

AGENDA ITEM SUMMARY

DATE: 06/18/2012 DEPARTMENT: HFD DEPT. HEAD SIGNATURE: MC

SUBJECT: 2012 BLM/Forest Service Contract

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Authorization of annual mutual aid contract between the Hailey Fire Department and the BLM/Forest Service in the event of wildland fires

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

- | | | |
|---|--|---|
| <input type="checkbox"/> City Administrator | <input type="checkbox"/> Library | <input type="checkbox"/> Benefits Committee |
| <input type="checkbox"/> City Attorney | <input type="checkbox"/> Mayor | <input type="checkbox"/> Streets |
| <input type="checkbox"/> City Clerk | <input type="checkbox"/> Planning | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Building | <input type="checkbox"/> Police | _____ |
| <input type="checkbox"/> Engineer | <input type="checkbox"/> Public Works, Parks | _____ |
| <input type="checkbox"/> Fire Dept. | <input type="checkbox"/> P & Z Commission | _____ |

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Cooperative Fire Protection Agreement between the Hailey Fire Department and the USDI, Bureau of Land Management, Twin Falls District and the USDA, Forest Service, Sawtooth National Forest.

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

**CITY OF HAILEY
RESOLUTION NO. 2012-31**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR MUTUAL AID SERVICES
WITH THE USDI BUREAU OF LAND MANAGEMENT AND THE USDA FOREST
SERVICE SAWTOOTH NATIONAL FOREST.**

WHEREAS, the City of Hailey desires to enter into an agreement with the USDI, Bureau of Land Management Twin Falls District and the USDA, Forest Service Sawtooth National Forest under which the USDI, Bureau of Land Management Twin Falls District and the USDA, Forest Service Sawtooth National Forest agree to this Cooperative Fire Protection Agreement between all parties named above.

WHEREAS, the City of Hailey and the USDI, Bureau of Land Management Twin Falls District and the USDA, Forest Service Sawtooth National Forest have agreed to the terms and conditions of the Agreement for Cooperative Fire Protection Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, that the City of Hailey approves the Professional Services Agreement between the City of Hailey and the USDI, Bureau of Land Management Twin Falls District and the USDA, Forest Service Sawtooth National Forest and that the Mayor is authorized to execute the attached Agreement,

Passed this 18th day of June 2012.

City of Hailey

Fritz X. Haemmerle, Mayor

ATTEST:

Mary Cone, City Clerk

COOPERATIVE FIRE PROTECTION AGREEMENT
Between The
HAILEY CITY FIRE DEPARTMENT
The
USDI, BUREAU OF LAND MANAGEMENT
TWIN FALLS DISTRICT
And The
USDA, FOREST SERVICE
SAWTOOTH NATIONAL FOREST

This COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the hereinafter referred to as the "DEPARTMENT," the USDI, Bureau of Land Management, Twin Falls District, hereinafter referred to as the "BLM", and the USDA, Forest Service, Sawtooth National Forest hereinafter referred to as the "FOREST SERVICE." The BLM and FOREST SERVICE jointly will be referred to as AGENCIES under the authority and provisions of: Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 18562), the Granger-Thye Act of April 24, 1950 (16 USC 572), and the Cooperative Funds and Deposits Act of December 12, 1975, Pub. L. 94-148, 16 U.S.C. 565a 1- a3, as further authorized by Division F, title IV, Sec. 417 of the Consolidated Appropriations Act 2008 (Pub. L. 110-161).

I. PURPOSE

The purpose of this AGREEMENT is to provide for cooperation in the prevention, detection and suppression of wildland fires within the protection areas of parties' signatory to this AGREEMENT.

This AGREEMENT provides for cooperation only in wildland fire management activities. The AGENCIES shall not respond to structure fires, vehicle fires or traffic accidents in lieu of the DEPARTMENT. The AGENCIES may, as available, respond to such incidents when adjacent wildlands covered under this AGREEMENT are threatened by fire from such incidents.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The AGENCIES have the responsibility for prevention, protection and suppression of wildland fires on BLM and National Forest administered lands, and on adjacent or intermingled State and private forested lands as identified through written agreement. AGENCIES may also have protection responsibilities for other lands through contract or reimbursable agreement.

The DEPARTMENT has the responsibility for prevention, protection and suppression of structure and other fires within the boundaries of the established fire district. These structures and lands protected by the DEPARTMENT are intermingled or adjacent to lands protected by the BLM and Forest Service.

Therefore, it is mutually advantageous, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility.

III. GENERAL PROVISIONS

1. ANNUAL OPERATING PLANS. The parties will meet annually, prior to the initiation of fire season to prepare an ANNUAL OPERATING PLAN (AOP). This AOP will include protection area maps for all parties, current rates for use of the DEPARTMENT equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this AGREEMENT as necessary for efficient implementation. This AOP shall become attached to and a part of this AGREEMENT.
2. PROTECTING PARTY. The party responsible for providing direct fire protection in a given area pursuant to this AGREEMENT.
3. SUPPORTING PARTY. A party providing suppression assistance or other support and resources to the PROTECTING PARTY.
4. JURISDICTIONAL PARTY. The party which has overall land and resource management and/or protection responsibility as provided by law.
5. MUTUAL AID AREA - area that is within the DEPARTMENT protection district / boundary.
 - a. All wildland fires that occur within the MUTUAL AID AREA will be considered a mutual aid fire.
 - b. AGENCIES and the DEPARTMENT will assist each other on wildland fires within the MUTUAL AID AREA regardless of land ownership and at no cost to one another for a period of 4 hours.
 - c. The SUPPORTING PARTY will provide the PROTECTING PARTY only the amount of resources they deem available.
6. MUTUAL AID SUPPORT - fire suppression assistance by a SUPPORTING PARTY at no cost (exception – see #5b) to the PROTECTING PARTY.
7. THREAT FIRE - any fire a PROTECTING PARTY considers a threat to property under their jurisdiction and is within close proximity to the MUTUAL AID AREA.
 - a. A THREAT FIRE will be considered a mutual aid fire and all the definitions of a mutual aid fire will apply (see 5). It should be reasonable that the fire may reach other jurisdictions within the burning period.
8. RECIPROCAL FIRE PROTECTION. As deemed appropriate, the parties will establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas the SUPPORTING PARTY will upon request or voluntarily, take action in support of the PROTECTING PARTY. The PROTECTING PARTY will not be required to reimburse the SUPPORTING PARTY for actions taking place in these areas within the first 4 hours following initial dispatch of suppression resources. All assistance beyond this period until released will be billed from minimum hours forward. Reciprocal initial attack areas will be mapped and made a part of the AOP.

9. Whenever a fire occurs within the MUTUAL AID AREA, each party will assume and bear cost of providing its own suppression cost and expenses for the first 4 hours after forces are first dispatched. If the fire remains wholly or partially within the MUTUAL AID AREA at the expiration of such 4 hours period, the parties will in good faith develop a written cost share agreement to cover any further fire suppression costs for such fire. In the event the parties fail to reach such agreement, then neither party shall have further responsibility for providing fire suppression efforts or equipment outside its jurisdictional boundaries.
10. REQUESTED ASSISTANCE. Outside MUTUAL AID AREA, when requested by the PROTECTING PARTY, the SUPPORTING PARTY will, within their capability, provide initial attack or other support on wildland fires. Such requested assistance is reimbursable.
11. INDEPENDENT ACTION. Except as otherwise described in the AOP, any party on its own initiative and without reimbursement may go upon lands protecting by another party to suppress wildfires, if the fire is a threat to property within that party's protection responsibility. In such instances, the party taking action will promptly notify the protecting party.

If either party takes action on a fire independently, the SUPPORTING PARTY will furnish the PROTECTING PARTY a preliminary report (oral) within 24 hours of the action taken and a written incident report with ten (10) days. The PROTECTING PARTY will notify JURISDICTIONAL PARTY.
12. NOTIFICATIONS. Each party will promptly notify the PROTECTING PARTY of fires burning on or threatening lands for which that party has protection responsibility. When taking action, the SUPPORTING PARTY will, as soon as possible, notify the PROTECTING PARTY in accordance with the AOP, detailing what equipment and personnel have been dispatched to the incident location.
13. BOUNDARY LINE FIRES. BOUNDARY LINE FIRES will be the mutual aid responsibility of the PROTECTING PARTIES on either side of the boundary. Neither party will assume the other is aware of the fire, or is taking action. The officer-in-charge who arrives first at the fire will act as Incident Commander. When both parties have arrived, it will be mutually agreed to the designation of a single the Incident Commander or unified command.
14. TIME/DURATION. It shall be the responsibility of the PROTECTING PARTY to release the resources of the SUPPORTING PARTY in a timely manner to ensure the SUPPORTING PARTY resources are not needlessly detained.
15. COST SHARING. On multi-jurisdictional incidents and incidents which threaten or burn across protection boundaries or jurisdictions, the parties will jointly develop a written cost share agreement which describes a fair distribution of financial responsibilities.
16. COMMUNICATION SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this AGREEMENT. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the AOP.

17. NATIONAL INTERAGENCY INCIDENT MANAGEMENT SYSTEM. The parties to this AGREEMENT will operate under the concepts defined in the National Interagency Management System (NIMS) including: Incident command System (ICS), qualifications system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this AGREEMENT.
18. DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE. Parties will attempt to protect point of origin of the fire and evidence pertaining to the fire cause. When applicable each party will coordinate pursuing a joint cost recovery effort.
19. QUALIFICATIONS & TRAINING. The qualifications of fire personnel and fire equipment performance standards will be identified in the AOP.
20. BILLING PROCEDURES. The SUPPORTING PARTY will bill the PROTECTING PARTY for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal mutual aid and independent action situations).
21. FIRE PREVENTION. Parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties will share responsibility for fire prevention and rural fire safety presentations and demonstrations.
22. FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures.
23. PRESCRIBED FIRE AND FUELS MANAGEMENT. The JURISDICTIONAL PARTY will inform all parties of prescribed fires it is managing. Support during a prescribed burn is not covered under this AGREEMENT.
24. EMPLOYMENT POLICY. Employees of the parties of this AGREEMENT shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
25. WAIVER OF CLAIMS. The DEPARTMENT and AGENCIES hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this AGREEMENT.

AGENCIES and DEPARTMENT will be liable for their own actions during mutual aid response or independent action as outlined in GENERAL PROVISIONS clauses III.8 and III.11 respectively.

26. NONDISCRIMINATION. The DEPARTMENT and AGENCIES shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
27. FREEDOM OF INFORMATION ACT (FOIA). Public access to award records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).
28. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
29. MODIFICATION. Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least thirty (30) days prior to implementation of the requested change. The Parties are not obligated to fund any changes not properly approved in advance.
30. TERMINATION: Any Party may, with thirty (30) days advance notice in writing, terminate their participation in this AGREEMENT in whole, or in part, at any time before the date of expiration, unless extended.
31. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through 2017 at which time it will expire unless extended.

32. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Fire Department Contacts:

Fire Department Program Contact	Fire Department Administrative Contact
Michael Chapman, Fire Chief PO Box 1192 Hailey, ID 83333 Telephone: 208-788-3147 Fax: 208-788-0279 Email:	Telephone: Fax: Email:

Principal BLM Contacts:

BLM Program Contact	BLM Administrative Contact
Chris Simonson Fire Management Officer 400 West F Street Shoshone, ID 83352 Telephone: 208-732-7224 Fax: 208-732-7327 Email: csimonson@blm.gov	Brandi Van Kleeck Fire Business 400 West F Street Shoshone, ID 83352 Telephone: 208-732-7259 Fax: 208-373-3850 Email: bvankleeck@blm.gov

Principal Forest Service Contacts:

FS Program Manager Contact	FS Administrative Contact
Nathan Lancaster Fire Management Officer 2647 Kimberly Road Twin Falls, ID 83301 Telephone: 208-737-3229 Fax: 208-737-3308 Email: njlancater@fs.fed.us	Gladys Hamilton Southwest ID/NV Acquisition Center 1249 S. Vinnell Way, Suite 200 Boise, ID 83709-1663 Telephone: 208-373-4289 Fax: 208-373-4294 Email: gladyshamilton@fs.fed.us

33. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.



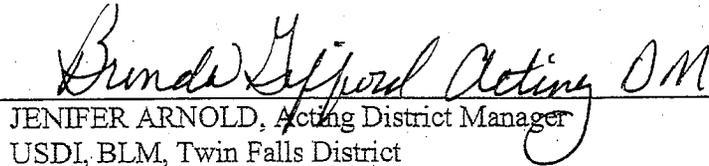
Michael Chapman, Fire Chief
Hailey City Fire Department

5-21-12

Date

Mayor

Date

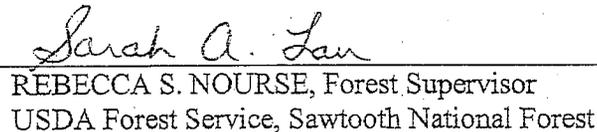


JENIFER ARNOLD, Acting District Manager
USDI, BLM, Twin Falls District

5-9-12

Date

for

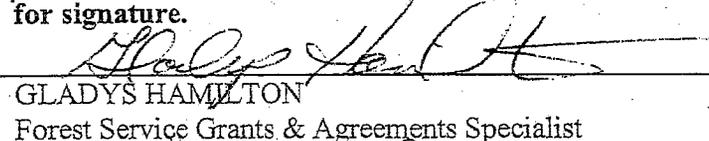


REBECCA S. NOURSE, Forest Supervisor
USDA Forest Service, Sawtooth National Forest

5/10/2012

Date

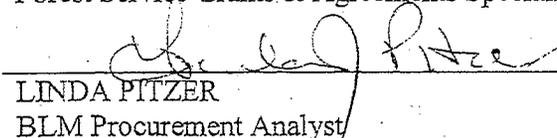
The authority and format of this instrument have been reviewed and approved for signature.



GLADYS HAMILTON
Forest Service Grants & Agreements Specialist

5/24/2012

Date



LINDA PITZER
BLM Procurement Analyst

5/17/12

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

AGENDA ITEM SUMMARY

DATE: 6/18/12 **DEPARTMENT:** Finance & Records **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

New Alcohol Beverage License for Blaine County Senior Center

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.04, 5.08, 5.12
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Alcohol Beverage License will expire on July 31, 2011 at which time they will need to reapply to the State, County and City.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve the following alcohol beverage license which has been approved by HPD.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: _____ *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies
Instrument # _____



ALCOHOL BEVERAGE LICENSE APPLICATION

APPLICATION FOR:

Liquor \$562.50
 Wine by the Drink \$200.00
 Beer by the Drink \$200.00
 Grocery Sale of Wine \$200.00
 Grocery Sale of Beer \$50.00

APPLICATION IS:

New License
 Renewal
 Transfer

~~200.00~~ 80.00
~~200.00~~ 80.00

TOTAL DUE: 400.00 160⁰⁰

Applicant Name: _____

Business Name: Blaine County Senior Council, Inc.

Business Physical Address: 721 3rd Ave. S., Hailey, ID 83333

Business Mailing Address: PO Box 28, Hailey, ID 83333

Business Phone Number: (208) 788-3468

Property Owner (if different from applicant): _____

(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Kimberly L. Coombs
Applicant Signature

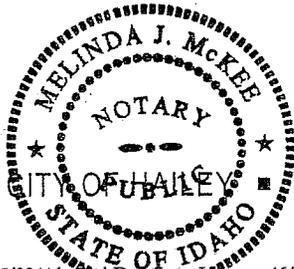
6/11/12
Date

Subscribed and sworn to before me this 11 day of JUNE, 2012

Melinda J. McKee
Notary Public OR City Clerk

Residing at: Hailey, Idaho
My Commission Expires 6-11-13

Official Use Only	
State License No.	<u>11980</u>
County License No.	<u>129</u>
City License No.	_____
Date Approved by Council	_____
_____ Chief of Police	



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

AGENDA ITEM SUMMARY

DATE: 06/18/2012 DEPARTMENT: HFD DEPT. HEAD SIGNATURE: MC

SUBJECT: Safe & Sane Fireworks Stands

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

See attached permits

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

<input type="checkbox"/> City Administrator	<input type="checkbox"/> Library	<input type="checkbox"/> Benefits Committee
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Mayor	<input type="checkbox"/> Streets
<input type="checkbox"/> City Clerk	<input type="checkbox"/> Planning	<input type="checkbox"/> Treasurer
<input type="checkbox"/> Building	<input type="checkbox"/> Police	_____
<input type="checkbox"/> Engineer	<input type="checkbox"/> Public Works, Parks	_____
<input type="checkbox"/> Fire Dept.	<input type="checkbox"/> P & Z Commission	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the three permitted fireworks stands for the sale of Safe and Sane Fireworks: two stands for Outlet Fireworks and one stand for Phantom Fireworks.

ACTION OF THE CITY COUNCIL:

Date : _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)



HAILEY FIRE DEPARTMENT

APPLICATION FOR SAFE AND SANE FIREWORKS PERMIT

PLEASE RETURN THE COMPLETED APPLICATION FORM WITH THE FOLLOWING ITEMS BEFORE JUNE 1ST:

- \$100.00 PERMIT FEE
- \$50.00 INSPECTION FEE includes required Pre-Installation Inspection, Installation Inspection and Clean-Up Inspection. Any subsequent inspections may be subject to additional inspection fees as outlined in the Hailey Fire Dept. Permit Fee Schedule.
- COMPLETE LIST OF FIREWORKS TO BE SOLD
- LEGAL DESCRIPTION AND SITE PLAN WITH REQUIRED SETBACKS OF FIREWORKS SALE LOCATION
- WRITTEN PROOF OF OWNERSHIP OR AUTHORIZATION TO USE PROPERTY FOR FIREWORKS SALES
- CERTIFICATE OF INSURANCE (5.24.090) ONE HUNDRED THOUSAND DOLLARS PER OCCURANCE
- \$100.00 CLEAN-UP BOND (5.24.080)

APPLICANT'S FULL NAME: Joe Wittar
 BUSINESS NAME: (If applicable) Big Bear of Utah Inc / Phantom Fireworks
 PHYSICAL ADDRESS OF APPLICANT: 124 W Barton Ave SLc UT 84115
 MAILING ADDRESS OF APPLICANT: _____
 (IF DIFFERENT FROM ABOVE)
 APPLICANT PHONE: 801-486-1516 DATE OF BIRTH: 1, 14, 80
 APPLICANT'S STATE SALES TAX PERMIT NUMBER: TWN002413-5
 PROPOSED LOCATION OF FIREWORKS STAND: 710 N. Main St Hailey ID
 PROPERTY OWNER NAME: 711 N. Main St. LLC
 PROPERTY OWNER MAILING ADDRESS: P.O. Box 1270 Ketchum, ID 83340
 PROPERTY OWNER PHONE: 208-726-1780

Please attach the names, addresses and phone numbers of Principal Officers, Trustees, and or Directors if any, of the Applicant.

I declare under penalty of perjury that the above information contained herein is to the best of my knowledge and belief true and correct. I further declare that I have read the rules and regulations which concern the retail sale and storage of fireworks in the City of Hailey and will abide by the contents therein.

Joe Wittar
 Signature
Joe Wittar
 Printed Name

Regional Manager
 Title
5-29-12
 Date

Hailey Fire Department, 617 3rd Avenue South, PO Box 1192, Hailey, ID 83333
Phone (208) 788-3147/FAX (208) 788-0279

04/07

Rec'd 6-1-12



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS, INC.
P.O. Box 10265
Birmingham, AL 35202

CONTACT NAME:
PHONE (A/C No. Ext): 800-476-2211 **FAX (A/C No.):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :Liberty Surplus Insurance Corporation	10725
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

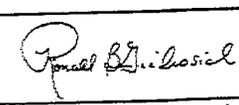
INSURED
B J Alan Company
Big Bear Fireworks, Inc.
Phantom Fireworks, Inc.
555 Martin Luther King, Jr. Blvd
Youngstown, OH 44502

COVERAGES **CERTIFICATE NUMBER:**BVD3MZK7 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	GENERAL LIABILITY			EGLBO1888933	10/30/2011	10/30/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED						WC STATU-TORY LIMITS	
	RETENTION \$						OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
								\$
								\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This certificate relates to the operation of Big Bear of Utah Inc 124 West Burton Ave, SLC. UT 84115
Location 711 N Main St, Hailey, ID 83333
Dates of operation June 24 thru July 6th
The Certificate Holders are named as Additional Insureds with respect to General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER 711 North Main St LLC PO BOX 1270 KETCHUM, ID 83340	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Big Bear of Utah, Inc. dba Phantom Fireworks

Distributors of Phantom and Wolf Pack Brand Fireworks

124 W. Burton Ave, S.L.C., UT 84115 Office:801-486-1516 Fax:801-486-4021



FIREWORKS TEMPORARY SALES LICENSE & LEASE AGREEMENT

This agreement is made between: 711 North Main Street LLC

Address: 710 N. Main Hailey, ID 83333 (P.O. Box 1270 Ketchum, ID 83340)

(hereinafter referred to as the "Landlord"), and Big Bear Fireworks, Inc. dba Phantom Fireworks (hereinafter referred to as "Phantom") of the address specified above, for the purpose of granting an Operating Group designated by Phantom, the exclusive right to operate a temporary state legal consumer fireworks sales facility on the followint described premises:

Hailey Paved Lot

Location Name

710 N. Main Street

Address

Hailey, ID 83333

City, State Zip

RPH04620000010

Assessor's Parcel Number

The parking lot or common area listed above is owned and/or controlled by the Landlord, and the Landlord warrants and certifies full right and authority to do so, grants to Phantom, and the Operating Group selected by Phantom, the exclusive right to operate a consumer fireworks sales stand or tent on the premises for the specified period from:

Date	Year		Date	Year	Rental Fee	Initial
<u>June 16th</u>	<u>2012</u>	to	<u>July 10th</u>	<u>2012</u>	<u>[REDACTED]</u>	<u>[Signature]</u>
<u>_____</u>	<u>_____</u>	to	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	to	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

*The stand or tent may be set up and taken down 5-10 days before and after the selling period as permitted by law. Phantom and the Landlord agree to the following terms and conditions:

- Phantom will provide liability insurance coverage in the aggregate amount of \$10,000,000.00, will name Landlord as an "Additional Insured," and will, prior to occupancy, deliver a certificate to Landlord evidencing such insurance covering the erection, maintenance and operation of the fireworks sales venue; additionally, Phantom will hold the Landlord harmless from any liability in connection with same.
- Phantom shall pay all costs involved in erection, maintenance and operation of the stand or tent, and, on departure, Phantom shall return the premises to its original condition.
- Phantom shall obtain and pay for all necessary permits and licenses required by law; shall post any debris and performance bonds required by local authority; and shall adhere to all laws and regulations.
- If the sale of consumer fireworks shall be prohibited by public authority, the prepaid lease rent will be refunded, and this lease agreement shall automatically become null and void. If the public authority having jurisdiction over the leased premises limits or restricts the sale of fireworks in any way, then this lease agreement is subject to revision.
- If Phantom is unable to secure a group to operate on the property and the property is not utilized, the prepaid rent will be refunded, and this lease agreement shall automatically become null and void for that year. In the event the property is not utilized in a given year, Phantom shall have the option to use the property for the following year under the same terms and conditions by giving notice by March 1, of the next year. If the property is sold or otherwise inaccessible due to construction or the like, then this lease is subject to revision. If this lease should become null and void under this provision or paragraph 4 of this agreement, then prepaid rents shall be refunded to Phantom within ten (ten) business days of written cancellation. [Signature] (Landlord's initials).
- Landlord agrees that if a refund of prepaid rent is due and owing to Phantom under the provisions of this agreement, that Phantom's acceptance of less than the full amount of any prepayment shall not be deemed an accord and satisfaction or compromise of such payment unless Phantom specifically consents in writing to payment of such lesser fund, regardless of Landlord's characterization as "full payment," "accord and satisfaction," or other similar characterization on the payment instrument.
- In any action or proceeding to enforce, interpret or declare rights under this agreement, the prevailing party shall be entitled to its reasonable attorney fees, costs associated with suit and litigation expenses.
- Rent shall be payable by June 15th of each lease year.
- This agreement commences as of the date indicated on the signature below.
- Each individual signing this Lease Agreement expressly represents and warrants that they are authorized by the entity for which they sign, to legally bind and commit that entity to the terms set forth herein. All notices required or allowed under this Agreement shall be given in writing to the addresses listed herein or such other addresses as the parties may designate.

Landlord - Authorized Signatory

4-25-12
Date

Robert Kantor for managing member.
Print Name and Capacity

Phone: 208 726-1780

Email: tony@rockadventures.com

Phantom - Authorized Signatory

4-25-12
Date

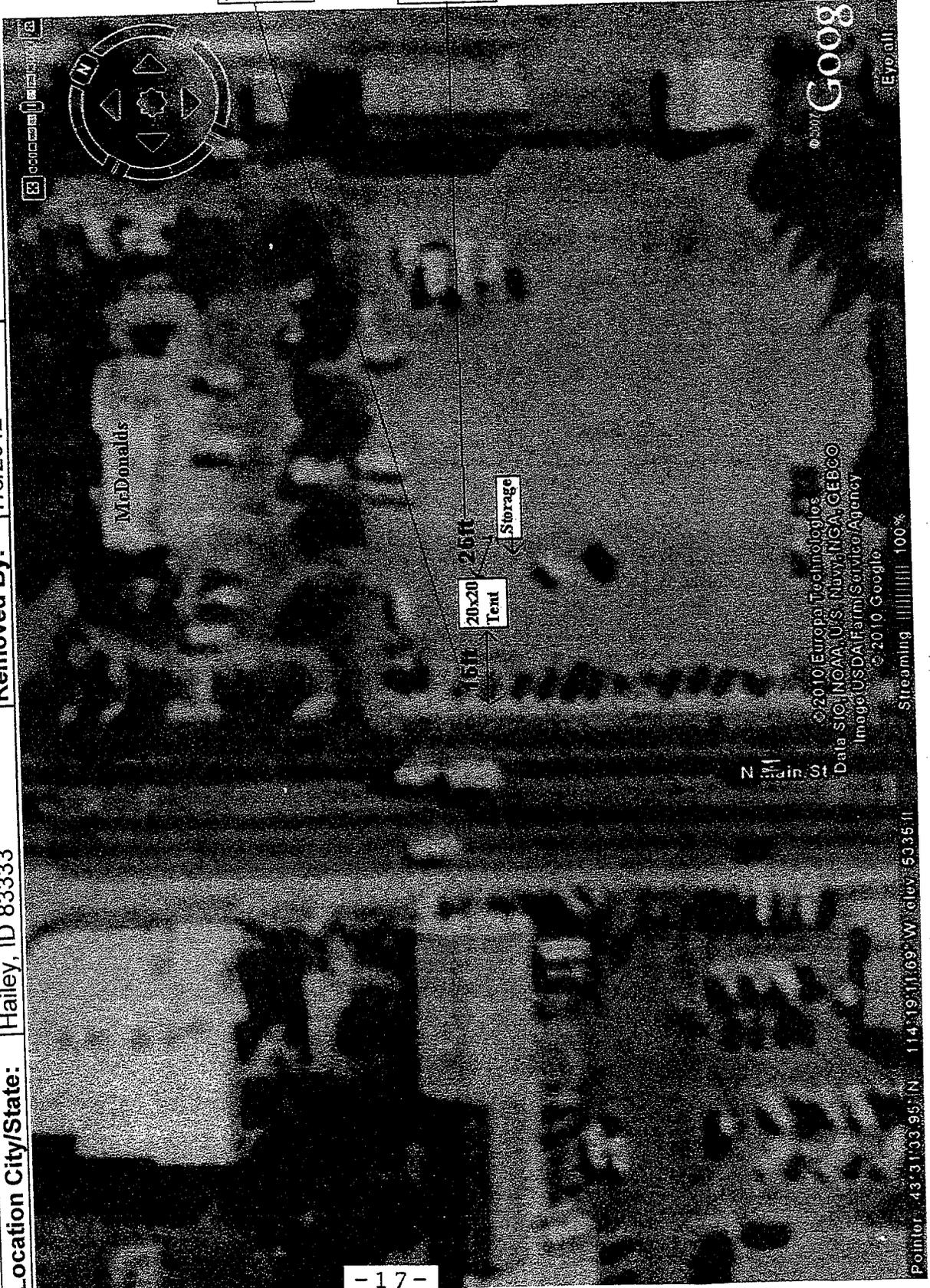
[Signature]
Title: Regional Manager

Email: jwitter@fireworks.com

RETAIL FIREWORKS STAND PLOT PLAN

Phantom Fireworks Utah (801) 486-1516 Fax: (801) 486-4021

Operator Name:		Stand or Tent:	Tent
Location Name:	Vacant Lot Hailey	Size:	20x20
Location Address:	710 N. Main Street	Not Up Before:	6/20/2012
Location City/State:	Hailey, ID 83333	Removed By:	7/6/2012
Local Contact Name:		Andrew Paz	
Phone:		208-733-2522 208-410-9657	



Tent must be
15ft set back
from sidewalk

Container
must be 25ft
from tent

H
282



HAILEY FIRE DEPARTMENT

APPLICATION FOR SAFE AND SANE FIREWORKS PERMIT

PLEASE RETURN THE COMPLETED APPLICATION FORM WITH THE FOLLOWING ITEMS BEFORE JUNE 1ST:

- \$100.00 PERMIT FEE
- \$50.00 INSPECTION FEE includes required Pre-Installation Inspection, Installation Inspection and Clean-Up Inspection. Any subsequent inspections may be subject to additional inspection fees as outlined in the Hailey Fire Dept. Permit Fee Schedule.
- COMPLETE LIST OF FIREWORKS TO BE SOLD
- LEGAL DESCRIPTION AND SITE PLAN WITH REQUIRED SETBACKS OF FIREWORKS SALE LOCATION
- WRITTEN PROOF OF OWNERSHIP OR AUTHORIZATION TO USE PROPERTY FOR FIREWORKS SALES
- CERTIFICATE OF INSURANCE (5.24.090) ONE HUNDRED THOUSAND DOLLARS PER OCCURANCE
- \$100.00 CLEAN-UP BOND (5.24.080)

APPLICANT'S FULL NAME: Bruce WPAUER
 BUSINESS NAME: (If applicable) Outlet Fireworks LLC
 PHYSICAL ADDRESS OF APPLICANT: 1619 Brookfield Ct Twin Falls Id 83301
 MAILING ADDRESS OF APPLICANT: _____
 (IF DIFFERENT FROM ABOVE)
 APPLICANT PHONE: 208-734-5051 DATE OF BIRTH: 12/13/47
 APPLICANT'S STATE SALES TAX PERMIT NUMBER: 002568351-S
 PROPOSED LOCATION OF FIREWORKS STAND: New Albertson's 911 E Main St. Hailey
 PROPERTY OWNER NAME: New Albertson's
 PROPERTY OWNER MAILING ADDRESS: 250 E Parkcenter Blvd Boise ID 83706
 PROPERTY OWNER PHONE: 788 6709

Please attach the names, addresses and phone numbers of Principal Officers, Trustees, and or Directors if any, of the Applicant.

<u>Bruce WPAUER</u>	<u>1619 Brookfield Ct</u>	<u>Twin Falls Id.</u>	<u>83301</u>
<u>PAULIE</u>	"	"	"
<u>DAVID</u>	"	"	"

I declare under penalty of perjury that the above information contained herein is to the best of my knowledge and belief true and correct. I further declare that I have read the rules and regulations which concern the retail sale and storage of fireworks in the City of Hailey and will abide by the contents therein.

Bruce WPAUER
 Signature
Bruce WPAUER
 Printed Name

Partner
 Title
5-24-17
 Date

Hailey Fire Department, 617 3rd Avenue South, PO Box 1192, Hailey, ID 83333
 Phone (208) 788-3147/FAX (208) 788-0279

04/07

GENERAL NOTES

- NO TRUCK WELLS, NATURAL GAS, OR ELECTRICITY
- NO MONUMENT/PYLON SIGNS ALLOWED
- PARKING REQUIREMENTS
- ALBERTSONS RET' 1/200 S.F. OF C.B.A.
- CITY RET' 1/1000 S.F. OF C.B.A.
- BUILDING SETBACK REQUIREMENTS/PER CITY REVIEW.

LANDSCAPE REQUIREMENTS/PER CITY REVIEW.

ZONING REQUIREMENTS
 COSTING - COMMERCIAL
 REQUIRED - COMMERCIAL

PROJECT NO. 130	S.W.C. MCKERCHER BLVD. & MAIN HANLEY, MO	EXHIBIT "A" SITE PLAN	SHEET NO. 1 OF 1
CLIENT: THE ALBERTSONS COMPANY 15000 W. 10TH ST. SUITE 100 OVERLAND PARK, MO 66204 PROJECT NO. 130	ARCHITECT: S.P.C. ARCHITECTS 123 W. 10TH ST. SUITE 100 OVERLAND PARK, MO 66204 PROJECT NO. 130	DATE: 4-13-01 DRAWN BY: [Signature] CHECKED BY: [Signature]	DATE: 4-13-01 CHECKED BY: [Signature]

R.A.C.
4-24

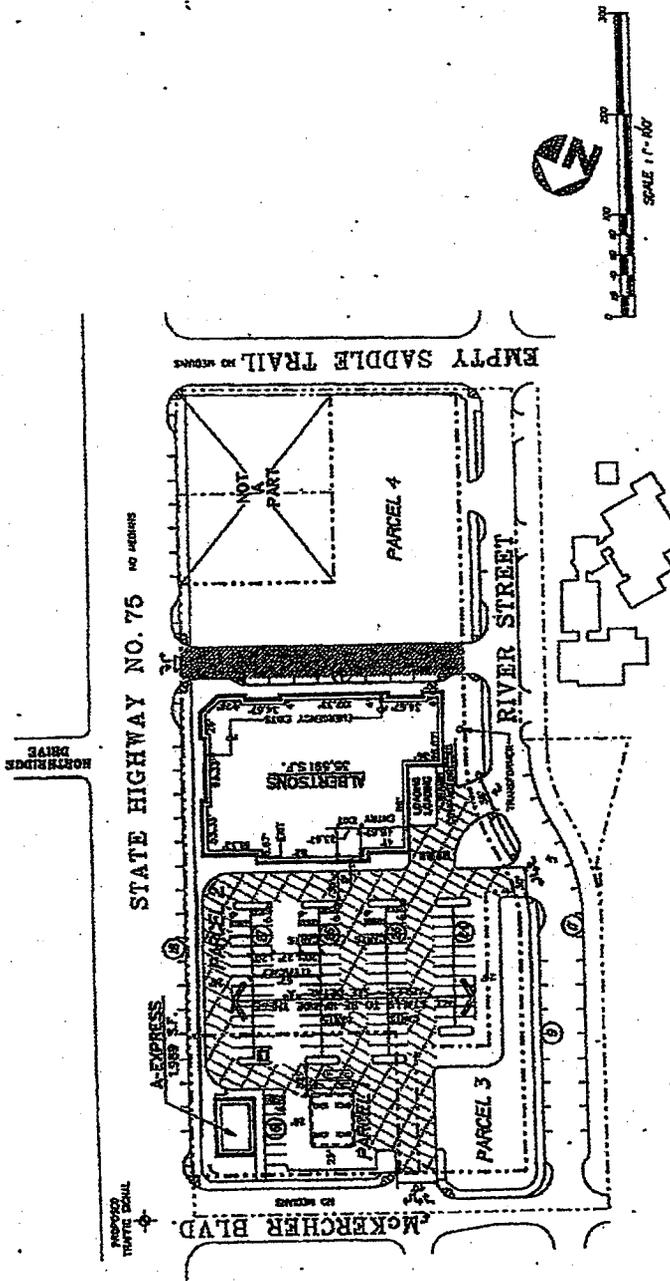


EXHIBIT "A" SITE PLAN

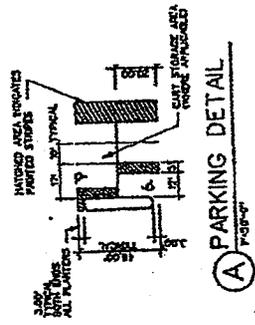
TOTAL GROSS BUILDING AREA	37,590 S.F.
TOTAL CARPARKS REQUIRED	197 (1/200) (15-0)
TOTAL CARPARKS PROVIDED	181 (1-26) (1-1231)
TOTAL SITE AREA	204,376 S.F. (4.69 AC.)

(BASED ON CITY REQUIREMENTS)

APPROVED BY: SIGNED	DATE: 4-13-01
CHUBBIN	
VICE CHAIRMAN	SIGNED 4-17-01
PRES./ARCH' OPF. OTHER	
DESG. VP. ARCH.	SIGNED 4-13-01
DESG. VP. ENR.	SIGNED 4-17-01
GROUP VP./ARCH. & ENR.	SIGNED 4-17-01

LEGEND

PROPERTY/PARCEL LINE	(Symbol: Dashed line)
BUILDING AREA	(Symbol: Solid black fill)
HEAVY DUTY PARKING	(Symbol: Diagonal hatching)
PERMANENT ACCESS DRIVE	(Symbol: Thick solid line)



REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made as of the 13th day of March, 2012, by and between NEW ALBERTSON'S, INC., an Ohio Corporation ("Licensor"), and OUTLET FIREWORKS, an Idaho LLC ("Licensee").

WHEREAS, Licensor owns or leases a retail supermarket in the State of Idaho ("Store Premises"); and

WHEREAS, Licensee desires to enter upon a portion of the parking lot of the Store Premises (such portion being referred to herein as the ("Licensed Premises")) for the sole purpose of fireworks sales;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a license to use the Licensed Premises on the attached Exhibit "A" for a term commencing on June 18, 2012 and terminating at 11:59 p.m., local time, on July 5, 2012. Said license shall include non-exclusive use of the common area immediately adjacent to the Licensed Premises for ingress, egress and parking ("Common Area").

2. Licensee may use the Licensed Premises only for selling fireworks. Licensee shall obtain, at its sole cost and expense, all licenses, permits and approvals required by any governmental entity for Licensee's use of the Licensed Premises.

3. Licensee shall pay to Licensor, as consideration for this Agreement, the sum of Forty Eight Thousand Eight Hundred Twenty five Dollars (\$48,825.00). Licensee shall deliver payment in full of said amount to Licensor on or before June 11, 2012, failing which this Agreement shall terminate. **SEND CHECK TO ADDRESS LISTED ON PAGE 3 AND REFERENCE: SVREF#FIREWORKS**

4. LICENSEE ACCEPTS THE LICENSED PREMISES IN THEIR EXISTING CONDITION "AS IS", "WHERE IS" AND "WITH ALL FAULTS." Licensee agrees and acknowledges the Licensor is not making, has not made, and expressly disclaims any warranties or representations, express or implied, with respect to any aspect, feature or condition of the Licensed Premises including, but not limited to, the suitability of the Licensed Premises for Licensee's intended use. Licensee acknowledges that Licensee is relying solely upon Licensee's inspection of the Licensed Premises and expressly assumes all risks related to the condition of the Licensed Premises.

5. Licensee shall at all times during the term of this Agreement keep the Licensed Premises and the Common Area in a clean, neat and safe condition. Licensee agrees that it will not alter the Licensed Premises or Common Area in any way, including, but not limited to, driving stakes into the pavement. At all times while upon the Licensed Premises, all agents, contractors and employees of Licensee will observe all rules and regulations which Licensor may prescribe for the protection of the public, its personnel and property, including, but not limited to, safety rules and provisions against smoking. Notwithstanding anything to the contrary in this Agreement, Licensee, and not Licensor, shall be obligated to provide all security services necessary or appropriate for the safe and secure use of the Licensed Premises and the ways immediately adjoining the Licensed Premises by Licensee and Licensee's agents, contractors, employees and invitees (collectively, "Agents"). Licensor shall have no responsibility or obligation in connection with such security and Licensee

17. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, with respect thereto. There shall be no presumption or standard of construction in favor of or against either party.

18. This Agreement cannot be modified in any respect whatsoever, in whole or in part, except by an instrument in writing executed by both Licensor and Licensee.

19. Licensor shall not in any way or for any purpose be deemed a partner, joint venturer, or member of any joint enterprise with Licensee.

20. The failure of a party to insist upon strict performance of any of the terms or provisions contained in this Agreement shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms or provisions contained herein by the same party.

21. If either party is composed of more than one person, each such person shall be jointly and severally liable hereunder.

22. Each and every term or provision of this Agreement shall be construed to be a separate term or provision and shall be valid and enforceable notwithstanding the fact that any other term or provision shall have been found or declared invalid and unenforceable.

23. Each party hereby waives and releases all rights to trial by jury in any action or proceeding brought by either party against the other (or its Related Parties) on any matters whatsoever arising out of, or in any way connected with, this Agreement.

24. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument, and shall be effective upon execution and delivery of one or more of such counterparts by each of the parties. Facsimile signatures shall be deemed to constitute original signatures.

25. Time is of the essence.

Outlet Fireworks

an Idaho LLC

By: Scott Thomson

Name: SCOTT THOMSON

Title: Manager

New Albertson's, Inc.

An Ohio Corporation

By: Bradley R. Beckstrom

Name: Bradley R. Beckstrom

Title: Lead Counsel, Business Law

Master Christmas Trees Bid List

Store Number	Store Name	Address	Fireworks - 4th of July	
			Vendor	Quantity
130	Hailey	911 E. Main Street Hailey, ID 83333	Outlet	
138	17th Street	590 E. 17th Street Idaho Falls, ID 83401	Outlet	
139	Twin Falls	1221 Addison Ave East Twin Falls, ID 83301	Outlet	
159	4th & Benton	330 East Benton Pocatello, ID 83201	Outlet	
161	Five Mile & Ustick	10700 Ustick Boise, ID 83704	Outlet	
169	Parkcenter & Apple	909 East Parkcenter Blvd. Boise, ID 83706	Outlet	
176	Greenhurst & 12th	2400 12th Avenue Road Nampa, ID 83686	Outlet	
177	Eagle & McMillan	4700 No. Eagle Road Boise, ID 83719	Outlet	
189	36th & State	3614 W. State Street Boise, ID 83703	Outlet	
193	Vista & Overland	1653 S. Vista Ave. Boise, ID 83705	Outlet	
Total				

*KING'S AND ALBERTSON'S
INVENTORY LIST*

Product	Suggested Retail	Sale	Ca/Box Each
Fountains Cont.			
Happy Silvery Ftn. 18-4			
HN90 Ft. Asst 9" 18/4			
KillerBee 24/4			
Lg Jade Butterfly 36/4			
Large Happiness 36/6			
Moodance 92/2			
Open Flwr/Hap Bird 24/6			
Purple Storm 64/3			
Screamin Willy 96/6		3for	
Shogun Asst Ftn 48/6			
Small Happiness 72/6			
Strobe Light 6-40-5		bx	
XXXXXXXXXX			
XXXXXXXXXX			
WhisPhantom 96/6		3for	
#3 Cone 144			
#4 Cone 4/4/6			
Noveltys			
Aircraft Carrier 70-2			
Asst. Smoke Balls 20/12/6		bag 6	
Black Snakes 15/48		bx	
Crackling Ball 16/12/6		6pk	
Disco Flash 6/40/6			
Fun Snaps 6/50/50		4for	
Ground Bloom 20/12/6		12 for	
HandGrenade smk 12/48			
Hens Laying Eggs24/24			
Imperial Dragon 48/4			
Jumbo Crax Gr Bl 12/12/6		6 pck	
Jumping Jacks 20/48/12			
Large Camilla 20/12/6		bg6	
Large Golden Flwr 36/4			
Laser Flash 6/50/6			
Magic Whip 60/6 strips		box 6	
Mammoth XLSmoke 24/6			
Pagoda 144/1			
Party Poppers 20/72			
Spook Lights 6-40-5		bx	
Tank 40/12			
XXXXXXXXXX			
Sparklers			
#10 Color Sparklers 24/12/6			
Morning Glory 15/24/6			
Shogun Morning G 96/6		bag/6	
PUNKS 100/100	\$0.05		

stand Location:

Outlet FireworksLLc

Product	Suggested Retail	Sale	Ca/Box Each
Family Packs			
Kids Delight 24/1			
#1 Sun 18/1			
#2 Moon 12/1			
#4 Solar 6/1			
#5 Galaxy 4/1			
#5 Black Cat 4/1			
Great Night Extra 4/1			
Night Justice 4/1			
Revolution 12/1			
Sizzler 6/1			
Phantom Revenge 4/1			
Large Fountains			
Bee in a Thicket 12/1			
Electromagnetic Pulse 18/1			
Extra Spicy 6/1			
Frosty Mug of Beer 16/1			
Jumping Jelly Beans 24/1			
Man in the Moon 16/1			
Mongol's Campfire 12/1			
Mystic Rain 500 gr 8/1			
Psychedelic 4/1			
Rhythmn & Blue 4/1			
Thundersnow 12/1			
Worlds Highest Ft 18/1			
Worlds Strongest 18/1			
Medium Fountains			
Apache Fire Dance 18/1			
Asst. Floral 9/4 HN68			
Blue Me Away 24/1			
Fiery Ferrus Wheel 24/1			
Firecracker Fount 40/1			
Frisky Star Burst Ft. 36/1			
Howling Coyote 36/1			
Sky Lanterns Colors 36-1			
Lava Lamp 24/1			
OHH So Good 18/1			
Pearl of the Orient 24/1			
Rata Tat Tat 36/1			
Sky Lanterns 36/1			
Wild Fire 36/1			
Small Fountains			
Asst. 1" Fo. 10/40/5		bx	
Cool Ftn 24/4			
Cuckoo 24/6			
Dancing Butterfly 36/6			
Funky Ftn. 24/4			

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
TELEPHONE: (205) 854-5806

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
FAX: (205) 854-5899

CERTIFICATE OF INSURANCE

NO. 280133

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000003209-22-1104

NAMED INSURED Outlet Fireworks LLC
1619 Brookfield Ct.
Twin Falls, Idaho 83301

POLICY TERM April 1, 2012 to April 1, 2013; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: Occurrence Basis Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$5,000,000 general aggregate, \$5,000,000 products/completed operations aggregate
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS The sale of consumer fireworks (1.4G) and related products at the insured location.

It is certified that, if named below, this policy includes as Additional Insureds 1) the operator of the Insured retail fireworks location and/or 2) the owner of the property on which the Insured location is situated and/or 3) the licensing authority issuing a permit or license for the insured location and/or 4) an entity for which coverage is required by written contract.

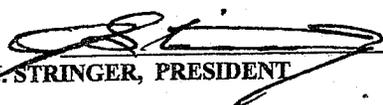
**NAME(S) OF
ADDITIONAL INSURED(S)** NEW ALBERTSON'S INC.
911 E. MAIN ST
HAILEY, ID 83333

CITY OF HAILEY AND OFFICIALS ACTING IN THEIR OFFICAL CAPACITY

**ADDRESS OF
INSURED LOCATION** 911 E. MAIN ST
HAILEY, ID 83333

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.


A.J. STRINGER, PRESIDENT

May 23, 2012
DATE OF ISSUE

283



HAILEY FIRE DEPARTMENT

APPLICATION FOR SAFE AND SANE FIREWORKS PERMIT

PLEASE RETURN THE COMPLETED APPLICATION FORM WITH THE FOLLOWING ITEMS BEFORE JUNE 1ST:

- \$100.00 PERMIT FEE
- \$50.00 INSPECTION FEE includes required Pre-Installation Inspection, Installation Inspection and Clean-Up Inspection. Any subsequent inspections may be subject to additional inspection fees as outlined in the Hailey Fire Dept. Permit Fee Schedule.
- COMPLETE LIST OF FIREWORKS TO BE SOLD
- LEGAL DESCRIPTION AND SITE PLAN WITH REQUIRED SETBACKS OF FIREWORKS SALE LOCATION
- WRITTEN PROOF OF OWNERSHIP OR AUTHORIZATION TO USE PROPERTY FOR FIREWORKS SALES
- CERTIFICATE OF INSURANCE (5.24.090) ONE HUNDRED THOUSAND DOLLARS PER OCCURANCE
- \$100.00 CLEAN-UP BOND (5.24.080)

APPLICANT'S FULL NAME: Bruce Weaver 208-734-5051
 BUSINESS NAME: (if applicable) Outlet Fireworks LLC
 PHYSICAL ADDRESS OF APPLICANT: 1619 Brookfield Ct Twin Falls, Id 83301
 MAILING ADDRESS OF APPLICANT: 1619 Brookfield Ct Twin Falls, Id 83301
 (IF DIFFERENT FROM ABOVE)
 APPLICANT PHONE: 208-734-5051 DATE OF BIRTH: 12 / 13 / 47
 APPLICANT'S STATE SALES TAX PERMIT NUMBER: 002568351-S
 PROPOSED LOCATION OF FIREWORKS STAND: 616 Main St Hailey Id.
 PROPERTY OWNER NAME: Tom King
 PROPERTY OWNER MAILING ADDRESS: Valley Wholesale Co. 1650 W Redline Blvd 83301
 PROPERTY OWNER PHONE: 208-678-3975

Please attach the names, addresses and phone numbers of Principal Officers, Trustees, and or Directors if any, of the Applicant. Bruce Weaver 1619 Brookfield Ct Twin Falls Id. 83301

I declare under penalty of perjury that the above information contained herein is to the best of my knowledge and belief true and correct. I further declare that I have read the rules and regulations which concern the retail sale and storage of fireworks in the City of Hailey and will abide by the contents therein.

Bruce Weaver
Signature

Partner
Title

Bruce Weaver
Printed Name

5-24-12
Date

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
TELEPHONE: (205) 854-5806

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
FAX: (205) 854-5899

CERTIFICATE OF INSURANCE

NO. 280143

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000003209-22-1104

NAMED INSURED Outlet Fireworks LLC
1619 Brookfield Ct.
Twin Falls, Idaho 83301

POLICY TERM April 1, 2012 to April 1, 2013; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: Occurrence Basis Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$5,000,000 general aggregate, \$5,000,000 products/completed operations aggregate
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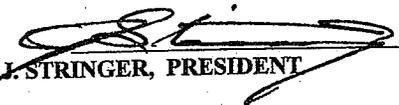
It is certified that, if named below, this policy includes as Additional Insureds 1) the operator of the Insured retail fireworks location and/or 2) the owner of the property on which the Insured location is situated and/or 3) the licensing authority issuing a permit or license for the insured location and/or 4) an entity for which coverage is required by written contract.

NAME(S) OF ADDITIONAL INSURED(S) KINGS STORES
616 MAIN ST
HAILEY IDAHO 83333

ADDRESS OF INSURED LOCATION 616 MAIN ST
HAILEY IDAHO 83333

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

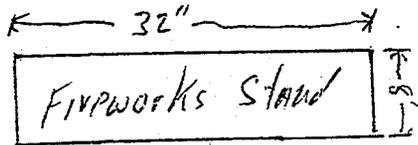
DRAYTON INSURANCE BROKERS, INC.


A.J. STRINGER, PRESIDENT

May 23, 2012
DATE OF ISSUE

King's Store
616 MAIN ST

Parking Area



MAIN Street

Lease Contract

Tom King: Kings Stores as lessor and Outlet Fireworks LLC as Lessee herewith agree as follows:

1. Lessor herewith represents that (he) (she) (it) owns or controls the use of the parking lot or other unoccupied or commonly occupied premises at see Schedule A.

2. Outlet Fireworks LLC or assigns is herewith granted the exclusive rights to establish a stand on said premises for the retail sales of fireworks during the period of 6-21 through 7-6-2011 and 2012. The parties will agree on the precise location of the stand on the premises and Outlet Firework's or assigns may enter and utilize the property for erection of said stand.

2.1 Lease is for one (1) stand or structure per location only.

3. Lessor shall be named as an additional insured on lessee's liability insurance covering the erection and operation of the stand. Lessee will furnish Lessor with certification thereof so as to hold Lessor harmless from any claims arising from maintenance or operation of the stand.

3.1 Lessee to provide license issued by the State Fire Marshall.

3.2 Certificate of liability insurance in the amount of \$1,000,000 for each location.

4. Outlet Fireworks or assigns will pay all costs involved in erection, maintenance, and operation of the stand and Lessor shall be completely free of any and all such costs. Outlet Fireworks LLC or assigns will vacate premises promptly and leave premises in clean condition.

5. In consideration for the grant of this land lease. Outlet Fireworks LLC agrees to pay Lessor - see Schedule A - Certification will be provided upon request of Lessor.

P. 2

2087345051

PSC 2410X1

FEB - 4 2011
[Signature]

6. This land lease may be canceled by either party upon 60 days written notice in the event of a sale of the property of the construction of a building on the property that would interfere with the sale of fireworks or the otherwise undesirable to the tenants of the new building. The maximum liability for any contingency will be the return of the lease or deposit money for any one year.

7. In the event governmental bodies prohibit the selling of fireworks on the property of the described above, this lease shall become null and void. Lessor will refund any deposits or payments for the current and future years.

Dated this 2 day of February, 2011

Outlet Fireworks LLC
1619 Brookfield Ct
Twin Falls, Idaho 83301
208-734-5051
Fax: SAAB

Tom Ewey

(Please Print)

FEB - 4 2011
[Signature]

BY *Eric Weaver*
Lessee

BY *[Signature]*
Lessor
FEB - 4 2011
[Signature]

208
17345051

Schedule "A"

Outlet Fireworks
LLC
1619 Brookfield Ct
Twin Falls, Idaho
83301

King Stores
Proposal for 2011
and 2012

Location	Lease amount
Rupert	
Hailey	
Nampa	
Emmett	
Gooding	
Buhl	
Total	

10th EARLE ID.

FEB - 4 2011

JL

2012 will have a 7% over all increase.
Any new locations will be negotiated.
At that time locations not in service will
be renegotiated.

AGENDA ITEM SUMMARY

DATE: 06-18-12 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: SK

SUBJECT:

Request approval for Northern Rockies Folk Festival, will be held at Hop Porter Park on Friday, August 3rd 2012 from 9:00 a.m. and 11:00 p.m. and Saturday, August 4, 2012 from 6:00 p.m. to 11:00 p.m.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
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)

<input type="checkbox"/> City Administrator	<input type="checkbox"/> Library	<input type="checkbox"/> Benefits Committee
<input type="checkbox"/> City Attorney	<input type="checkbox"/> Mayor	X Streets
<input type="checkbox"/> City Clerk	X Planning	<input type="checkbox"/> Treasurer
X Building	X Police	<input type="checkbox"/> _____
X Engineer	<input type="checkbox"/> Public Works, Parks	<input type="checkbox"/> _____
X Fire Dept.	<input type="checkbox"/> P & Z Commission	<input type="checkbox"/> _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

- Certificate of Insurance will need to be submitted.
- Amplified Sound Permit

Motion to approve the Northern Rockies Folk Festival 2012 and authorize the Mayor to sign.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only)

DECISION

Based on the Application for a Special Event Permit for the 2012 Northern Rockies Folk Festival 2012, 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.

Other Conditions

- Declaration of Insurance will need to be submitted.
- Amplified Sound Permit must be submitted.

DATED this 18th day of June, 2012.

CITY OF HAILEY

By: _____
Fritz Haemmerle, its Mayor

ATTEST:

Mary Cone, City Clerk

AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the 2012 Northern Rockies Folk Festival that will occur on August 3, 2012 from 6:00 p.m. to 11:00 p.m. and August 4, 2012 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

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

that such costs may be deducted from a service security 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 18th day of June, 2012.

APPLICANT:

By: _____

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

CITY OF HAILEY:

By: _____

Fritz Haemmerle, 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 2012
PJ

SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Northern Rockies Folk Festival

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

EMAIL TO DEPT HEADS: 4-4-12
HFD: OK CERT INSURANCE: _____
HPD: OK STR CLOSURE: NO
HBLDG: OK BARRICADE MAP: Yes
HENG: OK CATERING PERMIT: _____
HPD SEC: NO AMPL PERMIT: _____
SIGN PERMIT: NO

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
Fri 8/3/12	Start Time: 0600 End Time: 11 pm	One Hour Interval: All Day: 2000
Sat 8/4/12	Start Time: 0900 End Time: 11 pm	One Hour Interval: All Day: 2000
Date of Set-Up		
thur. 8/2/12	Start Time: 0900 End Time: 1700	
Date of Tear Down		
Sat. 8/4/12	Start Time: 11 pm End Time: 1 Am	

IV. FEES

Special Event Permit Application Fee	\$125	<input checked="" type="checkbox"/>	<u>125</u>
Per Day Park Rental Fee	\$200	<input type="checkbox"/>	<u>Waived per Ordinance</u>
Security Deposit	\$500	<input type="checkbox"/>	<u>per Ordinance</u>
Tax (on park rental fees only)	6%	<input type="checkbox"/>	<u>No longer Required</u>
TOTAL DUE			<u>125</u>
Additional Deposit Required		<input type="checkbox"/>	

V. ORGANIZATION INFORMATION Peter Kramer president

Applicant's Name: Krista Gehrke Title: treasurer

Mailing Address: PO Box 2840 Hailey Zip Code: 83333

Street Address: _____ City: Hailey State: ID

Day Telephone: 720 3837 Evening Telephone: 720-3837

FAX Number: 788 9852 E-Mail Address: pk@flyfma.com

Applicant Driver's License #: FA 105885F
Sponsoring Organization: Northern Rockies Folk Festival INC
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 35

Event Category: Commercial Noncommercial

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

Description of Event:
2 day music event
community and family gathering

Additional Details:
food vendors

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-Levitt Agent Name: Joyce Loos
Address: 715 Shoshone St. Twin Falls Phone: 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
	X	Street Closures & Access / Parade Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street. <i>Table a)</i> <i>Bullion and River St.</i>		X	Alcohol Served (Free of Charge) (name of provider)
			X		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 <i>Security barricade</i> <i>11th & 12th</i>	X		Food/Beverages will be served (List Caterers):
	X	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s)) City of Hailey Fire Department, Fire Code Enforcement <i>Stage/Company</i>	#		Vendors items sold/ solicitation <i>TBD</i>
	X	Medical Services (Circle) First Aid and/or EMS Services Who is providing services? <i>Volunteers</i>			
	X	Security (detail who, number of officers, times. Attach plan) <i>Volunteer staff</i>	#		Booths: <u>Profit/Non-Profit</u>
	X	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.) <i>re: # 1 above</i>			Lighting plan: attach plan <i>Stage</i>
	X	Electricity / Generators (Size <i>on site</i>) Attach detailed electrical plan.			Activities / Entertainment (Agenda) Other equipment or entertainment
					Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	X	Water Drinking / Washing (circle) <i>on site</i>			Stages (Number and Size(s)) <i>1 60x30</i>
	X	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#		Barricades. How many identify locations and attach logistics map <i>20</i>
	X	Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations) <i>Clearcreek</i>	#		EVENT estimated attendance <i>2000/day</i>
	X	Porta Toilets / Wash Stations (Quantity ADA Regular) <i>20 2 18 Clear creek</i>	#		Number of staff working event <i>14</i>
			#		Number of volunteers working <i>55</i>

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: *Krista Lehke* Date: *2/17/12*

RESOLUTION NO. 2011 - 17

A RESOLUTION OF THE HAILEY CITY COUNCIL ENACTED PURSUANT TO HAILEY MUNICIPAL CODE CHAPTER 12.12, PROVIDING EXEMPTION OF FEES ASSESSED FOR THE RESERVATION OF CITY PARKS FOR CERTAIN SPECIAL EVENTS.

WHEREAS, the City of Hailey has adopted Chapter 12.14 of the Hailey Municipal Code which sets out procedures and requirements for special events held in the City of Hailey;

WHEREAS, Section 12.14.070(1) of the Hailey Municipal Code states events that meet certain criteria may be exempted from the per diem fee assessed for special events held in a city park by resolution of the City Council;

WHEREAS, the criteria stated in Section 12.14.070(1)(a) include non-profit events that have been annual events within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators and are promoted locally and regionally within the state and the northwest; and

WHEREAS, the following events meet the criteria stated in Section 12.14.070(1)(a):

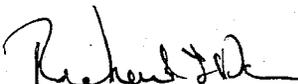
- Northern Rockies Folk Festival
- Hailey 4th of July Parade and Fireworks
- Trailing of the Sheep Festival

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hailey, Idaho that the following events are exempt from payment of the per diem fee assessed for special events held in a city park:

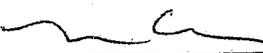
1. Northern Rockies Folk Festival
2. Hailey 4th of July Parade and Fireworks and ancillary activities included on the special events application that may be held a city park.
3. Trailing of the Sheep Festival Folklife Fair

This exemption does not apply to other applicable application fees, per diem, or service fees associated with the special event.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS 27th DAY OF JUNE, 2011.


Richard L. Davis
Mayor City of Hailey

ATTEST:


Mary Cone, City Clerk

