

AGENDA ITEM SUMMARY

DATE: 04/12/10 **DEPARTMENT:** Public Works **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Approval is requested for the Hailey Chamber of Commerce and The City of Hailey 4th of July Special Event. Also, authorize the Mayor to sign the ITD application's Hold Harmless Release form and General Release form and agreement.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	__XX Engineer	__XX Building
___ Library	__XX Planning	__XX Fire Dept.	_____
___ Safety Committee	__XX P & Z Commission	__XX Police	_____
___ Streets	__XX Public Works, Parks	___ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads approved with the following contingencies:

- Applicant to provide barricades for closure of Carbonate St.
- List of contact cell phone numbers for that day will need to be provided.
- Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- This special event is within the Business (B) zoning district and Arts, Entertainment, and Recreational Use is a permitted use.

FOLLOW-UP REMARKS:

*

DECISION

Based on the Application for a Special Event Permit for the 4th of July Events, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of \$1,000,000, with the City of Hailey as an additional named insured.

Other Condition

- a. Applicant to provide barricades for closure of Carbonate St.
- b. List of contact cell phone numbers for that day will need to be provided.
- c. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- d. This special event is within the Business (B) zoning district and Arts, Entertainment, and Recreational Use is a permitted use.

DATED this 12th day of April, 2010.

CITY OF HAILEY

By: _____
Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the 4th of July Events that will occur on July 4, 2010 from 11:00 a.m. to 3:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 12th day of April, 2010.

APPLICANT:

By: _____

(please sign and print name and title, if applicable)

CITY OF HAILEY:

By: _____

Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



RECEIVED
FEB 17 2010

SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Annual 4 of July celebration & parade

II. LOCATION FOR EVENT (Be specific e.g., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):

Public Property Private Property

primarily main street - see attached

III. EVENT SCHEDULE

Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council. **Please submit your modification requests in writing and attach to your application.**

Date(s) of Event	Hours		Estimated # of Attendees
<u>7-4-10</u>	Start Time: <u>11 am</u>	End Time: <u>3 pm</u>	One Hour Interval: All Day:
	Start Time:	End Time:	One Hour Interval: All Day:
Date of Set-Up			
<u>7-4-10</u>	Start Time: <u>6 am</u>	End Time: <u>3 pm</u>	
Date of Tear Down			
<u>7-4-10</u>	Start Time: <u>3 pm</u>	End Time: <u>4 pm</u>	

IV. FEES

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>125.00</u>
Per Day Park Rental Fee	\$200	<input type="checkbox"/>	<u> </u>
Security Deposit	\$500	<input checked="" type="checkbox"/>	<u>on file</u>
Tax (on park rental fees only)	6%	<input checked="" type="checkbox"/>	<u>125.00</u>
TOTAL DUE			<u> </u>
Additional Deposit Required		<input type="checkbox"/>	<u>0.00</u>

V. ORGANIZATION INFORMATION

Applicant's Name: Anna Svidgal Title: ass. ex. dir.

Mailing Address: P.O. Box 100, Hailey Zip Code: 83333

Street Address: 309 S. main City: Hailey State: ID

Day Telephone: 788 3484 Evening Telephone: 309-2081

FAX Number: 578-1595 E-Mail Address: anna@haileyidaho.com

Applicant Driver's License #: _____
 Sponsoring Organization: Hailey Chamber + City of Hailey
 Non-Profit: Yes No Tax Exempt #: 82-0420093 T19
 Federal Tax #: _____ State Tax #: _____

VI. EVENT INFORMATION

New Event: Yes _____ No Annual Event: Yes No _____ Years Operating 50+

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): 0

Description of Event: parade, food court, shoot out gang kids carnival, live music, street vendors

Additional Details: see attached

VII. INSURANCE REQUIREMENTS

It is the responsibility of your Special Event organizers to maintain a COMPREHENSIVE GENERAL LIABILITY insurance policy with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. *A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.* The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: Philadelphia + ICRMP Agent Name: Bisnett
 Address: _____ Phone: _____

HOLD HARMLESS CLAUSE

Permittee (organization/applicant) shall indemnify and hold harmless the City of Hailey, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the permitted activity or the conduct of Permittee's operation of the event if such claim (1) is attributable to personal injury, bodily injury, disease or death, or to injury to or destruction of property, including the loss of use there from, and (2) is not caused by any negligent act or omission of willful misconduct of the City of Hailey or its employees acting within the scope of their employment.

(Attach any additional pages as needed)

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned.

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
✓		Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		✓	Alcohol Served (Free of Charge) (name of provider)
			✓		Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13) <i>local vendors</i>
✓		Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	✓		Food/Beverages will be served (List Caterers): <i>local vendors</i>
#	1	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement	#	#	Vendors items sold/ solicitation
	✓	Medical Services (Circle) First Aid and/or EMS Services Who is providing services? _____		✓	
#	✓	Security (detail who, number of officers, times. Attach plan) <i>for parade</i>	#	✓	Booths: Profit / Non-Profit
	✓	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		✓	Lighting plan: attach plan
#	✓	Electricity / Generators (Size _____) Attach detailed electrical plan.	✓		Activities / Entertainment (Agenda) Other equipment or entertainment <i>see attached</i>
				✓	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	✓	Water Drinking / Washing (circle)	✓		Stages (Number and Size(s) _____) <i># 1 15x30</i>
	✓	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#	✓	Barricades. How many <i>see attached</i> identify locations and attach logistics map
✓		Sanitation - Trash bins ; Dumpsters, Recycle (circle /detail # and locations)	#		EVENT estimated attendance <i>4500 - 7000</i>
#	✓	Porta Toilets / Wash Stations (Quantity ADA Regular _____) <i>10 - 15</i>	#	2	Number of staff working event
			#	22	Number of volunteers working

I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event. In the event the deposit exceeds the actual charges, the City Clerk shall refund the balance to the applicant.

Event Organizer's Signature: _____

Margal

Date: _____

11/17/09

4th of July 2010

2010 4th of July celebration in Hailey will be the same as in 2009.

According to the parade application, close down Main Street at 11:00 a.m.

Close down W. Carbonate between Main and River Street for the Grand stand at 8:00 a.m.

Live music at Grand Stand next to Bullion Square (corner of Carbonate and Main) before and after parade until 3:00 p.m. Shoot out gang will perform between 11:00-12:00 a.m.

The parade will start at 12:00 p.m. and will end at approximately 1:30 p.m.

There will be a food court and/or artist market at the Bullion square and street vendors at several locations along Main street.

The Children's Carnival will be on the Farmers Market lot (next to Bank of America) sponsored by the BCRD.

The Chamber might have a hot/dog soda stand next to Old Mercantile Building.

For any questions please call Anna Svidgal at 788-3484.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MM
HAILE-2

DATE (MM/DD/YYYY)
11/18/09

PRODUCER
Ketchum Branch
Bisnett Insurance Inc.
PO Box 5567
Ketchum ID 83340
Phone: 208-726-8866 Fax: 208-726-8491

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Hailey Chamber of Commerce
PO Box 100
Hailey ID 83333

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Comp	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	PHPK309395	05/01/09	05/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

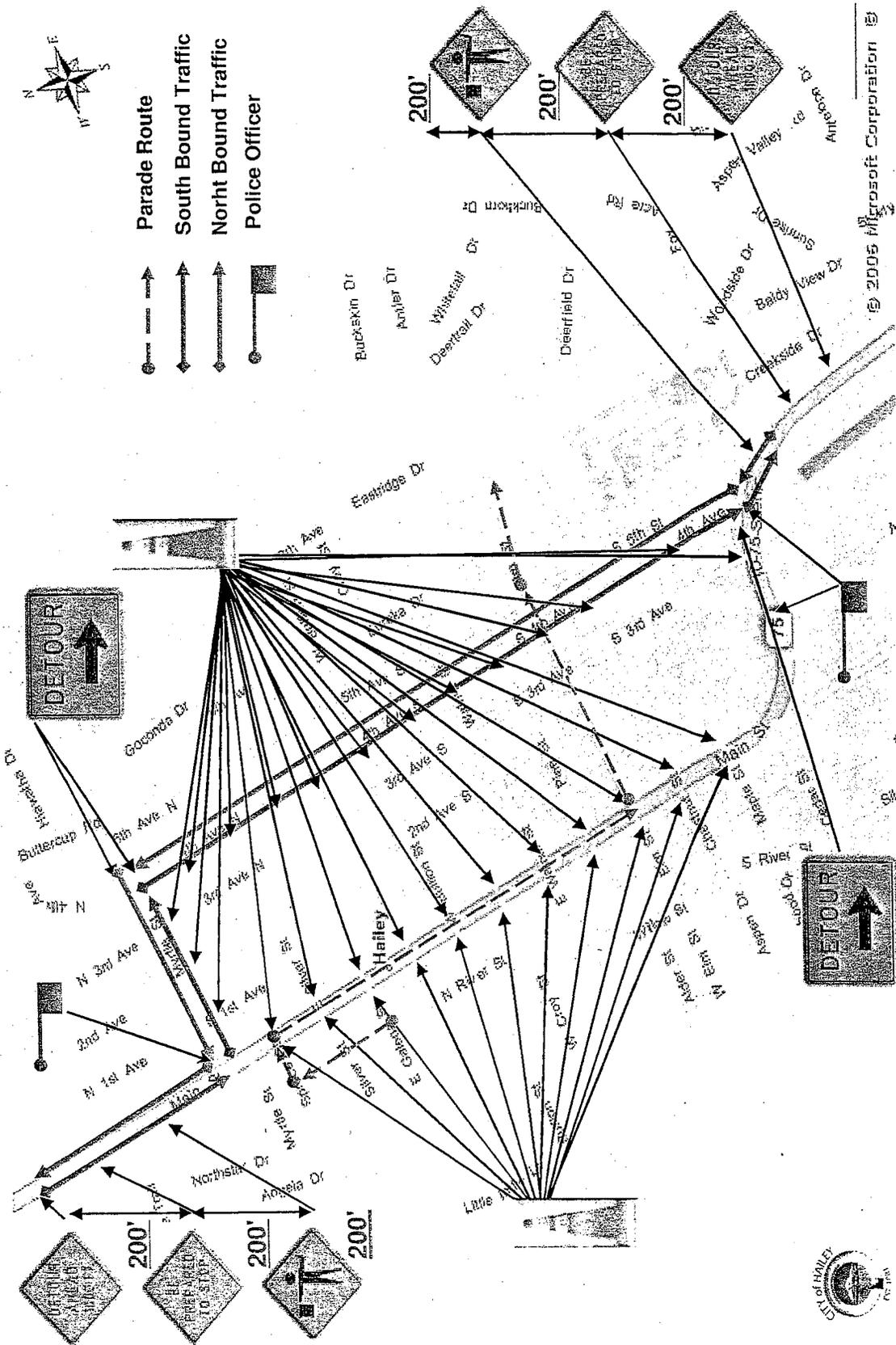
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Hailey
Sweet - Trina Isaacs
Main St
Hailey ID 83327

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Marty Miller *Marty Miller*

HAILEY 4th of JULY TRAFFIC DETOUR ROUTE



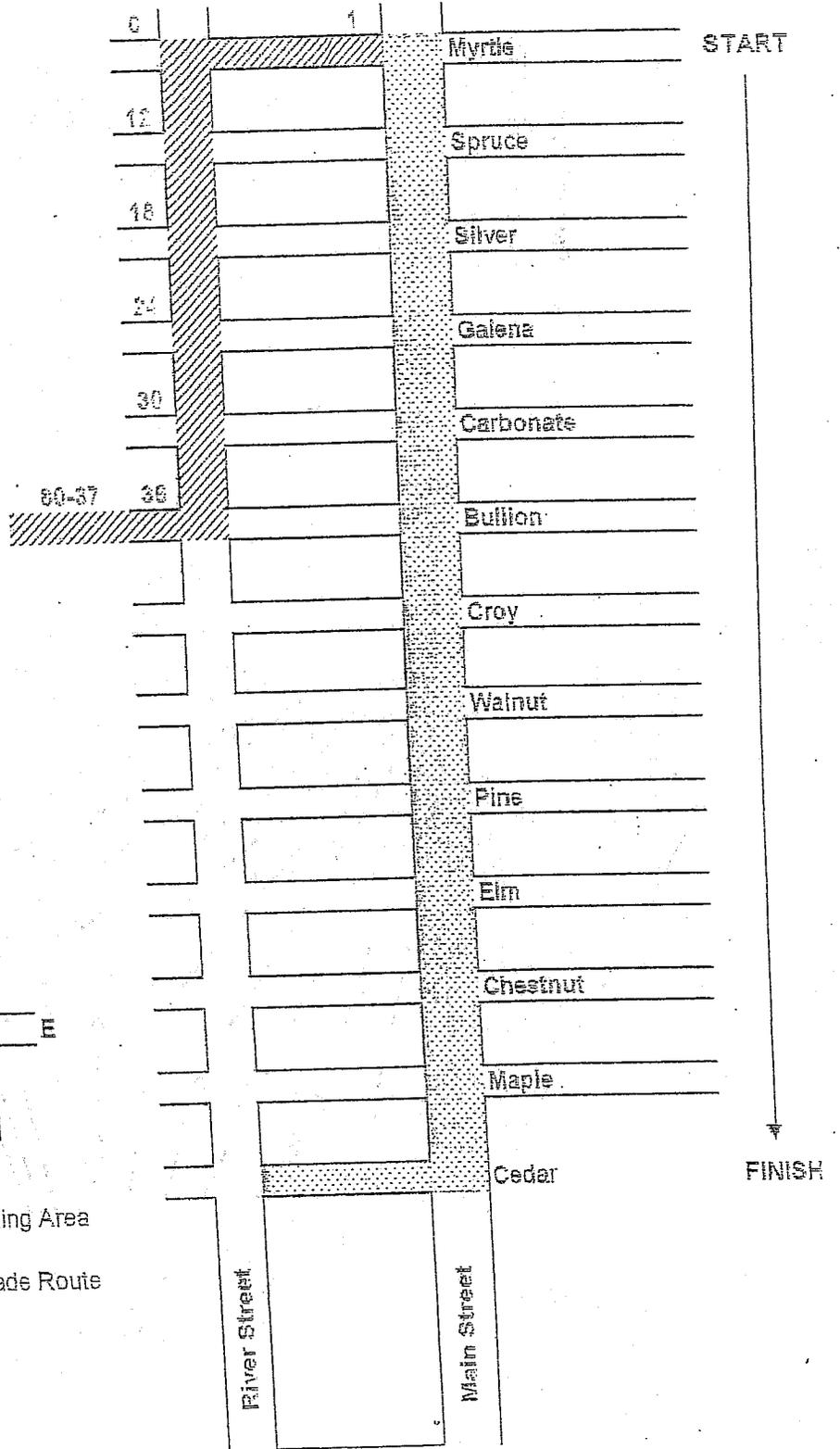
ALL SIGNS WILL BE RETRO REFLECTIVE 48" X 48"
 CONES WILL BE 36" WITH RETRO REFLECTIVE STRIPES
 ALL SIGN SPACING WILL BE AT 200'

THERE WILL BE 8 CONES PER INTERSECTION ON MAIN ST

4th of July

PARADE ROUTE

MAY 17 2007





AGREEMENT FOR A SPECIAL EVENT ON STATE HIGHWAYS

THIS AGREEMENT, made and entered into this 19th day of February, 2010 (year), by and between the Idaho Transportation Department, hereafter called the "Department," and City of Hailey & Hailey Chamber of Commerce, whose address is: 115 Main St S. & PO Box 100 Hailey, ID 83333 and phone number is: (208) 788-9830 X 22 & (208) 788-3484, hereafter called the "Sponsor," and as used herein denotes singular or plural thereof.

WHEREAS, the Sponsor proposes to conduct a Parade event called the 4th of July Parade, Located in Blaine County/City of Hailey,
(Name of event) (County and/or City)

on HWY 75 from Milepost _____ to Milepost _____
(Highway name or designation)

on the following date(s) July 04, 2010, and

WHEREAS, authority for this Agreement is established by Section 40-310, Idaho Code, and the parties do hereby mutually agree as follows:

SECTION I: THE SPONSOR SHALL:

Prior to completion of this agreement:

Obtain approval from pertinent Law Enforcement Agencies for the specific event and forward the letters of approval to the Department.

Contact the appropriate District or Headquarters' Traffic section for further assistance in determining the minimum insurance coverage required for all events.

Evidence Of Insurance.

All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. Prior to use of state highways, Sponsor shall furnish the State of Idaho with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not as contributing or excess coverage to any coverage the State of Idaho may choose to maintain. The policies shall cover any claims that may arise out of, or result from the Sponsor's operations under the Agreement, whether such operation be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone including event participants, for whose acts any of them may be liable.

- All certificates shall provide for (30) day's written notice to the State of Idaho prior to cancellation or material change of any insurance referred to therein.

- All policies, except Workers compensation, shall name the State of Idaho, Idaho Department of Transportation as additional insured.
- All policies shall contain waiver of subrogation against the State of Idaho.
- Failure of the State of Idaho to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the State of Idaho to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sponsor's obligation to maintain such insurance.
- Failure to maintain the required insurance may result in termination of this contract at the State of Idaho's option.

Independent Contractor Status

The service or services to be rendered under this contract are those of an independent contractor. (Insert Organization name; i.e. XYZ, Inc., DBA XYZ Sports) as sponsor is not an officer, employee or agent of the State as those terms are used in the Idaho Statutes 6-902, et al.

Indemnification

(Insert Organization name: i.e. XYZ, Inc., DBA XYZ Sports) shall indemnify, defend and hold harmless the State of Idaho and the Idaho Transportation Department, and its officers, employees and agents from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees, costs caused by or arising out of or relating to the activities of (insert Organization name, i.e. XYZ Sports) or its officers, employees, subcontractors, or agents under the (insert name of agreement; i.e. XYZ Classic Bike Race) Agreement, or arising from (insert name of organization; i.e. XYZ Sports), its officers, employees, subcontractors, or agents failure to comply with any applicable state, federal, local, law, statute, rule, regulation or act. This duty to indemnify, defend and hold harmless shall encompass any claims which include or allege negligence of (insert name of organization; i.e. XYZ Sports), its agents, officers, volunteers or employees other than claims which arise solely out of the negligence on the part of the State of Idaho, and this duty shall survive the termination or expiration of this Agreement.

Required Insurance Coverage

(Insert organization name; i.e. XYZ Sports) shall obtain and keep in force during the term of this contract, insurance of the types and in the amounts described below.

- **Commercial General and Umbrella Liability Insurance.** (Insert organization name; i.e. XYZ Sports) shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement and shall not be less than \$1,000,000.
- **Automobile Liability Insurance, if applicable,** covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.
- **Workers' Compensation.** Where required by law, sponsor shall maintain all statutorily required coverage including Employer's Liability at minimum limits of \$100,000/\$500,000/\$100,000.

No Representation of Coverage Adequacy.

By requiring insurance herein, the State of Idaho does not represent that coverage and limits will

necessarily be adequate to protect Sponsor, and such coverage and limits shall not be deemed as a limitation on sponsor's liability under the indemnities granted to the State of Idaho in this contract.

Release the State from Liability

The Sponsor will have all participants sign a general "release from liability" form. If the Sponsor does not wish to use an individual general release form, a hold-harmless clause must be attached to this agreement.

All participants, support personnel and media personnel must conform to the rules set forth in Administrative Policy A-12-02, "Special Events on State Highways."

Exemptions -- Insurance Requirements

If the all parties to this agreement are agencies of the State of Idaho insured through the Department of Administration, Office of Insurance Management (Risk Management), the sponsoring state agency shall be exempt from the insurance and indemnity requirements of Section I. The exemption shall cease immediately in the event the sponsoring state agency ceases to be insured through the State of Idaho, Department of Administration, Office of Insurance Management.

File a Traffic Control Plan

The Sponsor must submit a traffic control plan to the Department for approval at least twenty (20) working days in advance of the event date(s). Events that delay traffic longer than 15 minutes are required to develop a detour route. The Traffic Control Plan should indicate positive traffic control at the beginning of the detour, a safe two-way traffic route designed to accommodate commercial truck

traffic, and clearly defined turns in the detour. Signing, flagging, and all traffic control devices where required, shall be installed, operated and maintained in conformance with the latest edition of the Manual on Uniform Traffic Control Devices.

Traffic control devices (signs, barricades, cones, tubular markers, drums, flagger paddles, etc.) shall be the responsibility of the Sponsor. When directed by the District Engineer, signing and traffic control for high volume, high-speed event sites shall be done by or under the supervision of law enforcement officers that are certified in or recognized by the State of Idaho. If requested by the Department, the Sponsor will meet with cities, law enforcement agencies and the Idaho Transportation Department at Hailey City Hall on February 19, 2010 (at least a week prior to the event) for a traffic control briefing.

Appoint a "Liaison" Officer

Herein named Kelly Schwarz
name

115 Main Street S, Hailey ID 83333 (208) 788-5965 X 10
address phone

The Liaison Officer shall report regularly to the District or the Headquarters' Traffic Section, as appropriate, and shall be readily available to ensure clear communication and appropriate coordination between the Department and the event Sponsor.

During the course of any special event no set of guidelines can anticipate all situations that may arise. If it becomes necessary to adapt the Department's requirements to specific problem areas, the Sponsor shall attempt

to notify the Department immediately and make any necessary modifications within the guidelines of the Special Events policy and the Manual on Uniform Traffic Control Devices.

SECTION II: THE DEPARTMENT SHALL:

Prior to completion of this agreement:

Approve the Traffic Control Plan or notify the Sponsor of any traffic control plan deficiencies as soon as possible.

Approve the Insurance policy requirements or notify the Sponsor of any deficiencies as soon as possible.

If an event is not approved, the Sponsor shall be notified, as soon as possible, so alternate plans can be made.

If there is reason to believe an illegal (non-approved) event will be held, law enforcement agencies with jurisdiction in the area of the special event shall be advised in writing by the Department to document notification.

Grant Written Permission.

Herein signified by completion of this agreement, after the Department is satisfied that all interested parties are best served.

The District Engineer shall approve intra-district events and the Assistant Chief Engineer (Operations) shall approve inter-district events. The Overlegal Permits Section will be notified by the issuing Department of approved events to determine if event vehicles need a Special Permit. Pertinent law enforcement agencies should also be notified of all approved events.

In agreement of the afore-mentioned requirements, we, the Sponsor, shall comply.

Sponsor: Rick Daw
(Sponsor/Authorized Representative)

(208) 788-9830
(Phone Number)

Representing:

City of Hailey

Date: 2/23/10

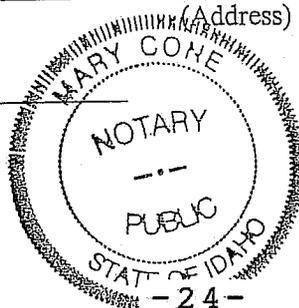
Notary for Sponsor:

Mary Cohe
(Notary Name)

115 Main St. Saife 208-788-4221
(Address) (Phone Number)

Date: 9/9/2014
(Commission Expires)

Date: 2/23/10
(Agreement Signed)



to notify the Department immediately and make any necessary modifications within the guidelines of the Special Events policy and the Manual on Uniform Traffic Control Devices.

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In agreement of the afore-mentioned requirements, we, the Sponsor, shall comply.

Sponsor:

[Signature]
(Sponsor/Authorized Representative)

(208) 788-3484
(Phone Number)

Representing:

Hailey Chamber of Commerce

Date: 2/19/10

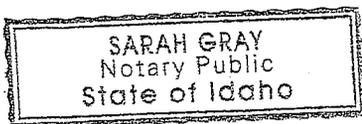
Notary for Sponsor:

[Signature]
(Notary Name)

706 N Main Hailey 578-0449
(Address) (Phone Number)

Date: 11/9/2014
(Commission Expires)

Date: 2/19/10
(Agreement Signed)





HOLD HARMLESS RELEASE

Hailey Chamber of Commerce & City of Hailey proposing to conduct an event called
(Sponsor)

4th of July Parade on State Highways, do hereby indemnify, save harmless, and defend, regardless of the outcome, the State of Idaho, and the Idaho Transportation Department against all suits, claims or losses including costs, expenses and attorney fees incurred as a result of any act or omission, neglect or misconduct of the Sponsor or the participants during the event that is the subject of this agreement.

Rick Dan
Sponsor

2/23/10
Date

Sniguel
Sponsor

2/26/10
Date



GENERAL RELEASE

I, Hailey Chamber of Commerce & City of Hailey (herein referred to as "Participant")
(Print Name)

being of lawful age, and in consideration of participating in the

4th of July Parade, on July 04, 2009,
(Name of Activity) (Date)

do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials, and employees from and against all liability to the Participant, his/her spouse, legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Participant or resulting in the death of the Participant, arising out of, or the result of participation in the above named activity.

Participant certifies that he/she has carefully read the above provisions, and knows and understands the contents, and signs this General Release of his/her own free act.

Reed Down
(Participant)

2/23/10
(Date)

Spiegel
(Participant)

2/26/10
(Date)



GENERAL RELEASE (for a Minor)

We _____ and _____
(Print Name) (Print Name)

husband and wife (herein referred to as "Parents") as parents (or legal guardians) of
_____, a minor child, (herein referred to as "Minor")
(Print Name)

in consideration of participating in the
_____, on _____
(Name of Activity) (Date)

do hereby release and discharge the State of Idaho, the Idaho Transportation Department, and its agencies, officials and employees from and against all liability to the Minor, his/her legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Minor or resulting in the death of Minor, arising out of or the result of participation in the above named activity.

Parents agree to indemnify and defend the State of Idaho, the Idaho Transportation Department, and its agencies, officials and employees from and against all claims, demands or suits that the Minor has or may have, either before or after he/she has reached majority.

Parents certify that they have carefully read all of the above provisions, and know and understand the contents and sign this General Release of their own free act.

(Parent)

(Date)

(Parent)

(Date)

AGENDA ITEM SUMMARY

DATE: 04/12/10 DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT:

Approval is requested for the 2010 Northern Rockies Folk Festival Special Event to be held at Hop Porter Park. Event is schedule to take place August 6, 2010 – August 7, 2010.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ XX Engineer	___ XX Building
___ Library	___ XX Planning	___ XX Fire Dept.	_____
___ Safety Committee	___ XX P & Z Commission	___ XX Police	_____
___ Streets	___ XX Public Works, Parks	___ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads approved with the following contingencies:

- Applicant will be responsible for repair of any turf and/or sprinkler damage.
- Any special power requirements will need to be approved. Only City-approved electricians will be allowed in the power boxes.
- Dumpsters or trash receptacles will need to be provided.
- Declaration of Insurance coverage needs to be submitted.
- Applicant will need to coordinate special needs through the Public Works Director.
- Restrooms will need to be provided with a minimum of one being ADA accessible. The applicant states 2000 attendees, the proposed 20 restrooms with two being ADA accessible is acceptable.
- Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- This special event is within the RGB zoning district. No provisions exist within the zoning code to address special events within this zoning district; however the Special Event standards address and mitigate neighborhood impacts.

FOLLOW-UP REMARKS:

*

DECISION

Based on the Application for a Special Event Permit for the 2010 Northern Rockies Folk Festival, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

- a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.
- b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).
- c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.
- d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.
- e. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of \$1,000,000, with the City of Hailey as an additional named insured.

Other Conditions

- a. Applicant will be responsible for repair of any turf and/or sprinkler damage.
- b. Any special power requirements will need to be approved. Only City-approved electricians will be allowed in the power boxes.
- c. Dumpsters or trash receptacles will need to be provided.
- d. Declaration of Insurance coverage needs to be submitted.
- e. Applicant will need to coordinate special needs through the Public Works Director.
- f. Restrooms will need to be provided with a minimum of one being ADA accessible. The applicant states 2000 attendees, the proposed 20 restrooms with two being ADA accessible is acceptable.
- g. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- h. This special event is within the RGB zoning district. No provisions exist within the zoning code to address special events within this zoning district; however the Special Event standards address and mitigate neighborhood impacts.

DATED this 12th day of April, 2010.

CITY OF HAILEY

By: _____

Rick Davis, its Mayor

ATTEST:

Mary Cone, City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the 2010 Northern Rockies Folk Festival that will occur on August 06- August 07, 2010 from 9:00 a.m. to 11:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 12th day of April, 2010.

APPLICANT:

By: _____

(please sign and print name and title, if applicable)

CITY OF HAILEY:

By: _____
Rick Davis, its Mayor

ATTEST:

Mary Cone, City Clerk

CITY OF HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221



RECEIVED

FEB 16 2010

SPECIAL EVENT PERMIT APPLICATION

#5415

I. EVENT NAME: Northern Rockies Folk

II. LOCATION FOR EVENT (Be specific e.g., Hop Porter Park, all of 1st Avenue between Walnut and Pine, 115 Main St. S.):

- Public Property Private Property

Hop Porter Park

III. EVENT SCHEDULE

Special Events are limited to four days, including set-up and tear-down days. No more than eight events per calendar year can be conducted by a single party or organization, unless a modification is granted by the City Council. Please submit your modification requests in writing and attach to your application.

Table with 3 columns: Date(s) of Event, Hours, Estimated # of Attendees. Rows include Friday Aug 6/10, Sat Aug 7/10, and Thursday Aug 5/10.

IV. FEES

- Special Event Permit Application Fee \$125
Per Day Park Rental Fee \$200
Security Deposit \$500
Tax (on park rental fees only) 6%
TOTAL DUE 125-
Additional Deposit Required

V. ORGANIZATION INFORMATION

Applicant's Name: Peter R. Kramer Title: President
Mailing Address: Box 2840 Hailey Zip Code: 83333
Street Address: City: Hailey State: ID
Day Telephone: 208 720 3837 Evening Telephone: 208 720 3837
FAX Number: 208 788 9852 E-Mail Address: pke@flyma.com

Applicant Driver's License #: FA 105885 F

Sponsoring Organization: Northern Rockies Folk Festival

Non-Profit: Yes No Tax Exempt #: _____

Federal Tax #: 82-0469471 State Tax #: _____

VI. EVENT INFORMATION

New Event: Yes _____ No _____ Annual Event: Yes No _____ Years Operating 33

Event Category: Commercial Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): _____

Description of Event:
2 days music, community & family oriented gathering

Additional Details:
All will be the same as past years.

VII. INSURANCE REQUIREMENTS

It is the responsibility of your Special Event organizers to maintain a COMPREHENSIVE GENERAL LIABILITY insurance policy with coverage of not less than \$1,000,000.00 combined single limit per occurrence. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. *A certificate naming the City of Hailey, Blaine County, Idaho as additional insured shall be delivered to the City of Hailey with this application.* The adequacy of all insurance required by these provisions shall be subject to approval by the City Clerk. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of the application.

Insurance Company: Starley-Leavitt Agent Name: Debra Boen

Address: 715 Shoshone St. Twin Falls Phone: 208 733 5136

HOLD HARMLESS CLAUSE

Permittee (organization/applicant) shall indemnify and hold harmless the City of Hailey, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the permitted activity or the conduct of Permittee's operation of the event if such claim (1) is attributable to personal injury, bodily injury, disease or death, or to injury to or destruction of property, including the loss of use there from, and (2) is not caused by any negligent act or omission of willful misconduct of the City of Hailey or its employees acting within the scope of their employment.

(Attach any additional pages as needed)

SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

Your Event Organizer is responsible for providing a complete list of event activities including a list of suppliers providing services. An event logistics map is required, detailing the location for all road closures, event set up, canopies, stages, vendors, booths, and any other major services or activities planned.

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
		Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.		<input checked="" type="checkbox"/>	Alcohol Served (Free of Charge) (name of provider)
	<input checked="" type="checkbox"/>	Table @ Bullion @ River St.		<input checked="" type="checkbox"/>	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
		Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods			Food/Beverages will be served (List Caterers):
	<input checked="" type="checkbox"/>	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s) City of Hailey Fire Department, Fire Code Enforcement <i>Stage / canopies</i>	#		Vendors items sold/ solicitation <i>Non-Profit food booths est 8</i>
	<input checked="" type="checkbox"/>	Medical Services (Circle) First Aid and/or EMS Services Who is providing services? <i>Volunteers</i>			
	<input checked="" type="checkbox"/>	Security (detail who, number of officers, times. Attach plan) <i>volunteer staff</i>	#		Booths: Profit <u>Non-Profit</u>
	<input checked="" type="checkbox"/>	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.) <i>yes see #1 above</i>			Lighting plan: attach plan <i>stage</i>
	<input checked="" type="checkbox"/>	Electricity / Generators (Size _____) Attach detailed electrical plan. <i>on site</i>			Activities / Entertainment (Agenda) Other equipment or entertainment
					Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	<input checked="" type="checkbox"/>	Water Drinking / Washing (circle) <i>on site</i>			Stages (Number and Size(s)) <i>1 - (60' x 30')</i>
	<input checked="" type="checkbox"/>	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#		Barricades. How many <i>20</i> identify locations and attach logistics map
	<input checked="" type="checkbox"/>	Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations) <i>Clear Creek</i>	#		EVENT estimated attendance <i>2000/day</i>
	<input checked="" type="checkbox"/>	Porta Toilets / Wash Stations <i>Clear Creek</i> (Quantity ADA Regular)	#		Number of staff working event <i>141</i>
	<input checked="" type="checkbox"/>	<i>20 2 18</i>	#		Number of volunteers working <i>52</i>

Security
Barricade
not Traffic
accessible

I hereby certify that I have read and will abide by the laws, rules and regulations set forth by the City of Hailey, Blaine County, and the State of Idaho, and in signing this application, I hereby agree that I and the organization I represent, shall hold the City of Hailey and all of its agents or employees free and blameless from any claim, liability or damage which may arise from use of City facilities or equipment, whether or not the City of Hailey, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Hailey and all of its agents for any clean up loss or damage to City property resulting from this use, as well as permitting, staffing, equipment use/rental, property use/rental, clean up, inspections involving the use of public property, public employees or public equipment for the Special Event. In the event the deposit exceeds the actual charges, the City Clerk shall refund the balance to the applicant.

Event Organizer's Signature: *[Signature]* Date: *2/16/10*

AGENDA ITEM SUMMARY

DATE: 04/10/2010 DEPARTMENT: Minutes Recording DEPT. HEAD SIGNATURE: MHC

SUBJECT:

Motion to approve purchase of digital recording system for council chambers with FTR for the installation, setup and training of the FTR minutes recording system.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

We have received three bids from various companies:

- Granicas - \$13,132.59 with a \$700 per month support fee (Sun Valley has this system)
- IQM2 Cara H Soft - \$12,180 with a \$3,180 annual support fee
- FTR Minutes - \$2319 one time fee – optional service plan (Ketchum uses this software)

The first two quotes are for a more robust digital recording system with video conferencing capabilities. At some point this may be what we need but for now this FTR Minutes software will enable a transition to digital recording, streamlined minutes reviewing and better customer service. If citizens request a copy of meeting recordings we copy the cassette which can take up to 30 minutes per tape. The digital recording will enable us to provide better customer service and information sharing enhancements (capability of posting recorded meetings on our website).

Staff suggests purchasing FTR software as an interim solution to change from cassette tapes to digital recording. After this migration to digital recording our future needs can be evaluated further.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ City Clerk	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___ _____
___ Safety Committee	___ P & Z Commission	___ Police	___ _____
___ Streets	___ Public Works, Parks	___ Mayor	___ _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to authorize staff to coordinate the purchasing, installation and training of pertinent employees on this new software.

FOLLOW-UP REMARKS:

*



RECOMMENDED SYSTEM REQUIREMENTS:

Microsoft® Windows® 2000 SP4 or Microsoft® Windows® XP SP1/SP2

Microsoft® Word 2000, 2002 (XP) or 2003

450MHz Intel® Pentium® III Processor

MB Memory

High color (16 bit), 800x600 display adapter and monitor

USB port (for audio capture with either the iMic™ or Marantz® recorder)

Note: As with any software there are hardware and software requirements which need to be in place prior to installing and using FTR software. While the above list shows the recommended specifications, it's important to be aware that using additional programs may require a higher specification.

FTR Minutes offers city and county clerks an easy and efficient way to create and distribute meeting minutes, within previously established procedures and existing audio or network infrastructures. Instead of using a tape recorder and taking hand-written notes to create minutes, you now have the ability to do everything within one easy solution.

FTR Minutes Includes:

- TheRecord Player™
- TheRecord Producer™
- Minutes™ add-in to Microsoft® Word (includes a two-channel software recorder*)
- iMic™ USB Audio Adapter
- Audio Connector Cable
- FTR Headset
- 5-pack of TheRecord Album™ – CD recording media

With the click of a button clerks can turn their agenda into a FTR Minutes document and begin producing their minutes during the meeting - all within Microsoft® Word. The two-channel software recorder can be selected and controlled from the MS Word menu bar, or recording can be done via an optional third-party portable digital recorder*. Once recording is in progress, notes and time-stamps with dynamic hyperlinks can be added to the FTR Minutes document. Roll call and voting results are all easily included with shortcut keys or by using the voting and roll call dialog boxes. Once the meeting has concluded, clerks can easily convert the meeting notes into their final minutes by clicking on each time-stamp hyperlink and listening to specific sections of the recording and adding relevant information to their minutes. FTR Minutes also streamlines the approval process by enabling council members and chairpersons to use the time-stamp links to review and verify what was said during meetings. The time-stamped minutes also make it possible for the public to easily locate and listen to portions of a meeting that are relevant to them.

Producing meeting minutes has never been easier!

- Ability to ingest (*import*) recordings and indexing marks from third-party digital portable recorders.
- Quickly begin creating your minutes by utilizing a previously created agenda in Microsoft® Word.
- Take roll call and tabulate voting results at the touch of a button!
- Use shortcuts and hotkeys for automatic input of speaker's names, voting records, committee assignments and frequently used phrases.
- Simultaneously record and take notes, create time-stamps with dynamic hyperlinks to the related audio.

*Recordings can be captured via TheRecord Recorder 2x (two channel software recorder), or the Marantz PMD671 (available for purchase from FTR), the Marantz PMD660 or Marantz CDR420. Note: FTR only provides information on the Marantz PMD671. See the FTR website (www.ftr.com) for a complete list of compatible third-party digital recorders.

How FTR Minutes Helps You Create Minutes More Easily and Efficiently

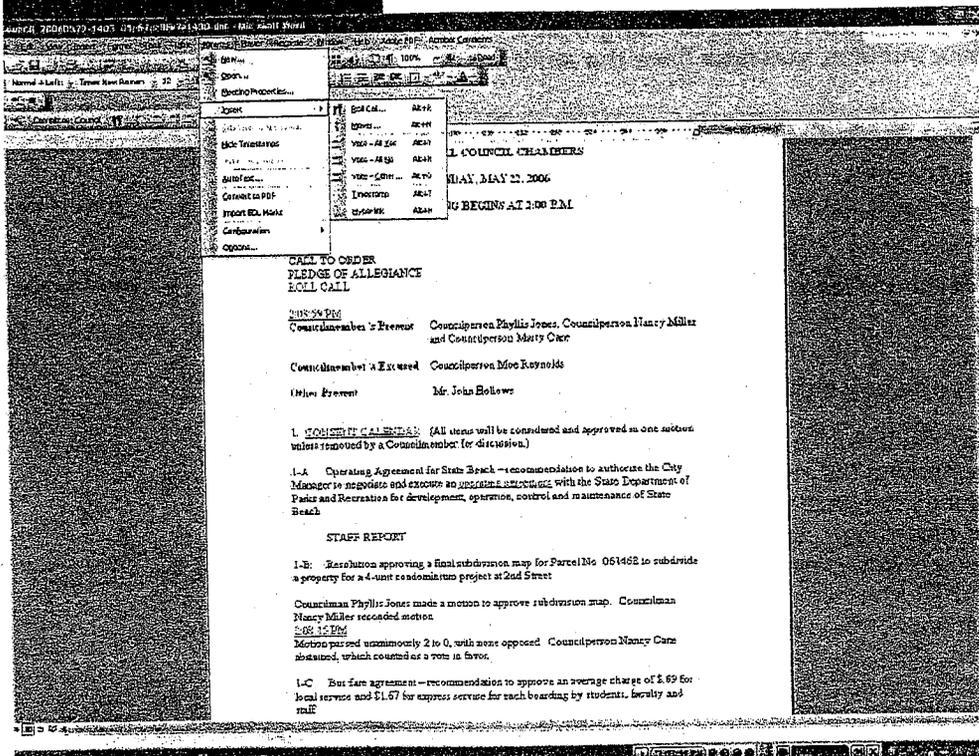
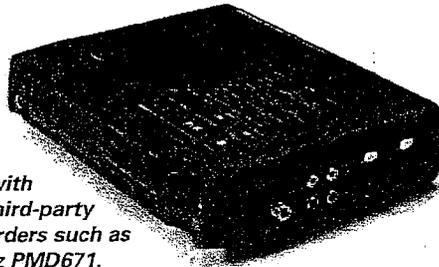

ForTheRecord®

EFFICIENT AND VERSATILE!



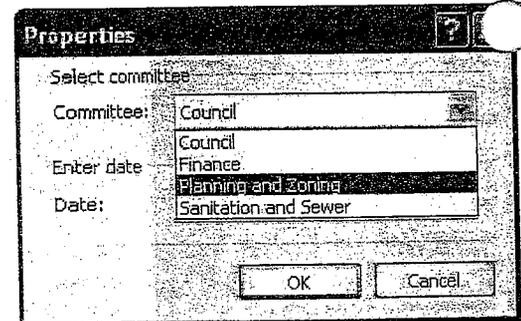
Includes TheRecord Player that matches location and date from FTR Minutes document.

Interfaces with approved third-party digital recorders such as the Marantz PMD671.



FTR Minutes Advantages:

- FTR Minutes is compatible with various approved portable digital recording devices.
- Easily convert minutes into PDF form (with or without active time-stamps).
- Customize attendance and voting formats per committee.
- Accommodates multiple committees.
- Create hyperlinks of words or phrases that link to related audio.
- Easily file minutes and recordings by committee name.
- Interface is easy to use and understand.
- No more fast-forwarding or rewinding of cassette tapes to find needed information.
- Streamlines approval process by eliminating confusion over what was said during meetings.



Accommodates minutes for multiple committees.

Contact us and we'll show you how FTR Minutes can help create your minutes in seconds!

AUTHORIZED RESELLER:

FTR Limited
2901 North Central Avenue
Suite 400
Phoenix, Arizona 85012 USA
tel. 602.650.0958
fax 602.385.4990
toll-free 877.650.0958

FTR PTY LTD
Suite 7
16 Brodie Hall Drive
Technology Park
Western Australia
6102 Australia
tel. 61.8.9470.4366
fax 61.8.9470.4310

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