AGENDA ITEM SUMMARY

DATE: 04/25/11  DEPARTMENT: Public Works  DEPT. HEAD SIGNATURE:  

SUBJECT:  
Request approval for 2011 Summerfest Kids Carnival Special Event

*** Venue and name change from previous years' Springfest / SVMA Kids Carnival (These two events are now combined into one.)
At Carbonate W from Main to 1st Ave N as an L shaped street closure with parking barricaded from 1st to Main on Bullion, on June 04, 2011 from 1pm – 5pm.

AUTHORITY: □ ID Code ________  □ IAR ___________  □ City Ordinance/Code ________
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

- The representative believes there may be 1500 – 2000 people attending all day.
- There will be amplified live music.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

___ City Attorney  ___ Clerk / Finance Director  ___XXEngineer  ___XX Building
___ Library  ___XX Planning  ___XXFire Dept.  
___ Safety Committee  ___XX P & Z Commission  ___XXPolice  
___XX Streets  ___XXPublic Works, Parks  ___Mayor  

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads approved with the following conditions:

- Organizer must give a 14 day notice in writing to the surrounding businesses and residents of their upcoming event.
- Organizer must set up barricades according to the attached map and maintain an emergency services twenty foot (20') right of way.
- Organizer must provide their own type 1 MUTC compliant barricades or may borrow from the Street Department, if available.
- Seven (7) Portable Restrooms will need to be provided with a minimum of one being handicapped accessible.
- Dumpsters/trash and recycle receptacles will need to be provided.
- Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- This special event is within the Business (B) zoning district and Arts & Entertainment is a permitted use.

FOLLOW-UP REMARKS:

- 99 -
AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Summerfest Kids Carnival that will occur on June 04, 2011 from 1:00 p.m. to 5:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 25th day of April, 2011.

APPLICANT:

By: _____________________________________________

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

CITY OF HAILEY:

By: _____________________________________________

Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

15/03/SPECIAL EVENT PERMIT (08/02/05)
Based on the Application for a Special Event Permit for the 2010 Summerfest Kids Carnival, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

**Standard Conditions**

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.

b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).

c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.

d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.

e. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of $1,000,000, with the City of Hailey as an additional named insured.

**Other Condition**

a. Organizer must give a 14 day notice in writing to the surrounding businesses and residents of their upcoming event.

b. Organizer must set up barricades according to the attached map and maintain an emergency services twenty foot (20') right of way.

c. Organizer must provide their own type 1 MUTC compliant barricades or may borrow from the Street Department, if available.

d. Seven (7) Portable Restrooms will need to be provided with a minimum of one being handicapped accessible.

e. Dumpsters/trash and recycle receptacles will need to be provided.

f. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.

g. This special event is within the Business (B) zoning district and Arts & Entertainment is a permitted use.

DATED this 25th day of April, 2011

CITY OF HAILEY

By: ________________________________

Rick Davis, its Mayor

ATTEST:

______________________________

Mary Cone, its City Clerk
SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Springfest Kids Carnival

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
1st ave and

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

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event</td>
<td>Start Time: 11:00  End Time: 5:00</td>
<td>One Hour Interval: 500  All Day:</td>
</tr>
<tr>
<td>Date of Set-Up</td>
<td>Start Time: 11:00  End Time: 6:00</td>
<td></td>
</tr>
<tr>
<td>Date of Tear Down</td>
<td>Start Time: 6:00  End Time: 6:00</td>
<td></td>
</tr>
</tbody>
</table>

IV. FEES
Special Event Permit Application Fee: $125
Per Day Park Rental Fee: $200
Security Deposit: $500
Tax (on park rental fees only): 6%

TOTAL DUE: $125.00

V. ORGANIZATION INFORMATION
Applicant’s Name: Hailey Chamber  Title:  
Mailing Address: P.O. Box 100 Zip Code: 83333
Street Address: 7065, Main City: Hailey State: ID
Day Telephone: 788-3484 Evening Telephone:  
FAX Number: 578-1595 E-Mail Address: anna@haileyidaico.com

7/15/2009  - 102 -
VI. EVENT INFORMATION

New Event: Yes ☑ No ☐ Annual Event: Yes ☑ No ☐ Years Operating 3

Event Category: ☐ Commercial ☑ Noncommercial

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

Description of Event: Summer Family celebration/one of school year. Bouncy castles, children activities, food, restaurant booths, live music.

Additional Details: Amplified music. Live music outside.

Such Valley Brewery.

VII. INSURANCE REQUIREMENTS

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

Insurance Company: Philadelphia Agent Name: Mark Miller
Address: PO Box 5567 Phone: 726 8866
Ketchum ID 83340

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 setup, canopies, stages, vendors, booths, and any other major services or activities planned.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td>Street Closures &amp; Access / Parade</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.</td>
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<tr>
<td>X</td>
<td></td>
<td>Street Closures &amp; Access / Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods.</td>
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<td></td>
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<td>Canopies/Tents/Membranes/Temporary Structures (Number &amp; Size(s) 6-10)</td>
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<td>City of Hailey Fire Department, Fire Code Enforcement.</td>
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<td></td>
<td>X</td>
<td>Medical Services (Circle) First Aid and or/ EMS Services</td>
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<td>Who is providing services?</td>
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<td>X</td>
<td>Security (detail who, number of officers, times. Attach plan)</td>
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<td>Booths: Profit / Non-Profit</td>
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<td>Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)</td>
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<td>X</td>
<td>Lighting plan: attach plan</td>
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<td>X</td>
<td>Electricity / Generators (Size Attach detailed electrical plan.)</td>
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<td></td>
<td>X</td>
<td>Activities / Entertainment (Agenda) Other equipment or entertainment</td>
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<td></td>
<td>X</td>
<td>Stages (Number and Size(s)</td>
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<td></td>
<td>X</td>
<td>Gray Water Barrel / Grease Barrel (circle / detail # and locations)</td>
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<td>#</td>
<td>Barricades. How many per map identify locations and attach logistics map</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>X</td>
<td>Sanitation (Trash bins, Dumpsters, Recycle (circle / detail # and locations)</td>
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<td></td>
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<td></td>
<td>#</td>
<td>Event estimated attendance 1500-2000</td>
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<td></td>
<td>X</td>
<td>Porta Toilets / Wash Stations (Quantity ADA Regular)</td>
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<td>#</td>
<td>Number of staff working event</td>
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<tr>
<td></td>
<td>#</td>
<td>Number of volunteers working</td>
<td></td>
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</tr>
</tbody>
</table>

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

Event Organizer’s Signature: [Signature] Date: 3/18/2011

7/15/2009
AGENDA ITEM SUMMARY

DATE: 04/25/11  DEPARTMENT: Public Works  DEPT. HEAD SIGNATURE:

SUBJECT:
Request approval for the Hailey's Main Street Antique Show special event. Event is scheduled to take place July 1-3, 2011.

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item #: ____________________________  YTD Line Item Balance $: ____________________________

Estimated Hours Spent to Date: ____________________________  Estimated Completion Date: ____________________________

Staff Contact: ____________________________  Phone #: ____________________________

Comments: ____________________________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

□ City Attorney  □ Clerk / Finance Director  □ XXEngineer  □ XX Building

□ Library  □ XXPlanning  □ XXFire Dept.

□ Safety Committee  □ XXP & Z Commission  □ XXPolice

□ XX Streets  □ XXPublic Works, Parks  □ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads approved with the following contingencies:

- Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- This special event is within the Business (B) zoning district and arts and entertainment is a permitted use.
- Declaration of Insurance coverage needs to be submitted.
- No parking or vendors on the sidewalks.
- At least two trash cans must be available due to the food vendors, along with appropriate recycle receptacles.

FOLLOW-UP REMARKS:

*
AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Hailey's Main Street Antique Show that will occur on July 1 - 3, 2011 from 9:00 a.m. to 7:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 25th day of April, 2011.

APPLICANT:

By: __________________________

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

CITY OF HAILEY:

By: __________________________

Rick Davis, its Mayor

ATTEST:

______________________________
Mary Cone, its City Clerk

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

15/03/SPECIAL EVENT PERMIT (08/02/05)
DECISION

Based on the Application for a Special Event Permit for the Hailey’s Main Street Antique Show, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

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

Other Condition

a. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
b. This special event is within the Business (B) zoning district and arts and entertainment is a permitted use.
c. Declaration of Insurance coverage needs to be submitted.
d. No parking or vendors on the sidewalks.
e. At least two trash cans must be available due to the food vendors, along with appropriate recycle receptacles.

DATED this 25th day of April, 2011

CITY OF HAILEY

By: ________________________________
    Rick Davis, its Mayor

ATTEST:

__________________________________
Mary Cone, its City Clerk

CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221
SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Hailey's Main Street Antique Show

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

Vacant Lot at 730 N Main Street - Hailey

III. EVENT SCHEDULE

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

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2, 3, 2011</td>
<td>Start Time: 9:00 am End Time: 7:00 pm</td>
<td>One Hour Interval: All Day: 100</td>
</tr>
<tr>
<td>Date of Set-Up</td>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
<tr>
<td>June 30-2011</td>
<td>Start Time: 6:00 am End Time: 11:00 pm</td>
<td></td>
</tr>
<tr>
<td>Date of Tear Down</td>
<td>Start Time: 4:00 pm End Time: 12:00 pm</td>
<td></td>
</tr>
</tbody>
</table>

IV. FEES

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

TOTAL DUE

Additional Deposit Required <

☐ $125.00
Deposit on File with City
$125.00

V. ORGANIZATION INFORMATION

Applicant’s Name: Dana Jo Cameron Title: Promoter
Mailing Address: 949 N Meridian Zip Code: 83350
Street Address: Same City: Rupert State: ID
Day Telephone: 312-4900 Evening Telephone: 532-4565
FAX Number: 532-4565 E-Mail Address: camcam@pmt.org

7/15/2009
VI. EVENT INFORMATION


Event Category: [ ] Commercial [X] Noncommercial

Estimate of Gross Ticket Sales & Revenues (commercial event only): [No tickets, individual vendors will sell their own merchandise]

Description of Event: Antiques- Collectibles- Crafts

Additional Details:

[Liability insurance renewal on 4/2/11 will send new insurance at that time.]

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: [Premiere Insurance] Agent Name: [Craig Casperson]

Address: [Box 6 - Twin Falls, ID] Phone: 734-1711 83381

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)
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.

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<th>Yes</th>
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<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
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</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td>Street Closures &amp; Access / Parade</td>
<td>X</td>
<td></td>
<td>Alcohol Served (Free of Charge) (name of provider)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Detailed map listing areas of closure, parade route is required. All ITD permit is required for Main Street.</td>
<td>X</td>
<td></td>
<td>Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)</td>
</tr>
<tr>
<td>#50</td>
<td>X</td>
<td>Street Closures &amp; Access /Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods</td>
<td>X</td>
<td></td>
<td>Food/Beverages will be served (List Caterers):</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Canopies/Tents/Membranes/Temporary Structures (Number &amp; Size(s))</td>
<td></td>
<td></td>
<td>Vendors items sold/ solicitation</td>
</tr>
<tr>
<td></td>
<td>X</td>
<td>City of Hailey Fire Department, Fire Code Enforcement Individual canopies</td>
<td></td>
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<td></td>
<td>Medical Services (Circle: First Aid) and/or EMS Services</td>
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<td>Who is providing services? Dana Jo Cameron</td>
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<tr>
<td>#2</td>
<td>X</td>
<td>Security (detail who, number of officers, times. Attach plan)</td>
<td># 50</td>
<td></td>
<td>Booths: Profit / Non-Profit</td>
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<td></td>
<td></td>
<td>Private Security</td>
<td></td>
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<tr>
<td>#</td>
<td>X</td>
<td>Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)</td>
<td>X</td>
<td></td>
<td>Lighting plan: attach plan</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Street lights are sufficient</td>
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<tr>
<td>#</td>
<td>X</td>
<td>Electricity / Generators (Size) Attach detailed electrical plan.</td>
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<td></td>
<td>Other equipment or entertainment</td>
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<td></td>
<td></td>
<td>Activities / Entertainment (Agenda)</td>
<td></td>
<td></td>
<td>Signs or Banners: sign permit may be required by the City Planning and Zoning Department</td>
</tr>
<tr>
<td>#</td>
<td>X</td>
<td>Water Drinking / Washing (circle)</td>
<td>X</td>
<td></td>
<td>Stages (Number and Size(s),)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Activities / Entertainment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>X</td>
<td>Gray Water Barrel / Grease Barrel (circle / detail # and locations)</td>
<td></td>
<td>X</td>
<td>Barricades. How many</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Barricades. How many</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#2</td>
<td>X</td>
<td>Sanitation -Trash bins, Dumpsters, Recycle (circle / detail # and locations)</td>
<td># 100</td>
<td></td>
<td>identify locations and attach logistics map</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dumpster from Creek Creek</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>#2</td>
<td>Porta Toilets / Wash Stations (Quantity ADA Regular)</td>
<td>#</td>
<td></td>
<td>EVENT estimated attendance</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Number of staff working event</td>
<td># 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Number of volunteers working</td>
<td># 0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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: Dana Jo Cameron Date: 11/11/11

7/15/2009
AGENDA ITEM SUMMARY

DATE: 04/25/11  DEPARTMENT: Public Works

DEPT. HEAD SIGNATURE: 

SUBJECT: Request approval for the Hailey's Main Street Antique Show special event. Event is scheduled to take place September 2-4, 2011.

AUTHORITY: ⬜ ID Code ⬜ IAR ⬜ City Ordinance/Code

(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department Heads approved with the following contingencies:

• Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
• This special event is within the Business (B) zoning district and arts and entertainment is a permitted use.
• Declaration of Insurance coverage needs to be submitted.
• No parking or vendors on the sidewalks.
• At least two trash cans must be available due to the food vendors, along with appropriate recycle receptacles.

FOLLOW-UP REMARKS:

*
AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Hailey's Main Street Antique Show that will occur on September 2 - 4, 2011 from 9:00 a.m. to 7:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 25th day of April, 2011.

APPLICANT:

By: __________________________________________

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

CITY OF HAILEY:

By: __________________________________________

Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

15/03/SPECIAL EVENT PERMIT (08/02/05)
DECISION

Based on the Application for a Special Event Permit for the Hailey’s Main Street Antique Show, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

**Standard Conditions**

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.

b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).

c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.

d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.

e. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of $1,000,000, with the City of Hailey as an additional named insured.

**Other Condition**

a. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.

b. This special event is within the Business (B) zoning district and arts and entertainment is a permitted use.

c. Declaration of Insurance coverage needs to be submitted.

d. No parking or vendors on the sidewalks.

e. At least two trash cans must be available due to the food vendors, along with appropriate recycle receptacles.

DATED this 25th day of April, 2011

CITY OF HAILEY

By: __________________________

Rick Davis, its Mayor

ATTEST:

______________________________
Mary Cone, its City Clerk

CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221
SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: Hailey's Main Street Antique Show

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

Vacant lot at 730 N Main Street Hailey

III. EVENT SCHEDULE

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

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sept. 23, 4, 2011</td>
<td>Start Time: 9:00 a.m.  End Time: 7:00 p.m.</td>
<td>One Hour Interval:</td>
</tr>
<tr>
<td></td>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
<tr>
<td>Sept. 1, 2011</td>
<td>Start Time: 6:00 a.m.  End Time: 11:00 p.m.</td>
<td>One Hour Interval:</td>
</tr>
<tr>
<td>Date of Tear Down</td>
<td>Start Time: 4:00 p.m.  End Time: 12:00 p.m.</td>
<td>All Day:</td>
</tr>
</tbody>
</table>

IV. FEES

Special Event Permit Application Fee $125 ☑ $125.00
Per Day Park Rental Fee $200 ☐
Security Deposit $500 ☐ Deposit on File with City
Tax (on park rental fees only) 6% ☐

TOTAL DUE

Additional Deposit Required ☐ $125.00

V. ORGANIZATION INFORMATION

Applicant's Name: Dane Jo Cameron Title: Promoter
Mailing Address: 949 N Meridian Zip Code: 83350
Street Address: Same City: Rupert State: ID
Day Telephone: 312-4900 Evening Telephone: 532-4565
Fax Number: 532-4565 E-Mail Address: cam.cam@pmt.org

7/15/2009
VI. EVENT INFORMATION

New Event: Yes ☒ No ☐ Annual Event: Yes ☒ No ☐ Years Operating 2001 Through 2010
Event Category: ☒ Commercial ☐ Noncommercial
Estimate of Gross Ticket Sales & Revenues (commercial event only): No tickets - individual vendors will sell their own merchandise
Description of Event: Antiques & Collectibles & Crafts


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: Premiere Insurance  Agent Name: Craig Casperson
Address: Box 6 - Twin Falls, ID 83301  Phone: 234-171

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 thereof, 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)
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.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
<th>Yes</th>
<th>No</th>
<th>Check all Planned Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Street Closures &amp; Access / Parade</td>
<td></td>
<td></td>
<td>Alcohol Served (Free of Charge) (name of provider)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.</td>
<td></td>
<td></td>
<td>Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Street Closures &amp; Access / Parade require your Event Coordinator to notify all affected businesses, churches schools and neighborhoods</td>
<td></td>
<td></td>
<td>Food/Beverages will be served (List Caterers):</td>
</tr>
<tr>
<td>50</td>
<td></td>
<td>Canopies/Tents/Membranes/Temporary Structures (Number &amp; Size(s)) City of Hailey Fire Department, Fire Code Enforcement Individual Canopies</td>
<td>50</td>
<td></td>
<td>Vendors items sold/ solicitation</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medical Services (Circle) First Aid and/or EMS Services Who is providing services? Dana Jo Cameron</td>
<td></td>
<td></td>
<td>Booth: Profit / Non-Profit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Security (detail who, number of officers, times, attach plan) Private Security</td>
<td></td>
<td></td>
<td>Lighting plan: attach plan</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)</td>
<td></td>
<td></td>
<td>Street Lights are Sufficient</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Electricity / Generators (Size) Attach detailed electrical plan.</td>
<td></td>
<td></td>
<td>Activities / Entertainment (Agenda) Other equipment or entertainment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Water Drinking / Washing (circle)</td>
<td></td>
<td></td>
<td>Sign &amp; Banners: sign permit may be required by the City Planning and Zoning Department</td>
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<td>Gray Water Barrel / Grease Barrel (circle / detail # and locations)</td>
<td></td>
<td></td>
<td>Stages (Number and Size(s))</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sanitation -Trash bins, Dumpsters, Recycle (circle / detail # and locations)</td>
<td></td>
<td></td>
<td>Barricades. How many identify locations and attach logistics map</td>
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<td></td>
<td>Porta Toilets / Wash Stations (Quantity ADA Regular)</td>
<td></td>
<td></td>
<td>EVENT estimated attendance</td>
</tr>
<tr>
<td></td>
<td></td>
<td># 6 Number of staff working event</td>
<td></td>
<td></td>
<td># Number of volunteers working</td>
</tr>
</tbody>
</table>

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: Dana Jo Cameron Date: 7/15/2009
**CERTIFICATE OF LIABILITY INSURANCE**

**Issue Date:** 01/25/10

**Insurers Affording Coverage:**
- **Insurer:** United Fire & Casualty
- **Policy Number:** 10324

**Coverages**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commercial Vehicle</td>
<td>50049799</td>
<td>04/13/09</td>
<td>04/03/10</td>
</tr>
</tbody>
</table>

**Description of Operation/Location/Vehicles (Exclusions Added by endorsement/Special Provisions)**

**Certificate Holder:**
- **Name:** Sam Moore, The S&M Trust
- **Address:** 2240 Sunset Blvd, Los Angeles, CA 90026

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, the giving insurer will send a written notice to the certificate holder named to the left, but failure to do so shall impose no obligation on the liability of any kind upon the insurer, its agents or representatives.

*ACORD 28 January 2000*
AGENDA ITEM SUMMARY

DATE: 04/25/2011  DEPARTMENT: Public Works  DEPT. HEAD SIGNATURE: 

SUBJECT:
Request approval for The Sun Valley Center for the Arts – Grupo Fantasma Concert at Hop Porter Park to be held on 06/16/2011, 12:00PM - 10:00PM.

AUTHORITY:  □ ID Code  □ IAR  □ City Ordinance/Code  
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:  (IFAPPLICABLE)

<table>
<thead>
<tr>
<th>City Attorney</th>
<th>Clerk / Finance Director</th>
<th>XX Engineer</th>
<th>XX Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library</td>
<td>XX Planning</td>
<td>XX Fire Dept.</td>
<td></td>
</tr>
<tr>
<td>Safety Committee</td>
<td>xx P &amp; Z Commission</td>
<td>XX Police</td>
<td></td>
</tr>
<tr>
<td>Streets</td>
<td>XX Public Works, Parks</td>
<td>Mayor</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Department heads have approved and submitted the following recommendations:

- Organizer must give a 14 day notice in writing to the surrounding businesses and residents of their upcoming event.
- Organizer will pay the City of Hailey $900.00 for law enforcement security.
- Organizer must set up barricades according to the attached map and maintain an emergency services twenty foot (20') right of way.
- Organizer must provide their own type 1 MUTCD compliant barricades or may borrow from the Street Department, if available.
- Seven (7) Portable Restrooms will need to be provided with a minimum of one being handicapped accessible.
- Dumpsters/trash and recycle receptacles will need to be provided.
- Applicant will be responsible for repair of any turf and/or sprinkler damage.
- Any special power requirements will need to be approved. Only City approved electricians will be allowed in the power boxes.
- Applicant will need to coordinate special needs through the Public Works Director.
- A meeting with Parks Dept personnel is required.
- Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.
- This special event is within the RGB zoning district. No provisions exist within the zoning code to address special events within this zoning district; however the Special Event standards address and mitigate neighborhood impacts.

FOLLOW-UP REMARKS:
AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the Grupo Fantasma Concert that will occur on June 16, 2011 from 12:00 p.m. to 10:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 25th day of April, 2011.

APPLICANT:

By: ____________________________

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

CITY OF HAILEY:

By: ____________________________

Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

CITY OF HAILEY ▪ 115 MAIN ST. S., SUITE H ▪ HAILEY, IDAHO 83333 ▪ 728-4221

15/03/SPECIAL EVENT PERMIT (08/02/05)
DECISION

Based on the Application for a Special Event Permit for the Grupo Fantasma Concert, the City of Hailey, pursuant to Chapter 12.14 of the Hailey Municipal Code, approves the Application and grants the Special Event Permit, subject to the following conditions:

Standard Conditions

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

Other Condition

a. Organizer must give a 14 day notice in writing to the surrounding businesses and residents of their upcoming event.
b. Organizer will pay the City of Hailey $900.00 for law enforcement security.
c. Organizer must set up barricades according to the attached map and maintain an emergency services twenty foot (20') right of way.
d. Organizer must provide their own type 1 MUTC compliant barricades or may borrow from the Street Department, if available.
e. Seven (7) Portable Restrooms will need to be provided with a minimum of one being handicapped accessible.
f. Dumpsters/trash and recycle receptacles will need to be provided.
g. Applicant will be responsible for repair of any turf and/or sprinkler damage.
h. Any special power requirements will need to be approved. Only City approved electricians will be allowed in the power boxes.
i. Applicant will need to coordinate special needs through the Public Works Director.
j. A meeting with Parks Dept personnel is required.
k. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.

DATED this 25th day of April, 2011.

CITY OF HAILEY

By: __________________________
    Rick Davis, its Mayor

ATTEST:

______________________________
Mary Cone, its City Clerk

CITY OF HAILEY • 115 MAIN ST. S., SUITE H • HAILEY, IDAHO 83333 • 788-4221
SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: GEO RO FANT AS M A. CON C E RT

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

☐ Public Property
☐ Private Property

III. EVENT SCHEDULE

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

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Hours</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Start Time: 12 pm</td>
<td>End Time: 10 pm</td>
</tr>
<tr>
<td></td>
<td>Start Time:</td>
<td>End Time:</td>
</tr>
<tr>
<td></td>
<td>Start Time: 5 pm</td>
<td>End Time: 5 pm</td>
</tr>
<tr>
<td></td>
<td>Start Time: 8 am</td>
<td>End Time: 12 pm</td>
</tr>
</tbody>
</table>

IV. FEES

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

TOTAL DUE: $725

V. ORGANIZATION INFORMATION

Applicant's Name: SVCA - AUBRETT KING
Title: Event Manager
Mailing Address: Box 656, San Valley, Zip Code: 93358
Street Address: 191 5th St
City: Yasam
State:
Day Telephone: 726-9491 x 27 Evening Telephone: 721-2041 CUE
FAX Number: 726-2844 E-Mail Address: A KING2SANVALLEYCENTER.ORG

7/15/2009

-126-
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): $7500.00

Description of Event: Concert

Additional Details:

VII. INSURANCE REQUIREMENTS

It is the responsibility of your Special Event organizer 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: ☐ Yes ☐ No

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.

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

Event Organizer's Signature: [Signature] Date: 7/15/2009
1. Road closed to concert traffic. Thr new traffic allowed. Managed by security.

2. Walled pop-up tents will be used to create a private back stage area. This is directly behind stage.

3. Park will be fenced with a central entry on Bullion St.

4. Please contact me with questions: KJ KING 721-2641.

Photos

http://maps.google.com/

4/7/2011
AGENDA ITEM SUMMARY

DATE: 04/25/11  DEPARTMENT: Public Works  DEPT. HEAD SIGNATURE: 

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

AUTHORITY: □ ID Code  □ IAR  □ City Ordinance/Code
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
*** Please note the organizer has added events to this application this year. Please read the attached letter in summary of the changes.***

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

<table>
<thead>
<tr>
<th>Budget Line Item #</th>
<th>YTD Line Item Balance $</th>
<th>Estimated Hours Spent to Date</th>
<th>Estimated Completion Date</th>
<th>Staff Contact</th>
<th>Phone #</th>
<th>Comments</th>
</tr>
</thead>
</table>

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

<table>
<thead>
<tr>
<th>City Attorney</th>
<th>Clerk / Finance Director</th>
<th>XX Engineer</th>
<th>XX Building</th>
</tr>
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<tr>
<td>Library</td>
<td>XX Planning</td>
<td>XX Fire Dept.</td>
<td></td>
</tr>
<tr>
<td>Safety Committee</td>
<td>XX P &amp; Z Commission</td>
<td>XX Police</td>
<td></td>
</tr>
<tr>
<td>XX Streets</td>
<td>XX Public Works, Parks</td>
<td>Mayor</td>
<td></td>
</tr>
</tbody>
</table>

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Department Heads approved with the following contingencies:

- Organizer must give a 14 day notice in writing to the surrounding businesses and residents of their upcoming event.
- Organizer must set up barricades according to the attached maps and maintain an emergency services twenty foot (20') right of way.
- Organizer must provide their own type 1 MUTC compliant barricades or may borrow from the Street Department, if available for the Criterium Bike race and Carbonate St. SMAS Children's Carnival street closures. Organizer is responsible for setting up these street closures. The City of Hailey Police/Street Staff will close appropriate streets for the parade and detour appropriately for the Criterium only.
- Organizer to encourage attendees to the Foxmoor Park event to commute to via bike, walk or Mt. Ride. Will post no parallel parking at the park and defer the majority of the parking to BCSD #61 parking lots.
- Organizer will be responsible for repair of any turf and/or sprinkler damage at Foxmoor Park.
- Any power requirements will need to be approved by the Public Works Department.
- Dumpster/trash and recycle receptacles will need to be provided at Carnival/Criterium street closures and at the Foxmoor Park.
- List of contact cell phone numbers for that day will need to be provided.
- Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.

FOLLOW-UP REMARKS:

-131-
AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the 4th of July Events that will occur on July 4, 2011 from 11:00 a.m. to 10:00 p.m., plus specified set up and teardown time, ("the Event"), and pursuant to Section 12.14 of the Hailey Municipal Code, the undersigned, as the applicant ("Applicant") of a Special Event Permit from the City for the Event, does hereby agree to reimburse the City for any costs incurred by the City in repairing damage or providing any services or materials resulting from the Event. The Applicant agrees that such costs may be deducted from a non-refundable security deposit or additional deposit as established by the City, and that if costs exceed any deposit made by the applicant, further reimbursement will be made to the City upon demand. The Applicant hereby agrees to indemnify, defend and hold harmless the City and its officers and employees, in their official and individual capacities, from any and all claims, demands, obligations, liabilities, lawsuits, judgments, attorneys' fees, costs, expenses and damages of any nature caused by or arising out of, or connected with the Event. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, or to recover damages resulting from a breach hereof, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal, or in bankruptcy proceedings. The Applicant agrees to comply with all the laws and ordinances of the City of Hailey, Idaho applicable to the subject matter thereof, and to conduct the Event in accordance with the terms and provisions of the application for a Special Event Permit, as approved or as modified by the City, and all conditions of the Special Event Permit. The Applicant agrees that the Special Event Permit is nontransferable and shall be conducted only for the dates and locations as approved by the City.

IN WITNESS WHEREOF, Applicant and the City have executed this Agreement on this 25th day of April, 2011.

APPLICANT:

By: ________________________________

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

CITY OF HAILEY:

By: ________________________________

Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

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

15/03/SPECIAL EVENT PERMIT (08/02/05)
City of Hailey

April 25, 2011

Hailey Chamber of Commerce
Anna Svidgal
P.O. Box 100
Hailey, ID 83333

Subject: 4th of July Parade and Activities

Dear Anna:

Congratulations! Your 4th of July Special Event, scheduled for July 4, 2011 as requested in your application, has been approved by the City Council.

Please note the following conditions connected with the approval of your event:

- Organizer must give a 14 day notice in writing to the surrounding businesses and residents of their upcoming event.
- Organizer must set up barricades according to the attached maps and maintain an emergency services twenty foot (20') right of way.
- Organizer must provide their own type 1 MUTC compliant barricades or may borrow from the Street Department, if available for the Criterium Bike Race and Carbonate St. SMAS Children’s Carnival street closures. Organizer is responsible for setting up these street closures. The City of Hailey Police/Street Staff will close appropriate streets for the parade and detour appropriately for the Criterium only.
- Organizer to encourage attendees to the Foxmoor Park event to commute to via bike, walk or Mt. Ride. Will post no parallel parking at the park and defer the majority of the parking to BCSD #61 parking lots.
- Organizer will be responsible for repair of any turf and/or sprinkler damage at Foxmoor Park.
- Any power requirements will need to be approved by the Public Works Department.
- Dumpster/trash and recycle receptacles will need to be provided at Carnival/Criterium street closures and at the Foxmoor Park.
- List of contact cell phone numbers for that day will need to be provided.
- Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.

Thank you for choosing the City of Hailey as the venue for your Special Event.

Sincerely,

Mary Cone
City Clerk
This permit is valid July 4, 2010

Carbonate St E and Main Street, and concert at Foxmoor Park
75 / Main St, and Bikes Critérium on 1st Ave N, Billion St E and
Carbonate St W between Main St N and River St N, and on Highway
At the Billion Square Parking Lot, and on

4th of July Events & Parade

Special Event Permit

City Of Hailey
DECISION

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

Standard Conditions

a. The Applicant shall comply with the terms, plans, covenants and provisions of the Application, as approved or as modified by the City of Hailey.

b. The Applicant shall comply with all applicable local, state and federal laws, regulations and ordinances before, during and after the Special Event(s).

c. The Applicant shall execute an agreement, relating to the reimbursement of expenses, indemnification and other provisions immediately upon the approval of the application for the Special Events Permit.

d. In the event the Applicant fails to comply with all the conditions set forth herein, the City may revoke the Special Events Permit, in whole or in part.

e. The Applicant shall maintain in full force and effect general liability coverage during the Special Event(s) in the amount of $1,000,000, with the City of Hailey as an additional named insured.

Other Condition

a. Organizer must give a 14 day notice in writing to the surrounding businesses and residents of their upcoming event.

b. Organizer must set up barricades according to the attached maps and maintain an emergency services twenty foot (20') right of way.

c. Organizer must provide their own type 1 MUTC compliant barricades or may borrow from the Street Department, if available for the Criterium Bike race and Carbonate St. SMAS Children’s Carnival street closures. Organizer is responsible for setting up these street closures. The City of Hailey Police/Street Staff will close appropriate streets for the parade and detour appropriately for the Criterium only.

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e. Organizer will be responsible for repair of any turf and/or sprinkler damage at Foxmoor Park.

f. Any power requirements will need to be approved by the Public Works Department.

g. Dumpster/trash and recycle receptacles will need to be provided at Carnival/Criterium street closures and at the Foxmoor Park.

h. List of contact cell phone numbers for that day will need to be provided.

i. Signs and Banners displayed for more than 72 hrs. require a permit from the Hailey Planning & Zoning Department.

DATED this 25th day of April, 2011. CITY OF HAILEY

By: ______________________________

Rick Davis, its Mayor

ATTEST:

Mary Cone, its City Clerk

CITY OF HAILEY ▪ 115 MAIN ST. S., SUITE H ▪ HAILEY, IDAHO 83333 ▪ 788-4221
To: Heather Dawson  
Hailey City Council  
115 S. Main Street  
Hailey, ID 83333

Dear Heather,

We are writing this letter to supplement our application for the 4th of July Celebration Event Permit. Our marketing and event planning efforts are combined this year with BCRD for the Criterium Bike Race, and Spirit and Motion Athletic School for the Children’s Carnival. The 4th of July parade that the Hailey Chamber puts together with the City of Hailey is still the highlight of the celebration of the Independence Day.

We have received an interest from the 25th Army Band from Boise to perform before and during fireworks at Foxmoor Park. They would like to bring this concert to people of Hailey free of charge and synchronize their performance to the fireworks, thus enhancing our celebration at no cost.

We would kindly like to request the City Council to waive the park reservation fee of $200.00 and support the celebration as a sponsor.

Sincerely,

Heather LaMonica Deckard  
Executive Director  
Hailey Chamber of Commerce

Hailey Chamber of Commerce  
706 S. Main Street  
P.O. Box 100 Hailey, Idaho 83333  
Phone: (208) 788-3484  
Fax: (208) 578-1595  
www.haileyidaho.com
SPECIAL EVENT PERMIT APPLICATION

I. EVENT NAME: 4th of July parade, criterium bike race, 25th Army Band concert

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

☑ Public Property ☐ Private Property
Primarily Main street (see map of race route) concert at Foxmoor park.

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

<table>
<thead>
<tr>
<th>Date(s) of Event</th>
<th>Event</th>
<th>Start Time</th>
<th>End Time</th>
<th>Estimated # of Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/4/2011</td>
<td>Parade</td>
<td>11 am</td>
<td>1:30 pm</td>
<td>One Hour Interval: All Day:</td>
</tr>
<tr>
<td>7/4/2011</td>
<td>Bike race</td>
<td>1:30 pm</td>
<td>4:00 pm</td>
<td>One Hour Interval: All Day:</td>
</tr>
<tr>
<td>Date of Set-Up</td>
<td>Concert</td>
<td>1:30 pm</td>
<td>4:00 pm</td>
<td>One Hour Interval: All Day:</td>
</tr>
<tr>
<td>Date of Tear Down</td>
<td></td>
<td>9:00 pm</td>
<td>10:00 pm</td>
<td>One Hour Interval: All Day:</td>
</tr>
</tbody>
</table>

IV. FEES
Special Event Permit Application Fee $125 ☑ $125.00
Per Day Park Rental Fee $200 ☑ $200.00
Security Deposit $500 ☑ on file
Tax (on park rental fees only) 6% ☐
TOTAL DUE
Additional Deposit Required ☐ $325.00

V. ORGANIZATION INFORMATION
Applicant's Name: Hailey Chamber Title: 
Mailing Address: P.O. Box 100 Hailey Zip Code: 83333
Street Address: 706 S. Main City: Hailey State: ID
Day Telephone: (208) 788-3454 Evening Telephone: 
FAX Number: (208) 788-1595 E-Mail Address: anna@hailey.idaho.com

7/15/2009
VI. EVENT INFORMATION

New Event: Yes ☑ No ☐ Annual Event: Yes ☑ No ☐ Years Operating 50+

Event Category:
☐ Commercial ☑ Noncommercial

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

Description of Event:
7th of July parade, food/rental booths along parade route, shootout gang, BCFC 7th of July, criterium bike race, children's carnival and concert at Foxmoor park.

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: Philadelphia  Agent Name: Bisette / Marty Miller
Address: (copy on file) Phone: 

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(Attach any additional pages as needed)

7/15/2009
SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED

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<td>Water Drinking / Washing (circle)</td>
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<td>Signs or Banners: sign permit may be required by the City Planning and Zoning Department</td>
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<td></td>
<td>EVENT estimated attendance 4500 - 7000</td>
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<td>#</td>
<td># 2 Number of staff working event</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>#</td>
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Event Organizer's Signature: ___________________________ Date: ________________

7/13/2009
HAILEY 4th of JULY TRAFFIC DETOUR ROUTE FOR CARNIVAL AND BIKE RACE

SPONSOR OF BIKE RACE WILL BE RESPONSABLE FOR PARKING IN RACE AREA!

ALLEYS ADJACENT TO BIKE RACE AND CARNIVAL AREA WILL BE BLOCKED AS NEEDED
4th of July 2011 Celebration in Hailey

4th of July celebration in Hailey will be similar to the one in 2010. Our marketing and event planning efforts are combined this year with BCRD for the Criterium Bike Race, and Spirit and Motion Athletic School for the Children’s Carnival. 25th Army Band will perform before and during fireworks at Foxmoor Park.

1. The Children’s Carnival will be on the Farmers Market lot (next to Bank of America) between 9:00-12:00. Contact: Spririt and Motion Athletic School, Amanda Norton 208-720-4306, 208-968-4483

2. Shoot out gang will perform between 11:00-12:00 a.m. in front of the Mint.

3. Please close down West Carbonate between Main and River Street for the announcing stand at 8:00 a.m. Last year the cars were still able to enter the street, please review police/street dept. arrangements.

4. Parade will start at 12:00 noon and will end at approximately 1:30. Please close down Main Street at 11:00 a.m. Contact: Heather LaMonica Deckard or Anna Svidgal at 788-3484 or 309-5149.

5. Possible second announcing stand at corner of Croy and Main (in the parking lot of the Four Peaks Grill). To be confirmed.

6. 4th of July Criterium Bike race will take place right after the parade. (1:30-4:00) Clean up will be until 4:30. See attached map of the route. BCRD contact is Eric Rector: 720-6719.

7. There will be food and craft/artist vendors along Main Street. Their location to be determined at a later date and will not interfere with traffic.

8. There will be amplified live music by 25th Army Band after dark before and during the fireworks at the Fox Acres Park. The concert will be accompanied by large TV screen(s). The band will set up stage and movie screen in the morning of July 4th. Please see details on the sketch submitted with the application. For this event, the public will be encouraged walk, bike, Mountain Ride or to park next to the Community Campus, on the empty lot across from the Aquatic Center and next to the Wood River High School.

Contact SFC James Sterner (208) 608-3340 or (208) 272-3581.
CERTIFICATE OF INSURANCE

Agent for Public Entity:
Greg Bloomfield
Wood River Ins Inc
410 N Main

Halley

ID 83333-

Insuring Pool Participant:
Blaine County Recreation District
1050 Fox Acres Rd #107

Halley

ID 83333-

Issue Date: Tuesday, March 08, 2011 11:12:49 AM

This certificate is issued as evidence of the insurance coverage provided to the named Insuring Participant. It does not amend, extend or alter the coverage afforded by the policies below. It does not extend coverage beyond that permissible by Idaho Code Section 6-923 (Governmental Tort Liability Act).

PROGRAM AFFORDING COVERAGE:
Idaho Counties Risk Management Program, Underwriters

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.

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Limits:

For Claims Brought Pursuant to Title 9, Ch. 9, Idaho Code

For All Other Covered Liability Claims

Description of Operations/locations/Vehicles/Restrictions/Special Items:
July 4th Criterion Event, July 4, 2011

Evidence of Insurance

Certificate Holder:
Idaho Department of Transportation

216 South Date
Shoshone

ID 83352

Authorized Representative: Shery Harmon

Cancellation:
Should any of the above described policies be cancelled before the expiration date thereof, the issuing Program will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the Program, its agents or representatives.
This certificate is issued as evidence of the insurance coverage provided to the named Insuring Participant. It does not amend, extend or alter the coverage afforded by the policies below. It does not extend coverage beyond that permissible by Idaho Code Section 6-923 (Governmental Tort Liability Act).

**PROGRAM AFFORDING COVERAGE:**
Idaho Counties Risk Management Program, Underwriters

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**Description of Operations/Locations/Vehicles/Restrictions/Special Items:**
July 4th Critterium Event, July 4, 2011

Evidence of Insurance

Certificate Holder:
City of Hailey
Attn: Events Permit
115 Main St. S., Ste. H
Hailey ID 83333

Cancellation:
Should any of the above described policies be cancelled before the expiration date thereof, the issuing Program will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the Program, its agents or representatives.

Authorized Representative: Shery Harmon ICRMP 10/11
CERTIFICATE OF INSURANCE

Agent for Public Entity:
Greg Bloomfield
Wood River Ins Inc
410 N Main
Hailey ID 83333-

Insuring Pool Participant:
Blaine County Recreation District
1050 Fox Acres Rd #107
Hailey ID 83333-

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PROGRAM AFFORDING COVERAGE:
Idaho Counties Risk Management Program, Underwriters

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<td>F. Newly Acquired Premises</td>
<td>Each Occurrence</td>
<td>$10,000,000</td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>000</td>
<td>G. Ordinance or Law</td>
<td>Each Occurrence</td>
<td>General Aggregate</td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>000</td>
<td>H. Errors and Omissions</td>
<td>Each Occurrence</td>
<td>General Aggregate</td>
<td>Included</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description of Operations/Locations/Vehicles/Restrictions/Special Items:
July 4th Criterium Event, July 4, 2011

Evidence of Insurance

Certificate Holder:
City of Hailey
Attn: Events Permit
115 Main St. S., Ste. H
Hailey ID 83333

Cancellation
Should any of the above described policies be cancelled before the expiration date thereof, the Issuing Program will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the Program, its agents or representatives.

Authorized Representative: Shery Harmon ICRMP 1011
AGREEMENT FOR A SPECIAL EVENT
ON STATE HIGHWAYS

THIS AGREEMENT, made and entered into this 8th day of March, 2011 (year), by and between the Idaho Transportation Department, hereafter called the "Department," and the City of Hailey and Hailey Chamber of Commerce, whose address is: 115 S. Main and P.O. Box 100, Hailey ID 83333 and phone number is: 788-9830 & 788-3484, hereafter called the "Sponsor," and as used herein denotes singular or plural thereof.

WHEREAS, the Sponsor proposes to conduct a Parade and Bike Criterium event called the 4th of July, (Name of event) Located in Hailey, (County and/or City)
on HWY 75 from Milepost Myrtle to Milepost Cedar (Highway name or designation) on the following date(s) July 4th, 2011, 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.

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

Independent Contractor Status

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

Indemnification

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

Required Insurance Coverage

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

• **Commercial General and Umbrella Liability Insurance.** (Insert organization name; i.e. XYZ Sports) shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement and shall not be less than $1,000,000.

• **Automobile Liability Insurance, if applicable,** covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than $1,000,000.

• **Workers’ Compensation.** Where required by law, sponsor shall maintain all statutorily required coverage including Employer’s Liability at minimum limits of $100,000/$500,000/$100,000.

No Representation of Coverage Adequacy.

By requiring insurance herein, the State of Idaho does not represent that coverage and limits will
necessarily be adequate to protect Sponsor, and such coverage and limits shall not be deemed as a limitation on sponsor’s liability under the indemnities granted to the State of Idaho in this contract.

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

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

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

File a Traffic Control Plan
The Sponsor must submit a traffic control plan to the Department for approval at least twenty (20) working days in advance of the event date(s). Events that delay traffic longer than 15 minutes are required to develop a detour route. The Traffic Control Plan should indicate positive traffic control at the beginning of the detour, a safe two-way traffic route designed to accommodate commercial truck traffic, and clearly defined turns in the detour. Signing, flagging, and all traffic control devices where required, shall be installed, operated and maintained in conformance with the latest edition of the Manual on Uniform Traffic Control Devices.

Traffic control devices (signs, barricades, cones, tubular markers, drums, flagger paddles, etc.) shall be the responsibility of the Sponsor. When directed by the District Engineer, signing and traffic control for high volume, high-speed event sites shall be done by or under the supervision of law enforcement officers that are certified in or recognized by the State of Idaho. If requested by the Department, the Sponsor will meet with cities, law enforcement agencies and the Idaho Transportation Department at Hailey City Hall on June 15th (at least a week prior to the event) for a traffic control briefing.

Appoint a "Liaison" Officer
Herein named ________________  
Kelly Schwartz  
name  
______________________________________________  
115 Main Street S., Hailey ID 83333.  (308) 788-5965x10

address  phone

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

During the course of any special event no set of guidelines can anticipate all situations that may arise. If it becomes necessary to adapt the Department's requirements to specific problem areas, the Sponsor shall attempt
to notify the Department immediately and make any necessary modifications within the guidelines of the Special Events policy and the Manual on Uniform Traffic Control Devices.

SECTION II: THE DEPARTMENT SHALL:

Prior to completion of this agreement:

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

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

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

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

Grant Written Permission.

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

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

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

Sponsor: Anna Sridegal
(Sponsor/Authorized Representative)

788-3484
(Phone Number)

Representing: Hailey Chamber of Commerce

Date: 3/8/2011

Notary for Sponsor:

Brian L. Alley
(Notary Name)

Hailey ID 83333 208-788-3446
(Address)

3/3/13
(Commission Expires)

Date: 3/7/11
(Agreement Signed)

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

Sponsor: ___________________________ Representing: ___________________________

(Sponsor/Authorized Representative) City of Hailey

____________________________________________ Date: 3/8/2011

(Phone Number)

Notary for Sponsor:

____________________________________________ (Notary Name)

____________________________________________ (Address)

____________________________________________ (Phone Number)

Date: ___________________________ (Commission Expires)

Date: ___________________________ (Agreement Signed)
Subject to all terms, conditions, and provisions of this agreement or attachments, permission is hereby granted.

IDAHO TRANSPORTATION DEPARTMENT

By: ____________________________ Date: ____________________________
    (District Engineer)

By: ____________________________ Date: ____________________________
    (Highway Operations and Safety Engineer, if applicable)

By: ____________________________
    (Local official, if applicable) (Title)

Date: ____________________________

Notary for Department:

______________________________
    (Notary Name)                     ____________________________
    (Address)                        (Phone Number)

Date: ____________________________  Date: ____________________________
    (Commission Expires)             (Agreement Signed)
HOLD HARMLESS RELEASE

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

____________________________________  ______________________________________
Sponsor  Date
GENERAL RELEASE

I, Hailey Chamber & City of (Print Name) Hailey

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

4th of July Parade (Name of Activity), on July 4, 2011 (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.

Participants: [Signature] 3/8/2011 (Date)
(for a Minor)

We _____________________________ and _____________________________,
(Print Name)                  (Print Name)
husband and wife (herein referred to as "Parents") as parents (or legal guardians) of

____________________________________, a minor child, (herein referred to as "Minor")
(Print Name)
in consideration of participating in the

____________________________________, on _______________________
(Name of Activity)                  (Date)

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

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

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

____________________________________                           _______________________
(Parent)                             (Date)                            

____________________________________                           _______________________
(Parent)                             (Date)