmation of the approved permit. The Applicant is responsible for complying with any contingencies applied to this permit. Failure to do so shall void this permit.

No changes may be made by the Applicant, regarding items included in this agreement, unless written permission is attached to this document. 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 City Staff on duty shall prevail.

Staff and equipment needed to run the event are the responsibility of the Applicant. City services and equipment may be provided at the discretion of the appropriate Department. The Applicant shall be responsible for the City's reasonable service and/or equipment cost associated with the event. The charges are determined from actual cost as outlined in Municipal Code §14-129(g). An invoice detailing charges for City services and/or damages will be sent to the sponsoring organization following the event. Payment is due within 30 days of the date of the invoice.



Neenah Special Event Permit Application

Legal Notice

I, as an authorized member of the organization sponsoring this event, verify that the information contained in this application is true, correct, and complete to the best of my knowledge. I agree to all provisions and terms of this agreement and acknowledge that no changes may be made to this agreement, unless authorized written permission is granted.

I understand the filing of this application does not ensure the issuance of this permit. I also understand that all event organizers, staff, volunteers, participants, and spectators must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes, and liquor licensing regulations. Fees for park facilities, food sales permits, tent, and fireworks permits are in addition to the fees submitted for the Special Event Permit Application. I further understand that an incomplete application may be cause for denial of the event.

Hold harmless indemnification and defense.

For good and valuable consideration the applicant and/or the organization agrees to indemnify, defend and hold harmless the City of Neenah and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, 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 City.

Signature  Date 12-7-21

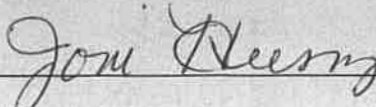
Completed applications should be filed with the Department of Legal & Administrative Services, Neenah City Hall, 211 Walnut Street Neenah, WI 54956. For any questions regarding this application or the permitting process, contact Joni Heinz: Phone: +1 (920) 886-6104 Email: jheinz@ci.neenah.wi.us

OFFICE USE ONLY

Cost Estimate	Total Cost	Sponsor Cost
Parks & Recreation	—	—
Public Works/Traffic	—	—
Police	\$ 250.00	—
NM Fire	—	—
Total	\$ 250.00	—

Approvals

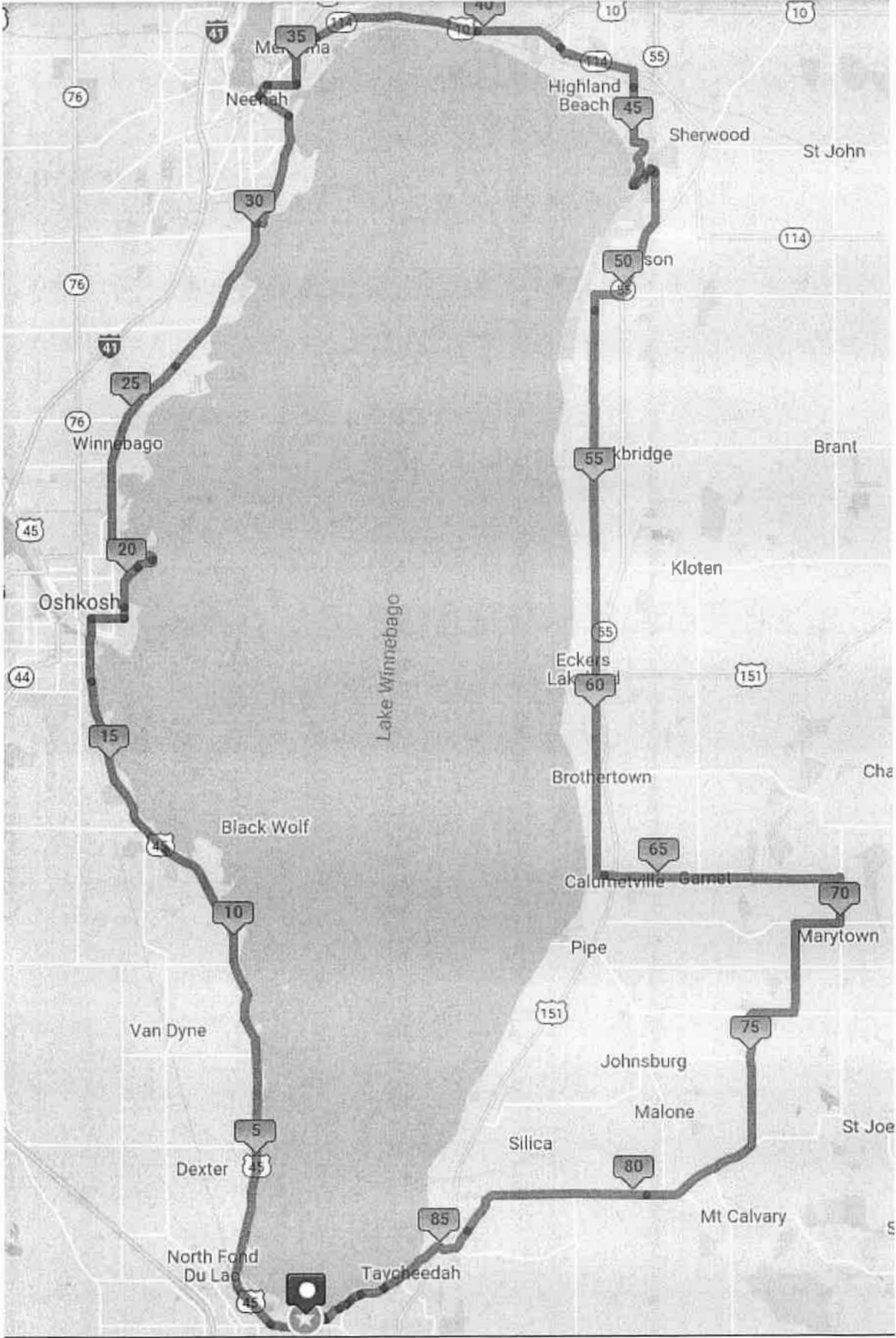
Special Events Task Force

Signature  Date 1-10-22

Class B: Director of Public Works or Designee Class C: Public Services & Safety Committee / City Council

Signature _____ Date _____

Contingencies of Permit



INTERSECTIONS	Mile		Marshal	Fastest	Slowest
Harborview and Garfield START					
Harborview and Main St			FDL Police		
Scott St and Main St			FDL Police	5:45 AM	6:35 AM
Scott St and Hwy 45/Lakeshore Dr (TURN RIGHT)			FDL Police		
Hwy 45 and Kinker Rd	Mile 5			5:56 AM	7:00 AM
Hwy 45 and Black Wolf	Mile 10			6:07 AM	7:25
Hwy 45 and Cty R	Mile 12.5			6:12 AM	7:37 AM
Hwy 45 and Waukau	Mile 15			6:17 AM	7:50 AM
Fond du Lac Rd and Cimeron RR track	Mile 15.75	xx	altrusa x2		
Main and 21 ave	Mile 16				
S. Main St and South Park Ave	Mile 17		Oshkosh Police		
Main St and 9th Ave	Mile 17		Oshkosh Police		
Main St and 6th Ave	Mile 17.25		Oshkosh Police		
Main St. and Ceape	Mile 17.75		Oshkosh Police		
Main St. and Otter					
Main St. and Waugoo	Mile 17.75		Oshkosh Police		
Main St. and Washington					
Main St. and Merritt (Turn Right)			Oshkosh Police		
Merritt and Jefferson	Mile 18				
Merritt and Mt. Vernon					
Merritt and Grand					
RR track			altrusa x2		
Merritt and Broad					
Merritt and Monroe			Oshkosh Police		
Merritt and Boyd					
Merritt and Bowen					
Merritt and Hazel					
Hazel and Parkway			altrusa		
Hazel and Irving			Oshkosh Police		
Hazel and Menominee (Turn Right)			altrusa		
REST STOP 1 - Menominee Park	Mile 20	xx	altrusa x3		
Menomoniee Dr and Murdock	Mile 20			6:29 AM	8:14 AM
Murdock and Bowen (TURN RIGHT)			2-Oshkosh Police		
Cty A and Harrison St	Mile 22.5		Oshkosh Police	6:34 AM	8:28 AM
Cty A and E Snell Rd			Oshkosh Police		
Cty A and Cty Y/Sunnyview	Mile 24.25	x			
Cty A and Sherman rd	Mile 24.5			6:40 AM	8:40 AM
Cty A and Cty GG	Mile 27	x	altrusa	6:45 AM	8:52 AM
Cty A and Cty G	Mile 29.25	x	altrusa		
Cty A and S Park (turn right)	Mile 29.25	xx	altrusa	6:51 AM	9:05 AM
S Park Ave Curve (turn left)			altrusa		
S Park Ave and Bell/Maple (Straight thru)			SOAR x2		
S Park Ave and Bayview Rd			SOAR		
Rec Park			SOAR x3		
S Park Ave and Wisconsin Ave (TURN LEFT)	Mile 32.5		Neenah Police	6:55 AM	9:17 AM
E Wisconsin Ave/Oak S(bridge) (TURN RIGHT)			Neenah Police		
First St and Water St			Neenah Police		
First St and Forest Ave			Neenah Police		

INTERSECTIONS	Mile	Marshal	Fastest	Slowest
First and Hewitt		Neenah Police		
First and Nicolet		Neenah Police		
First and Washington		Neenah Police		
First and RR trax		SOAR		
Washington and Garfield		Menasha Police		
Tayco and Main (Turn Right)		Menasha Police		
Main St and Racine St (TURN Left)		Menasha Police		
Racine St and Broad St		Menasha Police		
Racine St and First St		Menasha Police		
Racine St and Second St		Menasha Police		
Racine St and Third St (TURN RIGHT)		Menasha Police		
Third St and De Pere St	Mile 35	Menasha Police	7:02 AM	9:37 AM
Third St and Manitowoc St		SOAR		
Plank and Tracks		SOAR		
Plank and Konemac				
Hwy 114 and Oneida St -Hwy 10		2 Calumet Sheriff & ARES RADIO OP		
Hwy 114 and Fire lane 2	Mile 37.5		7:06 AM	9:52 AM
Hwy 114 and Lake Park Road (fire lane 8)		Calumet Sheriff & ARES RADIO OP SOAR		
Service Rd. and Hwy 114		Calumet Sheriff		
Hwy 114 and State Park Rd(TURN RIGHT)		Calumet Sheriff		
State Park Rd and Pigeon		SOAR		
State Park Rd and Golf Course Rd				
State Park Rd and Spring Hill				
Before Ranger Station	Mile 45	SOAR	7:24 AM	10:20 AM
State Park Rd and Lower Cliff Rd		SOAR		
High Cliff State Park REST/TRANS		SOARx 2		
High Cliff State Park T Intersection on Hill		SOAR		
State Park Rd onto service road (TURN RIGHT)		Bottle Exchange		
Park exit and High Cliff Rd (TURN RIGHT)		Bottle Exchange		
High Cliff Rd and Hwy 55 (TURN RIGHT)	Mile 47.5	Calumet Sheriff	7:29 AM	10:33 AM
Hwy 55 and Harrison Rd.				
Hwy 55 and Faro Springs Rd (TURN RIGHT)		Calumet Sheriff		
Faro Springs Rd and Lake Shore Dr (TURN LEFT)	Mile 50	raido club	7:35 AM	10:45 AM
Lake Shore Dr and Cty Rd EE		Calumet Sheriff		
Lake shore and Moore Rd	Mile 52.5		7:40 AM	10:57 AM

INTERSECTIONS	Mile	Marshal	Fastest	Slowest
Lake Shore Dr and Cty Rd E		Calumet Sheriff		
Lake Shore Dr and Mud Creek	Mile 55		7:46 AM	11:10 AM
Lake Shore Dr and Joe Rd.				
Lake Shore Dr and Quinney Rd	Mile 57.5	Rest stop	7:51 AM	11:23 AM
Lake Shore Dr. and Jefferson Rd				
Lake Shore and Winnebago Point Beach	Mile 60		7:57 AM	11:35 AM
Lake Shore Dr. and Harbor View		Calumet Sheriff		
Lake Shore Dr and Indian Rd.				
Lake Shore Dr and Cty HHH (Turn Left)	Mile 62.5	ARC FDL - 1	8:03 AM	11:45 AM
Cty HHH and Hwy 151		FDL Sheriff		
Cty HHH and Tower Rd				
Cty HHH and Cty C	Mile 65		8:13 AM	12:00 PM
Cty HHH and Cty G (TURN RIGHT)		FDL Sheriff		
Cty G and Cty HH		FDL Sheriff		
REST STOP 6	Mile 70	REST STOP 5- ARES RADIO OP FDL-2, 3, 4	8:25 AM	1:05 PM
Cty G and Cty Q		Bottle Exchange FDL- 5,6,7		
Cty G and Hickory Rd				
Cty G and Cty WH (curve)	Mile 75		8:37 AM	1:30 PM
Cty WH and Walnut Rd				
Cty WH and Pine Rd				
Cty WH and Oak Rd				
Cty WH and Evergreen				
Cty WH and Cty W				
Cty WH and Cty Rd WW				
Cty WH and Cty Rd WW (south side)				
Stenz W2217 Cty WH		REST STOP 6 FDL- 8,9,10		
Cty WH and Schaefer Rd				
Cty WH and 7 Hills Rd (Cty W)				
Cty WH and Konen Rd				
Cty WH and Tower Rd	Mile 80		8:50 AM	1:55 PM
Cty WH and Hwy QQ/Church Rd (St Peter)		FDL 11- Manna Vol & ARES RADIO OP		
Cty WH and Lakeview				
Cty WH and Kiekhaefer Pkwy	Mile 85		9:02 AM	2:20 PM
Cty WH and Cty Rd U/Ledge Rd		ARES RADIO OP		
Cty WH and DeerPath Rd		ARC FDL - 12		
Cty WH and Hwy 151		FDL Sheriff, ARES RADIO OP		
Winnebago Dr and Cty K		Race in Progress sign & ARES RADIO OP		
Winnebago Dr. and Luco		ARES RADIO OP		
Harborview and Winnebago		FDL Police		
Harbor View and Mohawk		No Parking (Many Signs) Sharp Turn (1 sign)		
Harbor View and Park				
Harbor View and Garfield	Mile 88		9:15 AM	2:45 PM



Neenah Special Event Permit Application

Event

Name Community Fest - 2022

Webpage _____

Description

- Festival/Concert/Exhibition
 Parade/March
 Other:
 Tournament
 Competitive Race
 Assembly/Rally
 Non-Competitive Run/Walk

List the event activities to take place (or attach brochure):

July 3rd: Parade of Lights, Pajama Jams at Shattuck Park

Schedule

Date(s)	Setup Time	Start Time	End Time	Cleanup Time
<u>July 1</u>	<u>6:00a</u>		<u>3:00p</u>	
<u>July 3</u>	<u>7:00p</u>	<u>7:45/9:15</u>	<u>8:45/10:00p</u>	
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Attendance

List estimated quantities:

Participants _____

Spectators _____

List any entry fees: _____

Location

- Park/Public Property: Shattuck, Doty and Riverside Parks
 Public Street/Sidewalk/Trail: Parade - Wisconsin Ave to north on Commercial Ave
Area surrounding parade and event will have a significant impact on traffic and parking
 Private Property/Other: _____

Applicant

Name Michael Kading Daytime Phone +1 (920) 886-6062

Email mkading@ci.neenah.wi.us Cell Phone +1 (920) 419-3861

Organization

Name Community Fest - Neenah Tax Exempt No. _____

Email same Phone _____

Address 211 Walnut Street

City Neenah State WI Zip Code 54956

The organization shall incur all City service and equipment costs associated with the event. 501(c) organizations with a valid tax exempt certificate receive reduced rates for services/equipment provided by the City. See Municipal Code §14-129(g) for details.



Neenah Special Event Permit Application

Police Department

Contact: Lieutenant Jon Kuffel

Phone: +1 (920) 886-6018

Address: 2111 Marathon Ave. Neenah, WI 54956

Email: jkuffel@ci.neenah.wi.us

1. Will you be using the Emergency Response Protocol supplied by the city? (See supplement.) Yes No
 The protocol is a set of procedures to be used for various crises including inclement weather, medical emergencies, and disorderly conduct scenarios. It establishes responsibilities and expectations between the event organizer and emergency services in the event of a crisis. If you choose not follow the protocol provided by the city, attach a crisis management plan to this application. All plans must be approved by Neenah Police and Neenah-Menasha Fire Rescue.

2. List at least two Event Coordinator contacts who will be on-site during the event to address issues that might arise.
 Event Coordinators are responsible for executing the Emergency Response Protocol.

Name Michael Kading Phone +1 (920) 419-3861

Name Trevor Fink Phone +1 (920) 268-6393

3. Will there be security/crowd control services on-site? If so, please list contractor: Yes No

Name Neenah Police Dept. Phone _____

4. Will there be first aid/emergency responders on site? If so, please list contractor: Yes No

Name Gold Cross Phone +1 (920) 727-3034

5. Describe the communication method/equipment that will be used to notify event staff/volunteers of emergencies:

2-way radios
Cell Phones

6. Describe the communication method/equipment that will be used to notify event attendees of emergencies:

July 4th, Riverside Park, park wide sound system

7. Identify the locations of the following (be specific):

Locations may instead be located on a map submitted with this permit. If a service is not provided or is not applicable, write in "N/A".

Loudspeaker/PA System Main Pavilion

Lost Child Recovery Site Main Pavilion

Severe Weather Shelter(s) Main Pavilion

First Aid Station(s) Main Pavilion (Info Tent), Gold Cross/Fire Dept (WI Ave / park exit)

Enclosed/Fenced Area(s) none

Enclosed areas are required for alcohol consumption. Entrances and exits must be numbered and labeled for any enclosed/fenced areas.



Neenah Special Event Permit Application

Neenah-Menasha Fire Rescue

Contact: Assistant Chief Vernon Green Phone: +1 (920) 886-6201
Address: 125 E. Columbian Ave. Neenah, WI 54956 Email: vgreen@nmfire.org

- 8. Will there be any pyrotechnics or open burning? Yes No
A [Fireworks/Open Burning Permit](#) is required. Applications should be filed separately with Neenah-Menasha Fire Rescue.
- 9. Will there be any generators used? Yes No
- 10. Will there be any cooking operations? Yes No
- 11. Will there be any tents or canopies? Yes No
- 12. Will there be any use of drones? Yes No

Winnebago County Health Department

Contact: Env. Health Specialist Jennifer Bonzelet Phone: +1 (920) 232-3000
Address: 112 Otter St. Oshkosh, WI 54901 Email: jbonzetel@co.winnebago.wi.us

- 13. Will there be any food or beverages prepared or served? Yes No
If yes, contact the Winnebago County Health Department.
- 14. Will there be any portable toilets and/or wash stations? Yes No
- 15. Will there be any water activities (ie. dunk tanks, water slides)? Yes No
- 16. Will there be any animals? Yes No

Clerk's Office

Contact: City Clerk Patty Sturn Phone: +1 (920) 886-6100
Address: 211 Walnut St. Neenah, WI 54956 Email: psturn@ci.neenah.wi.us

- 17. Will there be amplified music or announcements used for the event? Yes No
- 18. Will amplified sound be within 7 am - 10 pm on weekdays & 10 am - 11 pm on weekends/holidays? Yes No
If not, a special exemption must be requested and approved as part of this application. List the intended hours of amplified sound (per day, if applicable):
Start Time 11:00 AM End Time 10:30PM

- 19. Will there be any alcohol served? Yes No
A [Temporary Class B Picnic License](#) is required. Applications should be filed separately with the Clerk's Office.
- 20. Will there be any vendors/concessions? If so, please list: Yes No
Vendors will need to have a [Solicitor Permit](#) filed with the Clerk's Office.

Multiple food truck vendors. A list of event will be available by June 1, 2022



Special Event Permit Application

Traffic Department

Contact: Traffic Engineer James Merten
Address: 211 Walnut St. Neenah, WI 54956

Phone: +1 (920) 886-6243
Email: jmerten@ci.neenah.wi.us

21. Will the event close any street/sidewalk/trail (or portions thereof) to traffic? Yes No
Any adjacent properties must be notified by the applicant 5 weekdays in advance of the event. A copy of the notification must be submitted and approved by the City Traffic Engineer.

22. Will you be providing volunteers to direct traffic? Yes No
All volunteers must be properly equipped, trained, and supplied with the [Volunteer Flagger Instruction](#). (See attached.)

23. Is any city traffic control equipment or services being requested? If so, check all that apply: Yes No

Barricade/Sign Equipment

Check if you are requesting equipment to be delivered to the event grounds. Equipment will need to be moved to their placement locations during the event.

Barricade/Sign Placement

Check if you are requesting equipment to be placed by the City during the event times.

Flaggers to Direct Traffic

Availability of community service aides (CSAs) and/or police officers are not guaranteed.

Traffic Signal Programming

Check if modifications to the traffic signal timing plans may be needed for the event.

Message Boards

Message boards may be used to give advanced notification of street closures for the event.

24. Will a private contractor be used for barricading/signing equipment or services? If so, please list contractor: Yes No
Any traffic control plan not supplied by the City must be approved by the Traffic Department.

Name _____

Phone _____

25. List any shuttle services (including route locations) being provided for the event:

Shuttle service between Jefferson (Menasha) and Riverside Parks (Neenah)

26. List any locations to be used for either attendee or event staff parking:

Northside of Riverside Park

27. Please identify handicap accessible parking locations and accommodations:

ADA parking is location on the northside of Wisconsin Ave



Special Event Permit Application

Parks & Recreation Department

Contact: Parks & Recreation Office
Address: 211 Walnut St. Neenah, WI 54956
Phone: +1 (920) 886-6060
Email: parkrec@ci.neenah.wi.us

Public Works Department

Contact: Traffic Engineer James Merten
Address: 211 Walnut St. Neenah, WI 54956
Phone: +1 (920) 886-6243
Email: jmerten@ci.neenah.wi.us

28. Will there be any equipment requiring ground anchoring (ie. tents, fences)? If so, please list locations: Yes No

Public Park/Property: Riverside Park

Public Street/Trail:

Other:

Any stakes or ground anchoring systems proposed on public property must be approved for their locations. Diggers Hotline (Website: www.diggershotline.com, Phone: 811) must be contacted a minimum of 4 working days before any ground anchors are placed.

29. If there are any portable toilets or wash stations (Question #14), identify proposed locations:

Public Park/Property: Riverside Park

Public Street/Trail:

Other:

30. Have the park shelters been pre-reserved with the Park & Recreation Department? Yes No
Park reservations must be completed before submittal of this application.

31. Are you requesting any street sweeping services to be provided by the city? Yes No

32. Will there be any dumpsters and/or portable trash receptacles provided? Yes No

32. Will the event utilize environmentally conscious practices and/or provide recycling receptacles? Yes No

33. What tasks will be conducted to ensure the event site remains clean throughout (and after) the event?

Cleaning crews will be positioned throughout the park and performing cleaning duties throughout the day.

34. Please list any additional equipment or services requested to be provided by the city:



Special Event Permit Application

Checklist

Required to process application:

- Application filed with the Mayor's Office within 45 days prior to the event (or 10 days, if there is no full/partial street closure).**
Special exceptions must be approved by the Special Events Task Force and the Mayor.
- \$75 application fee. (Not applicable if there is no full/partial street closure.)** Receipt No: _____
Payment can be made at the Department of Legal & Administrative Services, 211 Walnut Street Neenah, WI 54956.
- Reservation of park facilities.**
Reservations may be made at the Parks & Recreation Office, 211 Walnut Street Neenah, WI 54956. See Question #30.
- Supplemental permits filed.**
See Questions #8 (Fireworks/Open Burning Permit), #13 (Food Vending Permit), #19 (Temporary Class B Picnic License), and #20 (Vendor/Solicitor License).
- A detailed map of the event site/route.**
A map identifying the event footprint and layout must be submitted with this application.
- A crisis management plan.**
Required when not following the Emergency Response Protocol that is provided by the City. See Question #1.

Required to approve application:

- Liability insurance certificate.**
Policy must include \$1,000,000 of general liability per occurrence (no exclusions) naming the City of Neenah, its officers, council members, agents, employees, and authorized volunteers as additional insured(s).
- Street closure notification letter.**
Required when properties adjacent to or are enclosed within a closed street or street network. Letters must be pre-approved by the City and must be delivered 5 days working days before the event start date.
- Participant waiver forms.**
Any waivers of liability signed by participants of the event must also include the City of Neenah (using the same language as for the liability insurance certificate).
- Traffic control plan.**
Required when a contractor is providing traffic control services. Traffic control plans must be approved by the Traffic Department.
- Follow through with any contingencies required for approval of this permit application.**
Contingencies are determined upon approval of the permit application. The City reserves the right to revoke a permit if any contingency is not met.

Provisions & Terms

This permit is intended to clarify the working relationship between the Applicant of the special event and the City of Neenah. The Applicant agrees to abide by the terms of this permit and all existing policies governing use of City facilities unless specifically noted in the permit. Regulations in Municipal Code §14-125 through §14-132 shall apply to this permit.

Once filed with the Department of Legal & Administrative Services, this permit will be reviewed by the Special Events Task Force. Upon task force recommendation for approval, per Municipal Code §14-129(b)(1), Class B permit applications are approved by the Public Works Director or designee and Class C permit applications are approved by the Public Services & Safety Committee and the City Council. A copy of an approved application will be sent to the Applicant as confirmation of the approved permit. The Applicant is responsible for complying with any contingencies applied to this permit. Failure to do so shall void this permit.

No changes may be made by the Applicant, regarding items included in this agreement, unless written permission is attached to this document. 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 City Staff on duty shall prevail.

Staff and equipment needed to run the event are the responsibility of the Applicant. City services and equipment may be provided at the discretion of the appropriate Department. The Applicant shall be responsible for the City's reasonable service and/or equipment cost associated with the event. The charges are determined from actual cost as outlined in Municipal Code §14-129(g). An invoice detailing charges for City services and/or damages will be sent to the sponsoring organization following the event. Payment is due within 30 days of the date of the invoice.



Neenah
WISCONSIN

Special Event Permit Application

Legal Notice

I, as an authorized member of the organization sponsoring this event, verify that the information contained in this application is true, correct, and complete to the best of my knowledge. I agree to all provisions and terms of this agreement and acknowledge that no changes may be made to this agreement, unless authorized written permission is granted.

I understand the filing of this application does not ensure the issuance of this permit. I also understand that all event organizers, staff, volunteers, participants, and spectators must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes, and liquor licensing regulations. Fees for park facilities, food sales permits, tent, and fireworks permits are in addition to the fees submitted for the Special Event Permit Application. I further understand that an incomplete application may be cause for denial of the event.

Hold harmless indemnification and defense.

For good and valuable consideration the applicant and/or the organization agrees to indemnify, defend and hold harmless the City of Neenah and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, 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 City.

Signature

Date

January 7, 2022

Completed applications should be filed with the Department of Legal & Administrative Services, Neenah City Hall, 211 Walnut Street, Neenah, WI 54956. For any questions regarding this application or the permitting process, contact Joni Heinz: Phone: +1 (920) 886-6104 Email: jheinz@ci.neenah.wi.us

OFFICE USE ONLY

Cost Estimate	Total Cost	Sponsor Cost
Parks & Recreation	—	—
Public Works/Traffic	\$ 3,604.00	—
Police	\$ 2,460.00	—
NM Fire	—	—
	Total \$ 6,064.00	—

Approvals

Special Events Task Force

Signature

Date

1-12-22

Class B: Director of Public Works or Designee

Class C: Public Services & Safety Committee / City Council

Signature

Date

Contingencies of Permit