

AGENDA ITEM SUMMARY

DATE: 10/12/2009

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: _____

SUBJECT:

Summary of Hailey Ordinance No. 1034

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a summary of Hailey Ordinance No. 1034, which amended some of the on-site parking requirements.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Case # _____
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	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___ _____
___ Safety Committee	___ P & Z Commission	___ Police	___ _____
___ Streets	___ Public Works, Parks	___ Mayor	___ _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Make a motion to approve the summary of Hailey Ordinance No. 1034.

FOLLOW-UP REMARKS:

SUMMARY OF HAILEY ORDINANCE NO. 1034

The following is a summary of the principal provisions of Ordinance No. 1034 of the City of Hailey, Idaho, duly passed and adopted September 28, 2009, by the City Council and Mayor of the City of Hailey:

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING ARTICLE 9 OF HAILEY'S ZONING ORDINANCE, ORDINANCE NO. 532, BY AMENDING SECTION 9.3, TO CHANGE OFF-STREET TO ON-SITE AND TO ESTABLISH DIMENSIONS FOR ON-SITE PARKING SPACES; AMENDING SECTION 9.4, TO ALLOW FOR A LIMITED NUMBER OF OFF-STREET COMPACT PARKING SPACES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

Hailey Ordinance No. 1034 amends the Hailey Zoning Ordinance No. 532, as follows:

Section 1 amends Section 9.3 of Hailey Zoning Ordinance No. 532 by establishing on-site parking dimensions for angled, parallel, ADA and compact car parking.

Section 2 amends Section 9.4 of Hailey Zoning Ordinance No. 532 by clarifying that parking space requirements apply to on-site parking and by allowing up to 25% of on-site parking spaces to be compact parking spaces with a maximum of five compact spaces.

Section 3 provides for a severability clause.

Section 4 provides for a repealer clause.

Section 5 provides for an effective date of the ordinance.

The full text of Ordinance No. 1034 is available at Hailey City Hall at 115 South Main Street, Suite H, Hailey, Idaho 83333 and will be provided to any citizen upon request during regular business hours.

CERTIFICATION OF CITY ATTORNEY

I, the undersigned Attorney at Law, as attorney for the City of Hailey, Idaho, hereby certify that I have read the foregoing summary of Ordinance No. 1034 of the City of Hailey, that I have compared it to the full text of Ordinance No. 1034, and that in my opinion, the above summary is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this ____ day of October, 2009.

Ned Williamson, Hailey City Attorney

Publish: Idaho Mountain Express, October ____, 2009.

AGENDA ITEM SUMMARY

DATE: 10/12/09 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for Skate Jam Special Event on 10/24/09, at the Skate Park.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Chapter 12.14
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

On 09/19/09 this event was held per administrative approval by Mary Cone, City Clerk. The condition was for no amplified sound that could be heard outside of 50ft.

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 Attorney	<input checked="" type="checkbox"/> Clerk / Finance Director	<input type="checkbox"/> Engineer	<input checked="" type="checkbox"/> Building
<input type="checkbox"/> Library	<input checked="" type="checkbox"/> Planning	<input checked="" type="checkbox"/> Fire Dept.	
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input checked="" type="checkbox"/> Police	<input type="checkbox"/> Streets
<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Parks	<input type="checkbox"/> Mayor	

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Special Event Heads approved and submitted recommendations. Recommendations/conditions are listed on the attached Decision document.

FOLLOW-UP REMARKS:



#6057

SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Skate Jam at Hailey Skate Park (fundraiser for new skate plaza)

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

Hailey Skate Park
on 9/19/09 - 10/31/09 + 24
~~Every~~ Saturday

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.**

Saturday

Date(s) of Event	Hours	Estimated # of Attendees
9/19/09 to 24	Start Time: 11:00 AM End Time: 2:00 pm	One Hour Interval: 50-100 All Day: 100
10/3/09	Start Time: End Time:	One Hour Interval: All Day:
Date of Set-Up	Saturdays 9/19-10/31	
	Start Time: 8:00 AM End Time: 11:00 AM	
Date of Tear Down		
	Start Time: 2:00 pm End Time: 3:00 pm	

IV. FEES

Special Event Permit Application Fee \$125 125-

Per Day Park Rental Fee \$200 _____

Security Deposit \$500 on file w/ YAK #6137

Tax (on park rental fees only) 6% _____

TOTAL DUE

Additional Deposit Required _____

727-7092
+ Beeki Keeter
w/ Hailey Parks Foundation

V. ORGANIZATION INFORMATION

Applicant's Name: Kelly Nicholson (YAK!) Title: YAK! Coordinator

Mailing Address: 417 N Main Hailey, ID 83333 Zip Code: 83333

Street Address: _____ City: _____ State: _____

Day Telephone: 208-727-8735 Cell: _____ Evening Telephone: 816-935-5737

FAX Number: _____ E-Mail Address: nicholsk@slrvc.org

Applicant Driver's License #: FA131176D
Sponsoring Organization: St. Lukes YAK! and Hailey Parks and Recreation
Non-Profit: Yes No Tax Exempt #: on file
Federal Tax #: _____ State Tax #: _____

VI. EVENT INFORMATION

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

Event Category: Commercial Noncommercial

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

Description of Event:
Skate jam fundraiser for new skate plaza for all ages
BBQ sales, Raffle drawings, Amplified Announcements
& MUSIC. Will have city liability waiver signed by each
participant or Guardian.

Additional Details:

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: on file Agent Name: _____
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.		<input checked="" type="checkbox"/>	Alcohol Served (Free of Charge) (name of provider)
	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
	<input checked="" type="checkbox"/>	Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods	<input checked="" type="checkbox"/>		Food/Beverages will be served (List Caterers): <i>John Casey grilling hotdog/hamburgers</i>
#	<input checked="" type="checkbox"/>	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s)) City of Hailey Fire Department, Fire Code Enforcement	#		Vendors items sold/ solicitation <i>to sell for fundraiser</i>
<input checked="" type="checkbox"/>		Medical Services (Circle) First Aid and/or EMS Services Who is providing services? <u>HFD</u>		<input checked="" type="checkbox"/>	
#	<input checked="" type="checkbox"/>	Security (detail who, number of officers, times. Attach plan)	#	<input checked="" type="checkbox"/>	Booths: Profit / Non-Profit
	<input checked="" type="checkbox"/>	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		<input checked="" type="checkbox"/>	Lighting plan: attach plan
#	<input checked="" type="checkbox"/>	Electricity / Generators (Size _____) Attach detailed electrical plan.	<input checked="" type="checkbox"/>		Activities / Entertainment (Agenda) Other equipment or entertainment <i>Music plugged into PA</i>
				<input checked="" type="checkbox"/>	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	<input checked="" type="checkbox"/>	Water Drinking / Washing (circle)		<input checked="" type="checkbox"/>	Stages (Number and Size(s) _____)
	<input checked="" type="checkbox"/>	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#	<input checked="" type="checkbox"/>	Barricades. How many identify locations and attach logistics map
	<input checked="" type="checkbox"/>	Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#		EVENT estimated attendance <i>25-50-100</i>
#	<input checked="" type="checkbox"/>	Porta Toilets / Wash Stations (Quantity ADA Regular)	#	<i>2</i>	Number of staff working event <i>2</i>
<i>1</i>		<i>Mike CCD Authorization</i>	#	<i>10-20</i>	Number of volunteers working

Friday Extra DUMP AS Needed For This event

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.

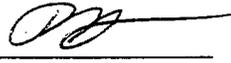
Event Organizer's Signature: _____

Kelly Dickson
John Dickson

Date: _____

9/18/09 5

AGENDA ITEM SUMMARY

DATE: 10/12/09 DEPARTMENT: Public Works DEPT. HEAD SIGNATURE: 

SUBJECT:

Request approval for WRHS Homecoming Parade Special Event on 10/14/09.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code Chapter 12.14
(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 Attorney	<input checked="" type="checkbox"/> Clerk / Finance Director	<input type="checkbox"/> Engineer	<input checked="" type="checkbox"/> Building
<input type="checkbox"/> Library	<input checked="" type="checkbox"/> Planning	<input checked="" type="checkbox"/> Fire Dept.	
<input type="checkbox"/> Safety Committee	<input type="checkbox"/> P & Z Commission	<input checked="" type="checkbox"/> Police	<input type="checkbox"/> Streets
<input checked="" type="checkbox"/> Public Works	<input type="checkbox"/> Parks	<input type="checkbox"/> Mayor	

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Special Event Heads approved with recommendations. Recommendations/conditions are listed on the attached Decision document.

FOLLOW-UP REMARKS:



SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: WRHS Homecoming Parade #6266

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
WRHS - Spruce Street Main/ Highway 75 Elm to W.S.

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
	Oct. 14, 2009	Start Time: 2:30	End Time: 3:15
	Start Time:	End Time:	One Hour Interval: All Day:
Date of Set-Up			
na	Start Time:	End Time:	
Date of Tear Down			
na	Start Time:	End Time:	

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"/>	_____
Security Deposit	\$500	<input type="checkbox"/>	_____
Tax (on park rental fees only)	6%	<input type="checkbox"/>	_____
TOTAL DUE			_____
Additional Deposit Required		<input type="checkbox"/>	_____

V. ORGANIZATION INFORMATION

Applicant's Name: Wood River High School Title: contact: Jeannie Bradshaw
 Mailing Address: 1250 Fox Acre Rd Zip Code: 83333
 Street Address: 1250 Fox Acre Rd City: Hailey State: ID
 Day Telephone: 208-578-5020 Evening Telephone: 208-788-4459
 FAX Number: 208-578-5120 E-Mail Address: jbradshaw@blaineschools.o

Applicant Driver's License #: _____
 Sponsoring Organization: Wood River High School
 Non-Profit: Yes No Tax Exempt #: -
 Federal Tax #: 82-6001220 State Tax #: -

VI. EVENT INFORMATION

New Event: Yes No Annual Event: Yes No Years Operating _____
 Event Category: Commercial Noncommercial
 Estimate of Gross Ticket Sales & Revenues (commercial event only): 0

Description of Event:
see attached - Parade Homecoming 2009

Additional Details:

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: Moreton & Co. - Idaho Agent Name: Allan Ranstrom
 Address: POBx 191030 Boise ID Phone: 208-321-9300

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"/>				<input checked="" type="checkbox"/>	Alcohol Sold Requires Alcohol Beverage Catering Permit (Halley Code 5.13)
		Street Closures & Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods		<input checked="" type="checkbox"/>	Food/Beverages will be served (List Caterers):
#	<input checked="" type="checkbox"/>	Canopies/Tents/Membranes/Temporary Structures (Number & Size(s)) City of Halley Fire Department, Fire Code Enforcement	#		Vendors items sold/ solicitation
	<input checked="" type="checkbox"/>	Medical Services (Circle) First Aid and/or EMS Services Who is providing services? _____		<input checked="" type="checkbox"/>	
#	<input checked="" type="checkbox"/>	Security (detail who, number of officers, times. Attach plan)	#	<input checked="" type="checkbox"/>	Booths: Profit / Non-Profit
50	<input checked="" type="checkbox"/>	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)		<input checked="" type="checkbox"/>	Lighting plan: attach plan
#	<input checked="" type="checkbox"/>	Electricity / Generators (Size _____) Attach detailed electrical plan.		<input checked="" type="checkbox"/>	Activities / Entertainment (Agenda) Other equipment or entertainment
	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
	<input checked="" type="checkbox"/>	Water Drinking / Washing (circle)		<input checked="" type="checkbox"/>	Stages (Number and Size(s)) _____
	<input checked="" type="checkbox"/>	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	#		Barricades. How many identify locations and attach logistics map
	<input checked="" type="checkbox"/>	Sanitation -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#	2000	EVENT estimated attendance
#	<input checked="" type="checkbox"/>	Porta Toilets / Wash Stations (Quantity ADA Regular _____)	#	50	Number of staff working event
			#		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 Halley, 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 Halley 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 Halley, its agents or employees are jointly negligent. I further agree to promptly reimburse the City of Halley 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: Jessie Bradshaw Date: 9-4-09

7/15/2009

BLAINECOU

Client#: 332

DATE (MM/DD/YYYY)
08/25/09

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Moreton & Company - Idaho
P.O. Box 191030
Boise, ID 83719
208 321-9300

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.

INSURERS AFFORDING COVERAGE
INSURER A: Continental Casualty Company

NAIC #

INSURED
Blaine County School District #81
118 W Bullion St
Hailey, ID 83333-8425

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 MOD/LTR, INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	313220356	07/01/09	07/01/10	EACH OCCURRENCE \$2,000,000
	DAMAGE TO RENTED PREMISES (EA OCC) \$100,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC				MED EXP (Any one person) \$1,000
	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				PERSONAL & ADV INJURY \$2,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				GENERAL AGGREGATE \$5,000,000
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				PRODUCTS - COMP/OP AGG \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				COMBINED SINGLE LIMIT (EA accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
					EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					WC STATUTORY LIMITS OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The Certificate Holder is an Additional Insured as respects to a school sponsored Homecoming Parade to be held October 14, 2009

CERTIFICATE HOLDER

City of Hailey
115 South Main Street
Hailey, ID 83333

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NONCONTRACTOR'S ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an Insured any person or organization (called additional Insured) described in paragraphs A.1. through A.7. below whom you are required to add as an additional Insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; or
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

Only the following persons or organizations are additional Insureds under this endorsement and coverage provided to such additional Insureds is limited as provided herein:

1. ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS

A state or political subdivision subject to the following provisions:

(a) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

(b) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising

injury" arising out of operations performed for the state or municipality.

2. ADDITIONAL INSURED - CONTROLLING INTEREST

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional Insured.

3. ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional Insured.

4. ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE OR RECEIVER

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional Insured.

5. ADDITIONAL INSURED - OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership,

maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

6. ADDITIONAL INSURED - CO-OWNER OF INSURED PREMISES

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

7. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (a) To any "occurrence" which takes place after the equipment lease expires; or
- (b) To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs A.1, through A.7. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

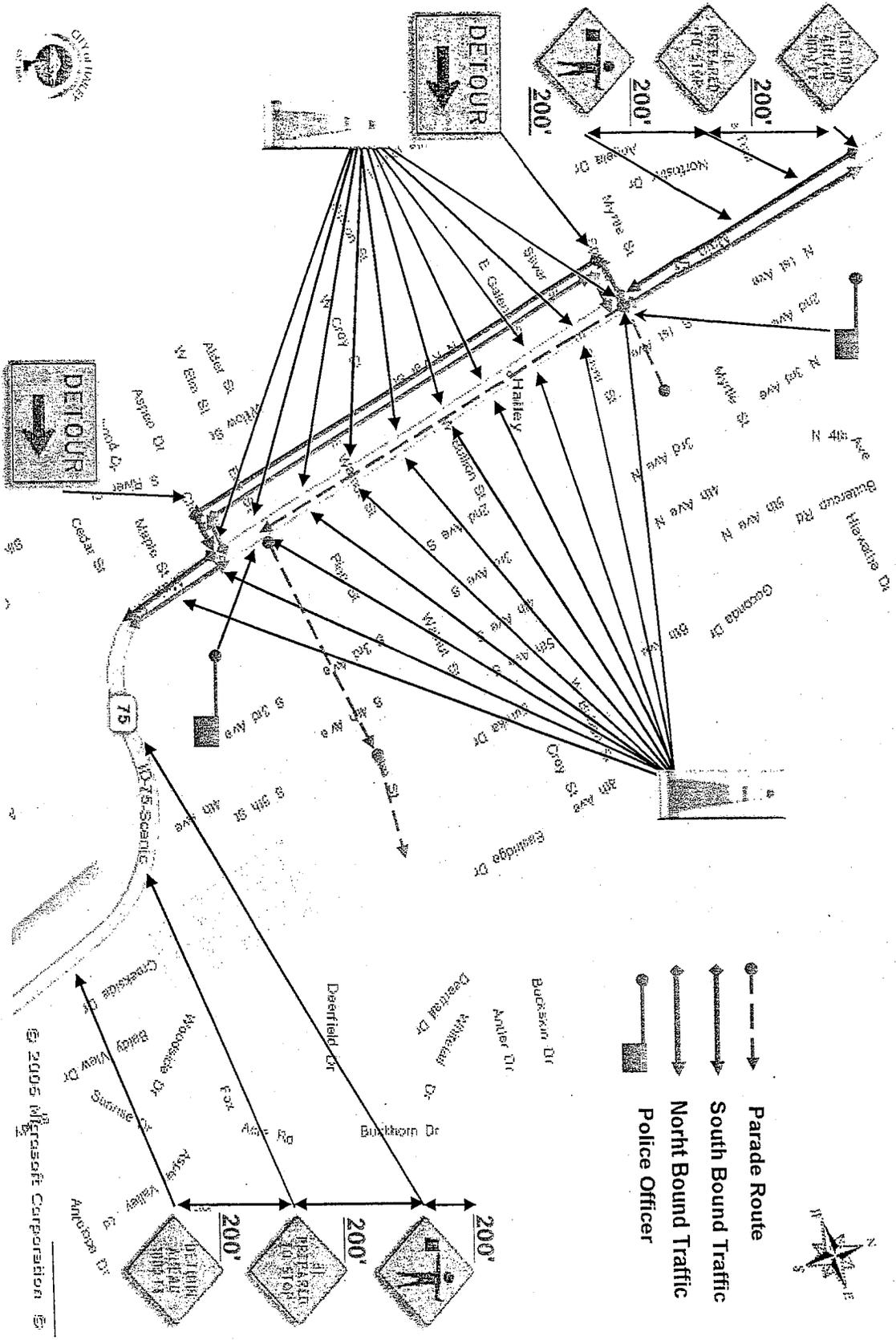
B. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

HAILEY Homecoming parade 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



AGREEMENT FOR A SPECIAL EVENT ON STATE HIGHWAYS

THIS AGREEMENT, made and entered into this _____ day of _____, 2009 (year), by and between the Idaho Transportation Department, hereafter called the "Department," and Wood River High School, whose address is: 1250 Fox Acre Rd. and phone number is: 208-578-5120, hereafter called the "Sponsor," and as used herein denotes singular or plural thereof.

WHEREAS, the Sponsor proposes to conduct a Parade (Homecoming) event called the Homecoming Parade 2009 (Name of event), (parade, bike race, etc.) Located in Hailey (County and/or City)

on Highway 75 from Milepost Southwest to Milepost North ^{Within city limits} through town to Elm to Deerfield to Fox Acre Rd.

on the following date(s) October 14, 2009, 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 _____ on _____ (at least a week prior to the event) for a traffic control briefing.

Appoint a "Liaison" Officer

Herein named Kelly Schwary name
6011 Annette Dr Hailey address
309-1365 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:

Deanne Bradshaw
Deanne Bradshaw

(Sponsor/Authorized Representative)

208-578-5020 ext 2270 (school)
208-788-4459 (home)

(Phone Number)

Representing:

Wood River High School

Date:

7/22/09

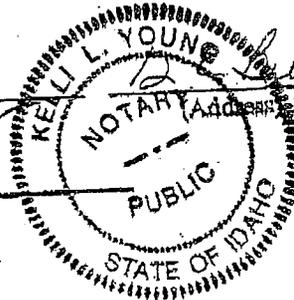
Notary for Sponsor:

Kelli L. Young
Kelli L. Young

(Notary Name)

Date:

8-22-2011
(Commission Expires)



Shelton Suite A 208-788-2130
Laurel, ID. (Phone Number)

Date:

7/22/09
(Agreement Signed)



HOLD HARMLESS RELEASE

WRHS BOSD #16 proposing to conduct an event called

(Sponsor) Homecoming Parade 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.

Marissa Bandshaw
Sponsor

July 22, 2009
Date

GENERAL RELEASE

I, WRHS/BORD #16 (herein referred to as "Participant")
(Print Name)

being of lawful age, and in consideration of participating in the
Homecoming Parade on 10/14/2009,
(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.

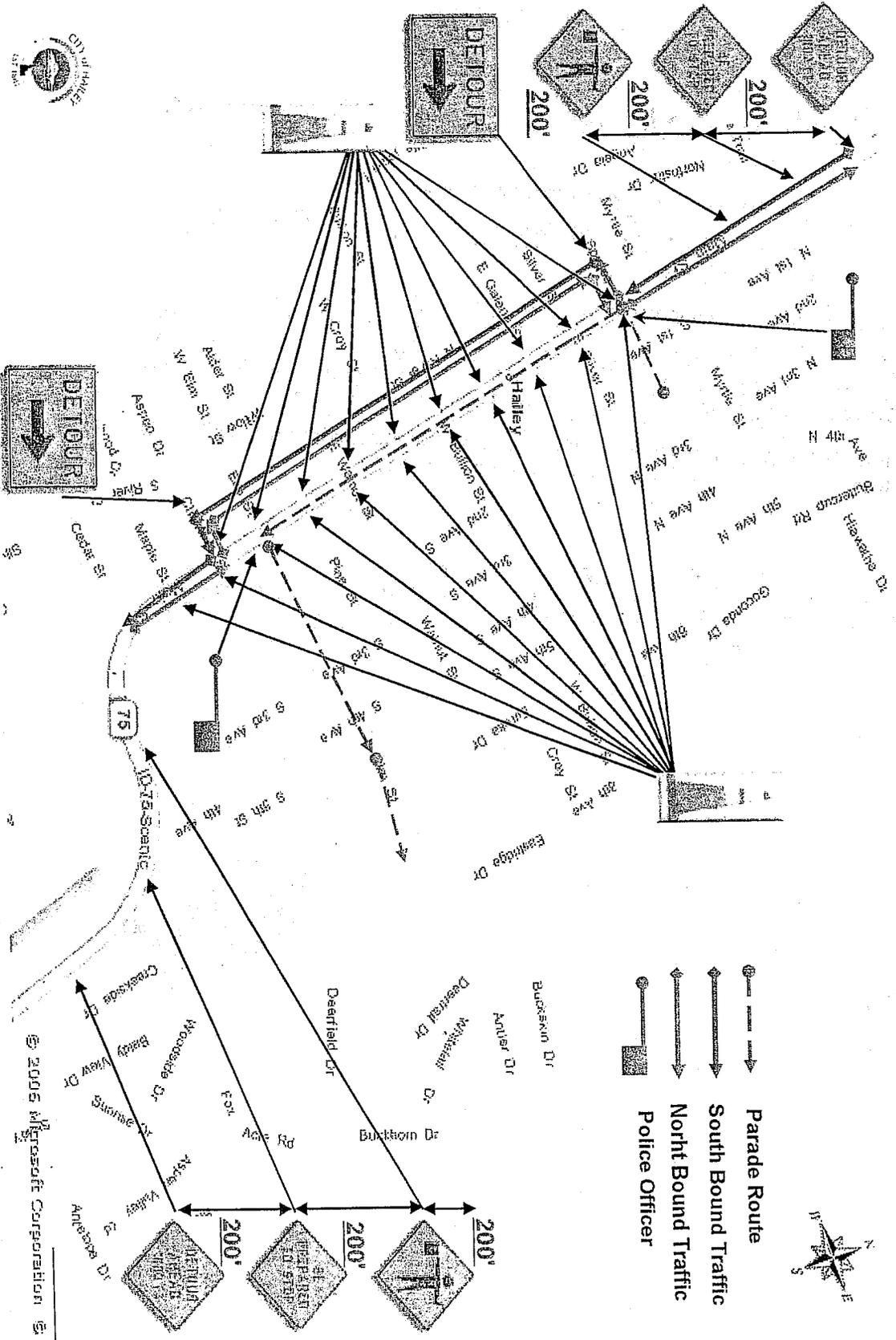
Participant certifies that he/she has carefully read the above provisions, and knows and understands the contents, and signs this General Release of his/her own free act.

Jessie Bradshaw
(Participant)

July 22, 2009
(Date)



HAILEY Homecoming parade TRAFFIC DETOUR ROUTE



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RECEIVED

September 29, 2009

Wood River High School
Jeannie Bradshaw
1250 Fox Acres Road
Hailey, ID 83333

RE: Wood River High School Homecoming Parade

Dear Jeannie:

This letter is to inform you that your request for use of State Highways for a special event has been approved. Enclosed is the agreement for the, Wood River High School Homecoming Parade scheduled October 14, 2009, on State Highway 75, from Spruce St., MP 116.84 to Elm St., MP 116.22.

Traffic control should be in conformance with the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES as adopted by the Idaho Transportation Department and/or manned by uniformed police officers.

We are returning a signed/approved copy of the agreement to you. If you have any questions call me at 886-7853. Good luck with the parade.

Sincerely,

ORIGINAL SIGNED BY:

DAVE JENSEN, TTS
D-4, Permit Coordinator

Enclosures

cc: Mayor Richard Davis, City of Hailey (115 Main Street S., Hailey, ID 83333)
Cpt. Kedrick Wills, Idaho State Police (218 West Yakima Jerome, ID 83338-5904)
Sheriff Walt Femling, Blaine County (1650 Aviation Drive, Hailey, ID 83333)
Chief of Police Jeff Gunter, City of Hailey (115 Main Street S., Hailey, ID 83333)

