

**AGENDA ITEM SUMMARY**

DATE: 6/17/13 DEPARTMENT: Water DEPT. HEAD SIGNATURE: \_\_\_\_\_

**SUBJECT:** Motion to approve Resolution 2013-50, authorizing Security Agreement with Blaine County regarding installation of two Parshall Flumes within Indian Creek

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

As a part of the Blaine County Stream Alteration Permit for the installation of two Parshall Flumes in Indian Creek there was a requirement for a security deposit of \$1,500 with the county. The attached agreement is for the restoration of the area of construction. Construction, including restoration, for this project has been completed. The county will be holding the deposit until growth of plantings is confirmed.

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Motion to approve Resolution 2013-50, authorizing Security Agreement with Blaine County regarding installation of two Parshall Flumes within Indian Creek

**ADMINISTRATIVE COMMENTS/APPROVAL:**

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

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

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

**CITY OF HAILEY  
RESOLUTION NO. 2013-50**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT WITH BLAINE  
COUNTY REGARDING INSTALLATION OF TWO PARSHALL FLUMES WITHIN  
INDIAN CREEK**

WHEREAS, the City of Hailey desires to enter into a security agreement with Blaine County to satisfy the requirements of a stream alteration permit for the installation of two Parshall Flumes in Indian Creek.

WHEREAS, the City of Hailey and Blaine County have agreed to the terms and conditions of the Agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO,** that the City of Hailey approves the Security Agreement between the City of Hailey and Blaine County and that the Mayor is authorized to execute the attached Agreement,

Passed this 17<sup>th</sup> day of June 2013.

City of Hailey

\_\_\_\_\_  
Fritz X. Haemmerle, Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

### New Contract Form

<b>Contract Name:</b> CITY OF HAILEY - Blaine County SECURITY AGREEMENT	
<b>Contract Owner:</b> Tom Bergin	<b>Date Given to Jenny:</b> 5-1-13
<b>Brief Explanation about Contract:</b>	
<b>Given to Derek Voss:</b> 5-1-13	<b>Reviewed by Derek:</b>
<b>Derek's Comments:</b>	
attached	
<b>Given to Tim Graves:</b>	<b>Reviewed by Tim:</b>
<b>Tim's Comments:</b>	
<b>Given back to owner:</b>	
<b>Financial Review by JoLynn Drage:</b>	
<b>JoLynn's Comments:</b>	
<b>BCC Agenda Date:</b> 5-18-13	<b>To Other Party for Signature(s):</b>
<b>Originals to Sunny:</b> 5-22-13	<b>BCC Signatures/Attested:</b>
<b>BCC Action Requested:</b>	<b>BCC Action Taken:</b>
<b>Sunny to Record:</b>	<b>After Recorded Return to Jenny:</b>
<b>Send out Copies:</b>	<b>File Original:</b>
<b>Additional Notes:</b>	
5/30 Back to LUPS for signature	
5-31 To City of Hailey for signature	

# ORIGINAL

## City of Hailey - Blaine County Security Agreement

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of May, 2013, by and between the City of Hailey, hereinafter referred to as "Applicant", and Blaine County, Idaho, a political subdivision of the State of Idaho, hereinafter referred to as "County".

WHEREAS, the Applicant is required to post security for the installation of two Parshall Flumes to be installed in two separate locations within Indian Creek for the purpose of measuring stream flows to satisfy the requirements upon approval of a stream alteration permit application by applicable ordinances of the County and the laws of the State of Idaho, specifically:

For the purpose of ensuring the construction is completed in accordance with the approved plans and that all areas disturbed as a result of the construction will be fully restored to their pre-construction state.

WHEREAS, the above-described improvements are to be constructed by the Applicant with regard to certain real property described as follows, specifically:

TL 8158, TL 4437, SECS 22 and 27, T3N, R18E, BM, Blaine County, Idaho

### WITNESSETH:

That the Applicant, simultaneously with the execution of this Agreement, deposits cash with the County in the principal total amount of \$1,500.00 as security for the complete performance of the above-described improvements upon the following terms and conditions:

1. That the Applicant shall complete said improvements set out above on or before Jul 1, 2014, or said amount shall be due and payable to the County and said deposit of cash may be drawn by the County to the full amount thereof.

2. That said deposit of cash shall be held by the County in lieu of the Applicant filing or depositing a performance bond or other security with the County.
3. That in the event the Applicant fails or refuses to complete said improvements on or before the date set forth on Paragraph Number 1 above, the County shall have the right to draw the funds from said deposit of cash and apply the proceeds thereof to construction of said improvements.
4. In case of default by the Applicant, if the total cost of construction of said improvements is less than the amount of the cash deposit, the County agrees to reimburse the Applicant for the difference between the actual cost and the amount of the deposit of cash. However, if the cost of installing said improvements is greater than the amount of the deposit of cash, the Applicant agrees to reimburse and hold harmless the County for any and all additional costs incurred by the County installing and constructing said improvements, and the Applicant may be deemed in violation of the conditions of the approved stream alteration permit.
5. In the event the Applicant completes construction of said improvements on or before the date set out in Paragraph Number 1 above, the County Clerk shall release the funds from said deposit of cash to the Applicant upon receiving written notice by the Administrator that said improvements have been installed according to applicable specifications and that the same has been inspected and approved by the County. Also, the Administrator may so authorize release of an appropriate proportion of the amount held as security upon completion, inspection and approval of a substantial phase of construction retaining sufficient security in compliance with all applicable standards, ordinances and laws.
6. That in addition to the foregoing, the Applicant is responsible for payment of any and all fees incurred by the County Engineer in providing services associated with the review of the security account, and review of and inspections necessary to confirm completion of any or all of the improvements required.

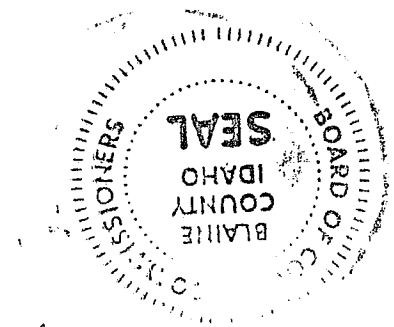
IN WITNESS WHEREOF, the parties hereto have signed this document the day and year first written above.

APPLICANT:

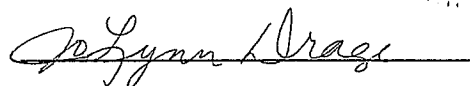
\_\_\_\_\_  
\_\_\_\_\_, City of Hailey (attach appropriate notary)

BLAINE COUNTY, IDAHO

ATTEST:



  
\_\_\_\_\_  
Lawrence Schoen, Chairman  
Board of County Commissioners,  
Blaine County, Idaho

  
\_\_\_\_\_  
Jolynn Drage, County Clerk

AGENDA ITEM SUMMARY

DATE: 06/17/2013 DEPARTMENT: Clerk's Office DEPT. HEAD SIGNATURE: MHC

SUBJECT:

Motion to approve Resolution 2013-51, authorizing an annual contract agreement for copier maintenance agreement with Integrated Technologies copier at the Woodside Water and Wastewater Treatment plant.

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The W & WW Treatment Plant replaced an old copier (Sharp AR163, serial number 16500138 installed in 2001) with this new one model M5424 – AM355. The attached agreement is for copier maintenance, minimum charge monthly is \$25.

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

If agreeable, make motion to Motion to approve Resolution 2013-51, authorizing the Mayor to sign 1 year maintenance agreement for this new copier M5424, AM355

FOLLOW-UP REMARKS:

\*

**CITY OF HAILEY  
RESOLUTION NO. 2013-51**

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY  
AUTHORIZING THE EXECUTION OF AN ANNUAL COPIER MAINTENANCE  
AGREEMENT WITH INTEGRATED TECHNOLOGIES, FOR THE NEW M5424 –  
AM355 COPIER AT THE WOODSIDE WATER AND WASTEWATER TREATMENT  
PLANT**

WHEREAS, the City of Hailey desires to enter into an agreement with Integrated Technologies under which Integrated Technologies will perform routine, as needed copier maintenance, providing parts and labor for repairs and include a set number of copies per month for the monthly fee of \$25 for the new AM355 copier at the Woodside Water and Wastewater Treatment plant.

WHEREAS, the City of Hailey and Integrated Technologies have agreed to the terms and conditions of the Maintenance Agreement, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO**, that the City of Hailey approves the Maintenance Agreement between the City of Hailey and Integrated Technologies and that the Mayor is authorized to execute the attached Agreement,

Passed this 17th day of JUNE, 2013.

City of Hailey

---

Fritz X. Haemmerle, Mayor

ATTEST:

---

Mary Cone, City Clerk



# INTEGRATED TECHNOLOGIES

TWIN FALLS, IDAHO • PHONE 208-734-6181 • WATS 1-800-333-7025

## MAINTENANCE AGREEMENT

BILLING CYCLE  ANNUAL  MONTHLY

RECEIVED  
JUN 11 2013  
BY: \_\_\_\_\_

16550138  
Sharp AP-1623  
Old machine  
Sharp 165  
2201-  
Clerk

EQUIPMENT		METER READING		RENEWAL DATE	MINIMUM CHARGE	ALLOWANCE COPIES	COST PER COPY AMOUNT
MODEL	SERIAL NO.	READING	DATE				
M5424							
AM355	96001501	165,457	05/02/2013	05/02/2014	\$25.00		.015

### BILLING ADDRESS

COMPANY NAME CITY OF HAILEY			
ADDRESS 115 S MAIN ST			
CITY HAILEY	STATE ID	ZIP 83333	
ATTN: STEVE HOLYOAK		PHONE 208-788-4221	

### INSTALLATION ADDRESS

COMPANY NAME WOODSIDE WATER/WASTE		
ADDRESS 4297 GLENBROOK DR		
CITY HAILEY	STATE ID	ZIP 83333
ATTN:		PHONE

RECEIVED  
JUN 07 2013  
BY: \_\_\_\_\_

THE ABOVE CHARGES INCLUDE:

ALL MAINTENANCE, PARTS, LABOR, PM KITS, DRUMS  
FUSER & CLEANING ROLLERS, BLACK TONER, &  
BLACK DEVELOPER

THE ABOVE CHARGES EXCLUDE:

ALL PAPER PRODUCTS, STAPLES & ALL NETWORK  
ISSUES.

Please fill in highlighted areas &  
return in enclosed envelope.  
Thank you

EMAIL address for meter requests:

FAX NUMBER:

**\*\*Maintenance agreement may be modified or cancelled based on availability of parts & supplies\*\***

This Agreement shall not apply to any repairs made necessary by accident, abuse, neglect, theft, vandalism, improper installation (installation other than set out in the owner's manual), electric power failure, fire, water or other casualty or damage resulting from servicing by personnel other than those of Integrated Technologies.

This is a 1 year agreement, automatically renewable at the end of 1 year(s) under these same terms and conditions. It is agreed between parties that the quoted price on the minimum charge, allowance copies, and the cost per copy amount is guaranteed for the period of 1 year(s), at which time the minimum charge and cost per copy amount will be increased based on prevailing market costs.

This Agreement is conditioned upon the proper installation of the equipment to electrical outlets as outlined in the copy machine service manual, and this Agreement can be terminated by INTEGRATED TECHNOLOGIES (Formerly MVBS), if it is determined by a trained factory technician that the unit is not connected to a dedicated 20 amp power receptacle that meets the uniform building code in force. The equipment must be connected to a surge protector approved and installed by Integrated.

The customer agrees to purchase and Integrated agrees to provide maintenance service for the equipment identified above in accordance with the terms and conditions of this Agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this Agreement, signed by Customer and INTEGRATED Representative.

I understand that I will be charged a billing fee of 1 1/2 % per month (18% annually) for all outstanding balances on my account over 30 days old with INTEGRATED. I further agree that in the event of non-payment of my account, I understand that Integrated could cancel this Agreement and that I shall be responsible for all costs of collection, court costs and reasonable attorney's fees required to collect my account.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO CHANGE, ALTERATION OR AMENDMENT OF THESE TERMS OR CONDITIONS OF THIS AGREEMENT ARE AUTHORIZED OR EFFECTIVE UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN OFFICER OF INTEGRATED.

### INTEGRATED TECHNOLOGIES AUTHORIZATION

### CUSTOMER'S AUTHORIZATION

INTEGRATED TECHNOLOGIES REPRESENTATIVE SIGNATURE 		
PRINTED SIGNATURE NAME Julie Schmahl	DATE 6/6/13	
OFFICE ADDRESS P.O. Box 1843		
CITY Twin Falls	STATE ID	ZIP 83303-1843

CUSTOMER NAME	
BY (AUTHORIZED SIGNATURE)	DATE
PRINTED SIGNATURE NAME	TITLE
PURCHASE ORDER NO.	P.O. DATE

Terms and Conditions

### 1. GENERAL SCOPE OF COVERAGE - WALK UP

This agreement covers both the labor and the materials for adjustments, repairs and replacement of parts as necessitated by normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, or causes beyond Integrated control are not covered. This agreement does not cover replacement supplies or damage to equipment from supplies purchased from companies other than Integrated. In addition, Integrated may terminate this agreement in the event the equipment is modified, damaged, altered, or serviced by personnel other than those employed by Integrated, or if parts, accessories or components not authorized by Integrated are fitted to the equipment.

### 2. SERVICE CALLS

Service calls under this agreement will be made during normal business hours (8:00am to 5:00 pm, Monday through Friday, excluding Holidays) at the installation address shown on this agreement. Travel and labor time for service calls requested after normal business hours, when available, will be charged at overtime rates in effect at the time the service call is made.

### 3. EXTENT OF LABOR SERVICES

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair or replacement of parts described in Paragraph 4.

### 4. REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the equipment, with the exception of the parts listed below and subject to the general scope of coverage, will be furnished (as provided by the maintenance agreement) during a service call, to the extent the following is not a result of the action of Integrated, this agreement does not cover:

- a. The exclusions listed on the front page.
- b. Service necessitated by the malfunction of non-original manufacturer's equipment, parts, supplies, or attachments.
- c. Service necessitated by the malfunction of equipment, parts, supplies not authorized by Integrated.
- d. Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents.
- e. Exterior hardware including: doors, covers, hinges, operation panel, stands, wheels, castors, work tables, exit trays, document lids, auto document feeder covers, staplers, paper cassettes, sheet-by-pass, instruction manuals, drivers, etc. which may become broken, lost, or damaged.
- f. Exterior or add-on copy counting or monitoring devices (i.e. Hecon, Abaddon, Copyguard, Memo System, etc.)
- g. Major in-shop rebuilding for machines that have exceeded their manufacturer recommended life.
- h. A circuit board failure unless an Integrated approved surge protection device is installed by Integrated inline with the listed equipment.
- i. Replacement or repair of any network devices not directly involved with the walk-up copying process. [i.e. controllers (internal and external) memory, printing systems, storage devices (internal or external) drivers, harnesses, wiring, hard drives, mouse, monitors, key board, network harnessing or cards.] A separate service agreement may be purchased for the items listed in this paragraph.
- j. Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the Customer or personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the Customer.

### 5. RECONDITIONING

When at its sole discretion Integrated determines a shop reconditioning is necessary, Integrated will submit to the Customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under this maintenance agreement. If the Customer does not authorize such reconditioning, Integrated may discontinue service of the equipment under this agreement, or may refuse to renew this agreement upon its expiration of the agreement. Thereafter, Integrated service will be available on a "Per Call" basis at published rates.

### 6. TERMS

This agreement shall become effective upon receipt by Integrated of the initial annual maintenance charge provided on the Maintenance Agreement and shall continue of one full calendar year or the maximum number of copies shown on the Maintenance Agreement, whichever occurs sooner. It shall be automatically renewed for successive similar periods subject to the receipt by Integrated of the maintenance charge in effect at the time of the renewal. This contract can be terminated by either party with (30) days written notice. This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment. There will be no refund of unused portion of the maintenance charge unless agreed upon by both parties.

### 7. CHARGES

The initial annual charge for maintenance under this agreement shall be the amount set forth hereof. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. The Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 10 days of the date of Integrated invoice for such charges. The Customer understands that alterations, attachments, or specification changes may require an increase in the maintenance charges and agrees to pay such charges promptly when due. Integrated may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past-due balance for services rendered and/or products sold of more than 30 days from the date of invoice.

### 8. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance or parts as provided hereunder promptly when due:

- a. Integrated Technologies may refuse to service the equipment.
- b. Furnish service on a C.O.D. "Per Call" basis at published rates.
- c. The Customer agrees to pay Integrated cost and expense of collection including the maximum attorney's fee permitted by law. If the equipment is moved to a new service zone, Integrated shall have the option to charge, and the Customer agrees to pay, the difference in the published maintenance charges between the current zone and the new zone, such charges to be assessed on a prorated basis. If moved beyond Integrated published service zone and still in Integrated authorized service area, the Customer agrees to pay a fair and reasonable up charge for the continued maintenance under this agreement, taking into account the distance to the Customer's new location and Integrated published rates for service on a "Per Call" basis.

### 9. INCIDENTAL DAMAGES

INTEGRATED SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGE ARISING OUT OF THE PRODUCTION LOSS DUE TO PERFORMANC OR NON-PERFORMANCE OF THE EQUIPMENT.

**AGENDA ITEM SUMMARY**

DATE: 6/14/13      DEPARTMENT: HFD      DEPT. HEAD SIGNATURE: MC

**SUBJECT:** Safe & Sane Fireworks Stands

**AUTHORITY:**  ID Code \_\_\_\_\_       IAR \_\_\_\_\_       City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

There will be three stands in Hailey for the 2013 sale of fireworks for the Fourth of July. Outlet fireworks will be operating two stands: one stand will be located in the Albertson's parking lot; the other will be in the King's parking lot. The third stand will be operated by Big Bear of Utah, Inc. and located at 710 N. Main Street. Copies of all applications and corresponding permits are included in this packet.

**FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:**

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Recommend to approve applications for Safe & Sane Fireworks Stands

**ACTION OF THE CITY COUNCIL:**

Date : \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

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

*Hailey Fire Dept.  
617 S. Third Street  
P.O. Box 1192  
Hailey, Idaho 83333*



*Capt. Michael Baledge  
Fire Marshal  
Office: 208-788-3147  
Fax: 208-788-0279  
E-mail:  
[mike.baledge@haileycityhall.org](mailto:mike.baledge@haileycityhall.org)*

**MEMO**

**Date:** June 5, 2013  
**To:** City Council  
**From:** Mike Baledge  
**RE:** Fireworks Stands

The Hailey Fire Department has received two applications from Bruce Weaver of Outlet Fireworks and one from Phantom Fireworks for firework stands. The Two stands from Outlet Fireworks and the one from Phantom Fireworks will be in locations where stands have been in prior years.

All of the applications are complete with all the information and fees required by section 5.24 of the Hailey Municipal Code. At this time I would like to recommend to the council that the applications be approved.

Capt. Mike Baledge  
Fire Marshal  
City of Hailey



# HAILEY FIRE DEPARTMENT

## APPLICATION FOR SAFE AND SANE FIREWORKS PERMIT

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

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

APPLICANT'S FULL NAME: Joe Witter  
 BUSINESS NAME: (If applicable) Big Bear of Utah Inc.  
 PHYSICAL ADDRESS OF APPLICANT: Building 04 Freepart West  
 MAILING ADDRESS OF APPLICANT: P.O. Box 160421  
(IF DIFFERENT FROM ABOVE)  
 APPLICANT PHONE: 801-825-6101 DATE OF BIRTH: 01/14/1980  
 APPLICANT'S STATE SALES TAX PERMIT NUMBER: \_\_\_\_\_  
 PROPOSED LOCATION OF FIREWORKS STAND: 710 N. Main St. Hailey, ID  
 PROPERTY OWNER NAME: 711 N Main Street LLC  
 PROPERTY OWNER MAILING ADDRESS: P.O. Box 1270 Ketchikan 10 83340  
 PROPERTY OWNER PHONE: 208-726-1780

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

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

Joe Witter  
 Signature  
Joe Witter  
 Printed Name

Regional Manager  
 Title  
4-8-2013  
 Date

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

04/07



# HAILEY FIRE DEPARTMENT

## APPLICATION FOR SAFE AND SANE FIREWORKS PERMIT

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

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

APPLICANT'S FULL NAME: Bruce WPAUER  
 BUSINESS NAME: (If applicable) Outlet Fireworks LLC  
 PHYSICAL ADDRESS OF APPLICANT: 1619 Brook Field Ct Twin Falls Id 83301  
 MAILING ADDRESS OF APPLICANT: SAME  
 (IF DIFFERENT FROM ABOVE)  
 APPLICANT PHONE: 208-734-5051 DATE OF BIRTH: 12/13/1977  
 APPLICANT'S STATE SALES TAX PERMIT NUMBER: 002568351-8  
 PROPOSED LOCATION OF FIREWORKS STAND: 616 Main St Hailey Id. 83333  
 PROPERTY OWNER NAME: Tom King  
 PROPERTY OWNER MAILING ADDRESS: 1650 W Redke Blvd. Burley Id. 83318  
 PROPERTY OWNER PHONE: 208-678-3978

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

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

Bruce Wpauer  
Signature

Partner  
Title

Bruce WPAUER  
Printed Name

5-23-13  
Date

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

07/07



# HAILEY FIRE DEPARTMENT

## APPLICATION FOR SAFE AND SANE FIREWORKS PERMIT

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

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

APPLICANT'S FULL NAME: Bruce WPAUCR  
 BUSINESS NAME: (if applicable) Outlet Fireworks LLC  
 PHYSICAL ADDRESS OF APPLICANT: 1619 Brookfield Ct Twin Falls Id. 83301  
 MAILING ADDRESS OF APPLICANT: Same  
 (IF DIFFERENT FROM ABOVE)  
 APPLICANT PHONE: 208-734-5051 DATE OF BIRTH: 12/13/47  
 APPLICANT'S STATE SALES TAX PERMIT NUMBER: 002568351-S  
 PROPOSED LOCATION OF FIREWORKS STAND: Albertsons 911 E Main St. Hailey  
 PROPERTY OWNER NAME: MANAGER Hailey 83333  
 PROPERTY OWNER MAILING ADDRESS: SAME  
 PROPERTY OWNER PHONE: 208-788-6709

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

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

Bruce Wpaucr  
Signature

Partner  
Title

Bruce WPAUCR  
Printed Name

5-23-13  
Date

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

07/07



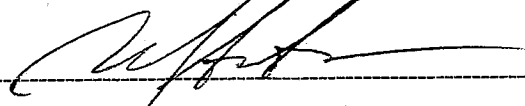


AGENDA ITEM SUMMARY

DATE: 06/17/2013

DEPARTMENT: Community Development

DEPT. HEAD SIGNATURE: \_\_\_\_\_



SUBJECT:

Motion to approve special event, Color Run being held at the Wood River High School (Saturday, July 6<sup>th</sup> 2013 from 9:00 a.m. to 10:00 p.m.).

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

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # \_\_\_\_\_

Budget Line Item # \_\_\_\_\_ YTD Line Item Balance \$ \_\_\_\_\_

Estimated Hours Spent to Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

Staff Contact: \_\_\_\_\_ Phone # \_\_\_\_\_

Comments: \_\_\_\_\_

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

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

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Recommendation to approve a special event, Color Run being held at the Wood River High School (Saturday, June 6<sup>th</sup> 2013 from 9:00 a.m. to 10:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator \_\_\_\_\_ Dept. Head in Attendance at Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

FOLLOW-UP:

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

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



RECEIVED JUN 11 2013

SPECIAL EVENT PERMIT APPLICATION

EMAIL TO DEPT HEADS: 6/11/13
HFD: [checked] HPD: [checked] HBD: [checked] HENG: [checked] AMPL PERMIT: [checked]
CERT INSURANCE: [checked] STR CLOSURE: [ ] BARRICADE MAP: [ ] CATERING PERMIT: [ ] SIGN PERMIT: [ ]

EVENT NAME: Color run Senior Project

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

[checked] 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 with 3 columns: Date(s) of Event, Hours, Estimated # of Attendees. Rows include event date 7-6-13, set-up date, and tear down date with corresponding start/end times.

IV. FEES

Special Event Permit Application Fee \$125 [checked]

Events that meet the following criteria may be exempted from Park Rental Fee by resolution of the City Council:

- [ ] Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators. Tax Exempt #:
[ ] Promoted locally and regionally within the state and the northwest.

Per Day Park Rental Fee \$200 [ ]

Tax (on park rental fees only) 6% [ ]

Security Services Deposit [ ]

TOTAL DUE \$125

V. ORGANIZATION INFORMATION

Sponsoring Organization: Wood River High School Senior Project

Applicant's Name: Janey Passey / Mary Fauth Title:

Address: 399 P. O. Box City: Hailey State: ID Zip: 83333

Telephone Day: (208) 721-8657 Evening: same FAX: X

Applicant Driver's License #: FA133291E EMAIL: runnergirlpassey@yahoo.com

Federal Tax #: State Tax #:

VI. EVENT INFORMATION

New Event: Yes [X] No Annual Event: Yes No [X] Years Operating 0

Event Category: [X] Commercial [ ] Noncommercial

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

Description of Event: Community 5K color run, with color stations at every mile where participants would be sprayed with color. proceeds to benefit

Additional Details: a non profit organization. Updated: 8/23/2012 (Attach any additional pages as needed)

**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: Premier T&S-Rose Agent Name: T. Black Phone: 208-433-1000

**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.

**SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED**

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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Street Closures & Access / Parade (if yes) <ul style="list-style-type: none"> <li>Street Closure for Special Event Application and detailed map listing areas of closure, parade route is required. An ITD permit is required for Main Street.</li> <li>Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Served (Free of Charge) (name of provider)
<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#		Canopies/Tents/Membranes/Temporary Structures (Number & Size(s)) City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 200 sq. ft.		<input checked="" type="checkbox"/>	Food/Beverages will be served (List Caterers):
#	<input checked="" type="checkbox"/>	Security (detail who, number of officers, times. Attach plan)		<input checked="" type="checkbox"/>	Vendors items sold/ solicitation
<input type="checkbox"/>	<input type="checkbox"/>	Medical Services (Circle) First Aid and/or EMS Services *Determination of EMS services is dependent on event size and type. Who is providing this service: _____		<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic Control / Shuttle Buses (Number of buses / locations / hours of operation, attach plan.)	#	1	Booths: Profit / <del>Non-Profit</del>
#	1	Electricity / Generators (Size _____) Attach detailed electrical plan.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Activities / Entertainment (Agenda) Other equipment or entertainment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lighting plan: attach plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Gray Water Barrel / Grease Barrel (circle /detail # and locations)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stages (Number and Size(s) _____)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitation <del>Trash bins</del> Dumpsters, Recycle (circle /detail # and locations)	#	<input checked="" type="checkbox"/>	Barricades. How many identify locations and attach logistics map
#	1	Porta Toilets / Wash Stations (Quantity ADA _____ Regular _____)	#	217	EVENT estimated attendance: <u>260</u> Number of staff working event: <u>1</u> Number of volunteers working event: <u>16</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Drinking / Washing (circle)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Amplified Sound Permit-the allowable sound decibel level - (90) dB maximum

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: Janel Parrey Date: 6-5-13



## AMPLIFIED SOUND PERMIT APPLICATION

**Instructions:**

Fill in the details on the application return it to the Special Events Administrator. It will then be forwarded to the appropriate authority for approval and signature. The completed and signed application will act as your permit and will be forwarded to you once approvals and signatures are completed.

**It is important for the success of your event that surrounding residents and businesses are aware of the event and to have a contact for the event.** It is your responsibility to notify all residents and businesses in the immediate area that may be affected by the events amplified music prior to the event. On the back of this permit is a form entitled "Notification of Amplified Sound Event" to be used for notification. Please fill out the form, copy and distribute it to your event neighbors.

By notifying surrounding residents in advance of your event, it is the expectation of the City of Hailey that you will take the opportunity to correct amplification levels if you are contacted directly.

Events may require an Amplified Sound Permit to be filed along with a Special Events Permit. The Hailey Municipal Code does exempt certain events as a special event, however, an Amplified Sound Permit maybe required. Please contact the Special Events Administrator at 208-788-4221 x22 to help determine the requirements for your event.

**Applicable Requirements:** There is no fee for the administrative review of this application or the first Hailey Police Department visit to your event, for visits 2 and more the fee charged to the applicant will be \$25.00 per visit. The allowable sound decibel level is - (90) dB maximum and sound may only be amplified between the hours of 10 am and 10 pm.

Name of Applicant: Janel Passey Phone: (208) 721-8657  
 Address of Applicant: P.O. box 399. Hailey 83333.  
 Type of Event: color run 5K  
 Location of Event: By the Wood River High School.  
 Date of Event: 7-6-13 Number of People Expected: 200  
 Time of Amplification: From 8:30 am to 10:30 am

**By signing this application, you are confirming the receipt and knowledge of the applicable requirements and agree to comply with them.** In the event the Police Department has to intervene, the permit may be voided if found to not be in compliance with the applicable requirements.

Signature of Applicant: Janel Passey Date: 6-5-13

**When signed by the Police Chief or designee, a copy of the signed application will be your permit.**

Chief of Police, or designee Signature: [Signature] Date: 6-12-13

<input type="checkbox"/>	Permit Approved	(For City Use Only)
<input type="checkbox"/>	Not Approved (check reason below)	
<input type="checkbox"/>	Use of the equipment would constitute a detriment to traffic safety;	
<input type="checkbox"/>	The issuance of the permit would be otherwise detrimental to the public health, safety or welfare;	
<input type="checkbox"/>	The issuance of the permit will substantially interfere with the peace and quiet of the neighborhood or the community;	
<input type="checkbox"/>	The applicant would violate the provisions of this Code or any other law.	





## DECISION

Based on the Application for a Special Event Permit for the Color Run , 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. A supporting application is on file and shall be complied with.

### Additional Conditions

- a. None

DATED this 17<sup>th</sup> day of June 2013.

CITY OF HAILEY

By: \_\_\_\_\_  
Fritz Haemmerle, its Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

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

## SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey (“the City”) for the Color Run, (to be held on Saturday July 20<sup>th</sup> from 9 a.m. to 10 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 17<sup>th</sup> day of June 2013.

APPLICANT:

By: \_\_\_\_\_

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

CITY OF HAILEY:

By: \_\_\_\_\_

Fritz Haemmerle, its Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, its City Clerk

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

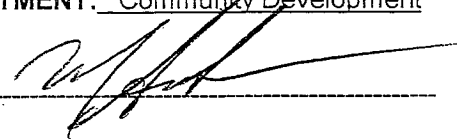


**AGENDA ITEM SUMMARY**

DATE: 06/03/2013

DEPARTMENT: Community Development

DEPT. HEAD SIGNATURE: \_\_\_\_\_



**SUBJECT:**

Motion to approve special event, 4<sup>th</sup> of July Parade, Criterium Bike Race, Kids Carnival and Street Dance being held at Main Street, 1<sup>st</sup> Avenue, and Hailey Square (Thursday, July 4<sup>th</sup> 2013 from 11:00 a.m. to 10:00 p.m.).

**AUTHORITY:**  ID Code \_\_\_\_\_  IAR \_\_\_\_\_  City Ordinance/Code \_\_\_\_\_  
(IF APPLICABLE)

**BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:**

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

**ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:** (IF APPLICABLE)

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

**RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:**

Recommendation to approve a special event, 4<sup>th</sup> of July Parade, Criterium Bike Race, Kids Carnival and Street Dance being held at Main Street, 1<sup>st</sup> Avenue, and Hailey Square (Thursday, July 4<sup>th</sup> 2013 from 11:00 a.m. to 10:00 p.m.), and authorization for the Mayor to sign the special event decision and special event agreement.

**ADMINISTRATIVE COMMENTS/APPROVAL:**

City Administrator \_\_\_\_\_ Dept. Head in Attendance at Meeting (circle one) Yes No

**ACTION OF THE CITY COUNCIL:**

Date \_\_\_\_\_

City Clerk \_\_\_\_\_

**FOLLOW-UP:**

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

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



HFD: yes CERT INSURANCE: yes  
 HPD: yes STR CLOSURE: yes  
 HPD SEC: NO BARRICADE MAP: yes  
 HENG: yes CATERING PERMIT: NO  
 AMPL PERMIT: yes SIGN PERMIT: NO

**RECEIVED**  
 MAY 08 2013  
 BY: \_\_\_\_\_

**SPECIAL EVENT PERMIT APPLICATION**

EVENT NAME: 4th of July Parade, Criterium Bike Race, Kids Carnival and Street Dance

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

Public Property  Private Property

Main St, 1st Ave, Hailey Square, Hop Porter Park - see map

**III. EVENT SCHEDULE**

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

Date(s) of Event	Hours	Estimated # of Attendees
<u>7/4/2013</u>	Start Time: <u>11:00</u> End Time: <u>10:00 PM</u>	One Hour Interval: All Day: <u>5000</u>
<u>Various Events</u>	Start Time: _____ End Time: _____	One Hour Interval: All Day: _____
Date of Set-Up <u>7/4</u>	Start Time: <u>9:00 AM</u> End Time: <u>10:30 PM</u>	
Date of Tear Down	Start Time: _____ End Time: <u>10:30 PM</u>	

**IV. FEES**

Special Event Permit Application Fee \$125  125.00

Events that meet the following criteria may be exempted from Park Rental Fee by resolution of the City Council:

- Non-profit event that is held annually within the City of Hailey for at least ten consecutive years and consistently draw large numbers of participants and spectators. Tax Exempt #: \_\_\_\_\_
- Promoted locally and regionally within the state and the northwest.

Per Day Park Rental Fee \$200  Exempt

Tax (on park rental fees only) 6%  \_\_\_\_\_

Security Services Deposit  \_\_\_\_\_

**TOTAL DUE** 125.00

**V. ORGANIZATION INFORMATION**

Sponsoring Organization: HAILEY CHAMBER OF COMMERCE

Applicant's Name: Geegee Lowe Title: Visitor Center/Chamber Mgr

Address: Box 100 781 South Main Street City: Hailey State: ID Zip: 83333

Telephone Day: 208-788-3484 Evening: 208-720-7395 FAX: 208-578-1595

Applicant Driver's License #: FA 106202K EMAIL: geegee@haileyidaho.com

Federal Tax #: 82-0420093 State Tax #: \_\_\_\_\_

**VI. EVENT INFORMATION**

New Event: Yes \_\_\_\_\_ No X Annual Event: Yes X No \_\_\_\_\_ Years Operating 50+

Event Category:  Commercial  Noncommercial

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

Description of Event: Parade, BCRD Bike Race, Street Dance Hailey Square, Kids Carnival Hop Porter Park

Licensed Vendors at Street Dance and Hop Porter Park

Additional Details: Details attached

**VII. INSURANCE REQUIREMENTS**

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

Insurance Company: Philadelphia Agent Name: Betty Urbany Bisnett Phone: (208) 726-8866

**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.

**SPECIAL EVENT ACTIVITIES & CITY SERVICES REQUESTED**

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

Yes	No	Check all Planned Activities	Yes	No	Check all Planned Activities
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Street Closures &amp; Access / Parade (if yes)</b> <ul style="list-style-type: none"> <li>Street Closure for Special Event Application and detailed map listing areas of closure, parade route is required. <i>An ITD permit is required for Main Street.</i></li> <li>Your Event Coordinator is required to have the Notification Certification completed by all affected businesses, churches, schools and neighborhoods.</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Alcohol Served (Free of Charge) (name of provider)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alcohol Sold Requires Alcohol Beverage Catering Permit (Hailey Code 5.13)
#	10	<b>Canopies/Tents/Membranes/Temporary Structures</b> (Number & Size(s)) City of Hailey Fire Department, Fire Code Enforcement may require a permit for tents, canopies, membrane, or temporary structures over 200 sq. ft.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Food/Beverages will be served (List Caterers): licensed vendors
#	X	<b>Security</b> (detail who, number of officers, times. Attach plan)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vendors items sold/ solicitation Licensed Vendors
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Medical Services</b> (Circle) First Aid and/or EMS Services *Determination of EMS services is dependent on event size and type. Who is providing this service: <u>City available</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Traffic Control / Shuttle Buses</b> (Number of buses / locations / hours of operation, attach plan.)	#	<input checked="" type="checkbox"/>	Booths: Profit / Non-Profit <b>Non Profit</b>
#	X	<b>Electricity / Generators</b> (Size _____) Attach detailed electrical plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Activities / Entertainment (Agenda) Other equipment or entertainment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Lighting plan:</b> attach plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Signs or Banners: sign permit may be required by the City Planning and Zoning Department
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Gray Water Barrel / Grease Barrel</b> (circle /detail # and locations)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stages (Number and Size(s)) _____ <b>2</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Sanitation</b> -Trash bins, Dumpsters, Recycle (circle /detail # and locations)	#	<input checked="" type="checkbox"/>	Barricades. How many identify locations and attach logistics map
#	<input checked="" type="checkbox"/>	<b>Porta Toilets / Wash Stations</b> (Quantity ADA Regular) <b>10 - 15</b>	#	<input checked="" type="checkbox"/>	EVENT estimated attendance: <u>5000</u> Number of staff working event: <u>5</u> Number of volunteers working event: <u>25-30</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>Water</b> Drinking / Washing (circle)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Amplified Sound Permit-the allowable sound decibel level - (90) dB maximum

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: *Jege Lowe* Date: 4/9/2013



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 4<sup>th</sup> 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 4<sup>th</sup> 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. New to the numerous events that day will be the Street Dance in Hailey Holiday Square to benefit the Hailey Fireworks. Something for everyone dawn to dusk ...and more with the grand finale – the fireworks!

Along with the Hailey Special Event Permit request is enclosed a copy of the special event application to the Idaho Transportation Department. Please note that page(s) 4 and 6 will need to be signed by the City of Hailey as co-sponsor and forwarded to Dave Jensen of the Idaho Transportation Department.

Thank you for your support and attention to this matter.

Sincerely,

Geegee Lowe  
Hailey Chamber of Commerce

Hailey Chamber of Commerce  
@ The Welcome Center 781 S. Main Street  
P.O. Box 100 Hailey, Idaho 83333  
Phone: (208) 788-3484  
Fax: (208) 578-1595  
[www.haileyidaho.com](http://www.haileyidaho.com)



# CERTIFICATE OF LIABILITY INSURANCE

HAILE-2 OP ID: BL

DATE (MM/DD/YYYY)

05/23/2013

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

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

<b>PRODUCER</b> Ketchum Branch Bisnett Insurance Inc. PO Box 5567 Ketchum, ID 83340 Betty Urbany		Phone: 208-726-8866 Fax: 208-726-8491	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>FAX (A/C, No):</b> _____
<b>INSURED</b> Hailey Chamber of Commerce PO Box 100 Hailey, ID 83333		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Comp <b>INSURER B:</b> _____ <b>INSURER C:</b> _____ <b>INSURER D:</b> _____ <b>INSURER E:</b> _____ <b>INSURER F:</b> _____	

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK1016103	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 4th of July Parade 2013

**CERTIFICATE HOLDER****CANCELLATION**

HAILEYC  City of Hailey Box 945 Hailey, ID 83333	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Betty Urbany
--	---



## AMPLIFIED SOUND PERMIT APPLICATION

**Instructions:**

Fill in the details on the application return it to the Special Events Administrator. It will then be forwarded to the appropriate authority for approval and signature. The completed and signed application will act as your permit and will be forwarded to you once approvals and signatures are completed.

**It is important for the success of your event that surrounding residents and businesses are aware of the event and to have a contact for the event.** It is your responsibility to notify all residents and businesses in the immediate area that may be affected by the events amplified music prior to the event. On the back of this permit is a form entitled "Notification of Amplified Sound Event" to be used for notification. Please fill out the form, copy and distribute it to your event neighbors.

By notifying surrounding residents in advance of your event, it is the expectation of the City of Hailey that you will take the opportunity to correct amplification levels if you are contacted directly.

Events may require an Amplified Sound Permit to be filed along with a Special Events Permit. The Hailey Municipal Code does exempt certain events as a special event, however, an Amplified Sound Permit maybe required. Please contact the Special Events Administrator at 208-788-4221 x22 to help determine the requirements for your event.

**Applicable Requirements:** There is no fee for the administrative review of this application or the first Hailey Police Department visit to your event, for visits 2 and more the fee charged to the applicant will be \$25.00 per visit. The allowable sound decibel level is – (90) dB maximum and sound may only be amplified between the hours of 10 am and 10 pm.

Name of Applicant: Hailey Chamber of Commerce Phone: 208-788-3484  
Address of Applicant: Po Box 100 Hailey, ID 83333  
Type of Event: Freedom Street Dance- 4th of July  
Location of Event: Croy Street between Main and River  
Date of Event: 7/4/2013 Number of People Expected: 250  
Time of Amplification: From 4pm to 10:00pm

By signing this application, you are confirming the receipt and knowledge of the applicable requirements and agree to comply with them. In the event the Police Department has to intervene, the permit may be voided if found to not be in compliance with the applicable requirements.

Signature of Applicant: *Jegeer Lowe* Date: 05/22/2013

When signed by the Police Chief or designee, a copy of the signed application will be your permit.

Chief of Police, or designee Signature: *[Signature]* Date: 5-23-13

<input checked="" type="checkbox"/>	<b>Permit Approved</b>	(For City Use Only)
<input type="checkbox"/>	<b>Not Approved (check reason below)</b>	
<input type="checkbox"/>	Use of the equipment would constitute a detriment to traffic safety;	
<input type="checkbox"/>	The issuance of the permit would be otherwise detrimental to the public health, safety or welfare;	
<input type="checkbox"/>	The issuance of the permit will substantially interfere with the peace and quiet of the neighborhood or the community;	
<input type="checkbox"/>	The applicant would violate the provisions of this Code or any other law.	

## 4<sup>th</sup> of July 2013 Celebration in Hailey

4<sup>th</sup> of July celebration in Hailey will be including the 4<sup>th</sup> of July Parade, BCRD Bike Criterium, Children's Carnival and Street Dance. Our marketing and event planning efforts will again this year be with BCRD for the Criterium Bike Race, Spirit and Motion Athletic School for the Children's Carnival and 4<sup>th</sup> of July Committee for the Parade and Street Dance. We hope to make it an eventful day for residents as well visitors.

1. The Children's Carnival will be on located at Hop Porter Park. Contact: Spririt and Motion Athletic School, Amanda Norton 208-720-4306, 208-968-4483
2. Please close down West Croy between Main and Alley way as well as West Carbonate and River Street for the announcing stands at 8:00 a.m. 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: Geegee Lowe 720 – 7395. Jane Drussel 720-4064

3. We will have 2 Announcing stands this year. Locations at West Croy and West Carbonate.
4. 4<sup>th</sup> 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 Janelle Connors: 578-2273 720-7427.
5. The Street Dance will be set up at Hailey Square after the parade. Announcer Stand will be utilized as part of the stage.
6. 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. Vendors will be informed of permits needed for the event.



## STREET CLOSURE FOR SPECIAL EVENT

EVENT NAME: 4th of July PARADE - BIKE CRITERIUM  
 The above listed event received a street closure permit for a community event.

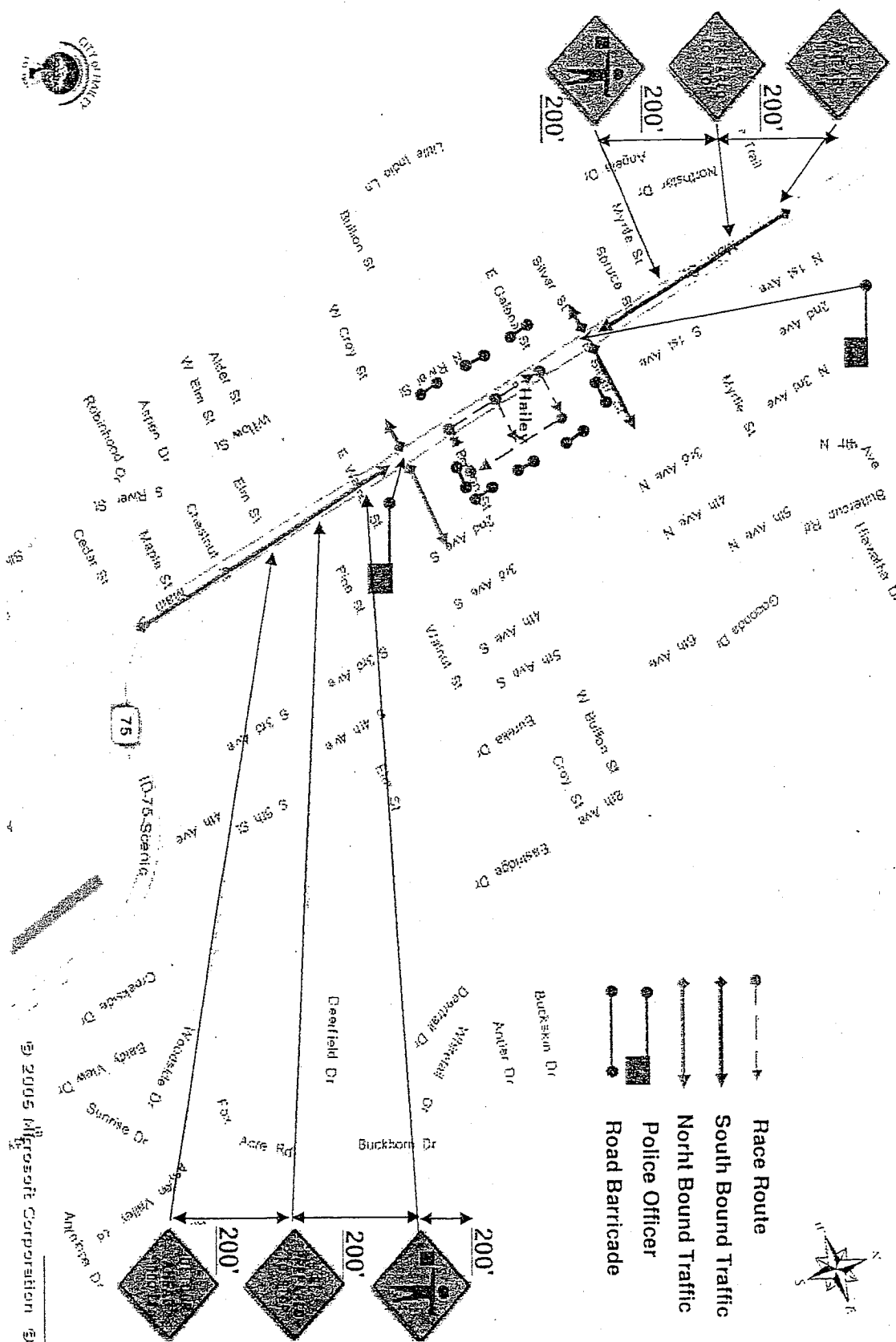
STREET CLOSURE DATES: 4th of July 2013

Route/street closure is map is attached.

Names of streets to be closed (attach further closures on a separate sheet if needed)		
MAIN	Between (street) BULLION	And (street) GALENA
BULLION (EAST)	Between (street) MAIN	And (street) 1ST
CARBONATE (EAST)	Between (street) MAIN	And (street) 1ST
GALENA (EAST)	Between (street) MAIN	And (street) 1ST
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
Time of Street Closure	Start: 11:00	End: 4:00
Participant type and number of entries of each type (check all that apply):		
<input checked="" type="checkbox"/> Participants/Spectators <u>300</u> <input type="checkbox"/> Animals _____ <input type="checkbox"/> Vehicles _____ <input type="checkbox"/> Floats _____ <input type="checkbox"/> Busses _____ <input checked="" type="checkbox"/> Bikes _____		



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

ANNOUNCER STAND

LEGEND

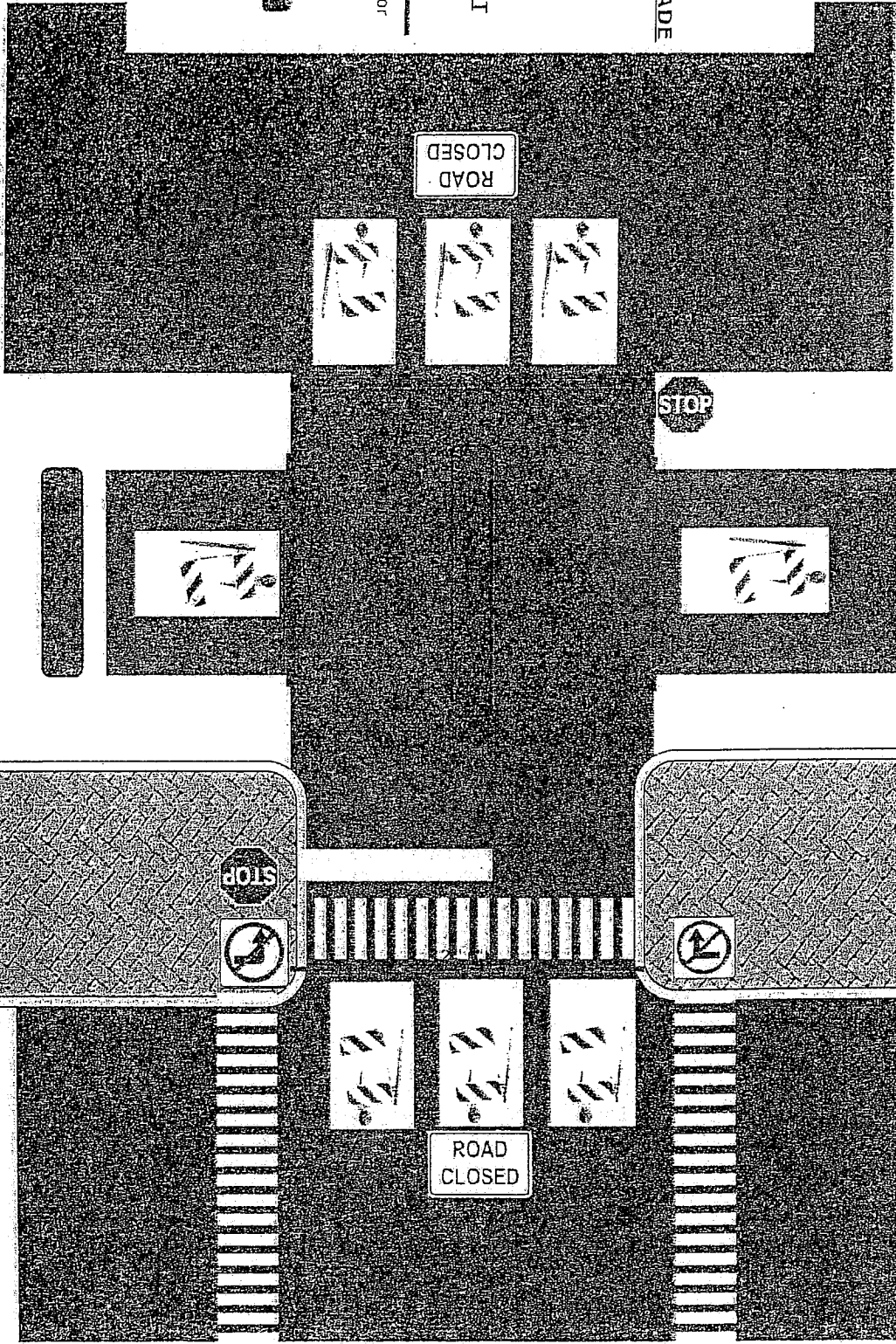
TYPE 1 BARRICADE

ROAD CLOSED

ROAD CLOSED

NO LEFT OR RIGHT TURN

PLACEMENT AREA for Barricades



River

Carborate West

Main



**STREET CLOSURE FOR SPECIAL EVENT**

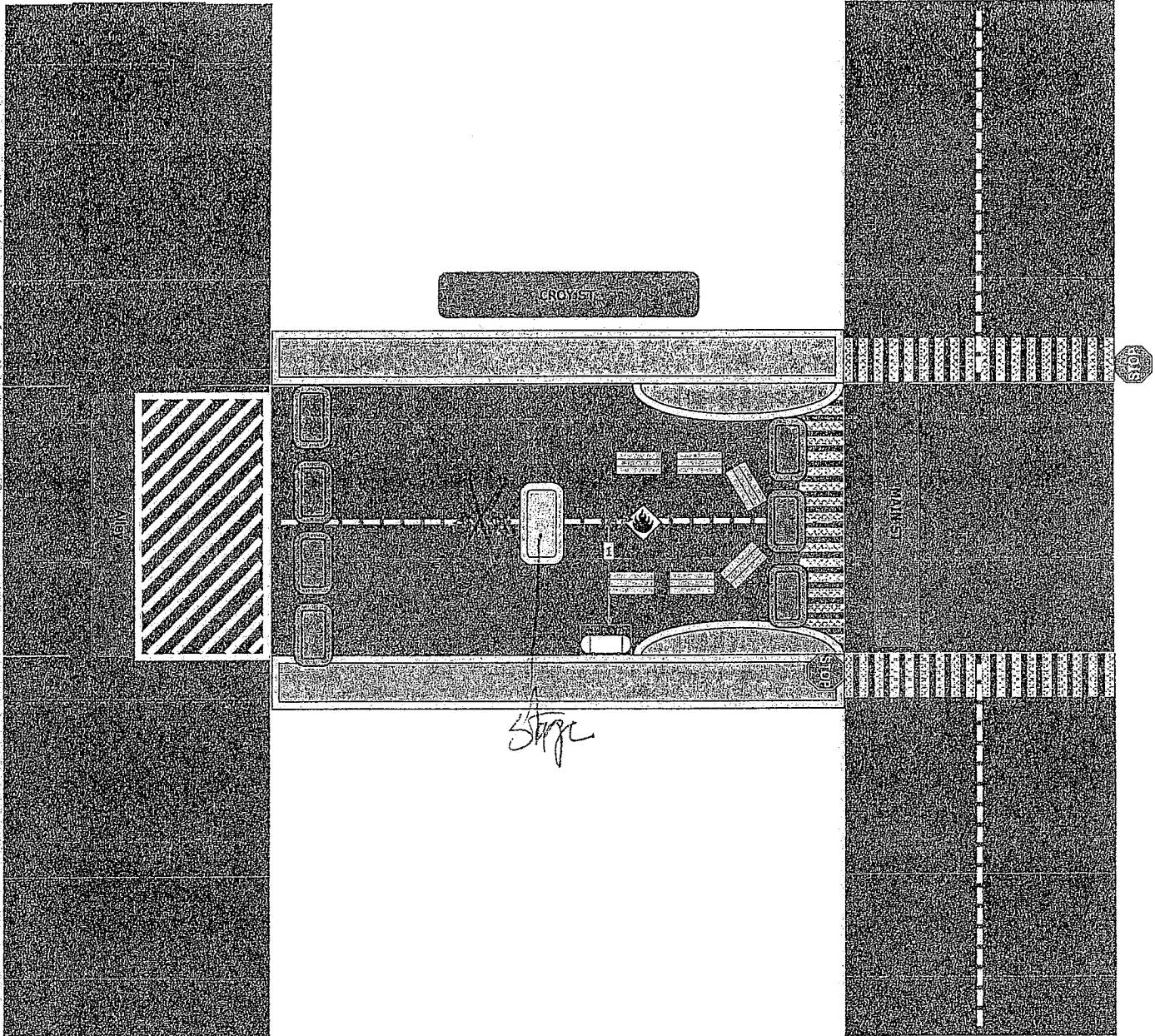
EVENT NAME: 4th of July Street Dance 2013  
The above listed event received a street closure permit for a community event.

STREET CLOSURE DATES: 4th of July 2013

Route/street closure is map is attached.

Names of streets to be closed (attach further closures on a separate sheet if needed)		
W. CROY	Between (street) MAIN	And (street) ALLEY (MAIN & RIVER)
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
	Between (street)	And (street)
Time of Street Closure	Start: 11:00 AM	End: 10 PM
Participant type and number of entries of each type (check all that apply):		
<input checked="" type="checkbox"/> Participants/Spectators <u>300</u> <input type="checkbox"/> Animals _____ <input type="checkbox"/> Vehicles _____ <input type="checkbox"/> Floats _____ <input type="checkbox"/> Busses _____ <input type="checkbox"/> Bikes _____		

4th of Street Dance 2013 (ANNOKER STAND DURING PARADE)  
July 4, 2013



## DECISION

Based on the Application for a Special Event Permit for the 4<sup>th</sup> of July Parade, Criterium Bike Race, Kids Carnival and Street Dance, 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. A supporting application is on file and shall be complied with.

### Additional Conditions

- a. None

DATED this 17<sup>th</sup> day of June 2013.

CITY OF HAILEY

By: \_\_\_\_\_  
Fritz Haemmerle, its Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, City Clerk

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

## SPECIAL EVENT AGREEMENT

In consideration of the granting of a special event permit by the City of Hailey ("the City") for the 4<sup>th</sup> of July Parade, Criterium Bike Race, Kids Carnival and Street Dance, (to be held on Thursday July 4<sup>th</sup> from 11 a.m. to 10 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 17<sup>th</sup> day of June 2013.

APPLICANT:

By: \_\_\_\_\_

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

CITY OF HAILEY:

By: \_\_\_\_\_  
Fritz Haemmerle, its Mayor

ATTEST:

\_\_\_\_\_  
Mary Cone, its City Clerk

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



## AGREEMENT FOR A SPECIAL EVENT ON STATE HIGHWAYS

THIS AGREEMENT, made and entered into this 15th day of April, 2013 (year), by and between the Idaho Transportation Department, hereafter called the "Department," and The City of Hailey and the Hailey Chamber of Commerce, whose address is: City of Hailey 115 Main Street South and Hailey Chamber of Commerce 781 S. Main St and phone number is: (208)788-4221 City (208)788-3484 HCC, 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 Parade Celebration (parade, bike race, etc.), Located in Elaine County, City of Hailey, (Name of event) (County and/or City)

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

on the following date(s) Thursday, July 4, 2013 11:00 AM - 4:00 PM, and

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

### SECTION I: THE SPONSOR SHALL:

#### **Prior to completion of this agreement:**

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

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

#### **Evidence Of Insurance.**

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

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

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

### **Independent Contractor Status**

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

### **Indemnification**

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

### **Required Insurance Coverage**

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

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

### **No Representation of Coverage Adequacy.**

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



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

**Release the State from Liability**

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

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

**Exemptions -- Insurance Requirements**

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

**File a Traffic Control Plan**

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

Traffic control devices (signs, barricades, cones, tubular markers, drums, flagger paddles, etc.) shall be the responsibility of the Sponsor. When directed by the District Engineer, signing and traffic control for high volume, high-speed event sites shall be done by or under the supervision of law enforcement officers that are certified in or recognized by the State of Idaho. If requested by the Department, the Sponsor will meet with cities, law enforcement agencies and the Idaho Transportation Department at Hailey City Hall on June 21, 2013 (at least a week prior to the event) for a traffic control briefing.

Bicycle events which do not have law enforcement escorts as a part of their traffic control plan, shall require participants to ride as close as possible to the right hand (RH) edge of the roadway in single file formation, except when passing.

**Appoint a "Liaison" Officer**

Herein named Kelly Schwartz  
name

City of Hailey 115 Main St S. Hailey, ID (208) 788-5965 Ext 10  
address phone

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

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

**SECTION II: THE DEPARTMENT SHALL:**

**Prior to completion of this agreement:**

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

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

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

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

**Grant Written Permission.**

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

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

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

Sponsor:

Representing:

Jane Drusset *Jane Drusset*

Hailey Chamber of Commerce

(Sponsor/Authorized Representative)

(208) 788-0848

Date: 4-15-13

(Phone Number)

Notary for Sponsor:

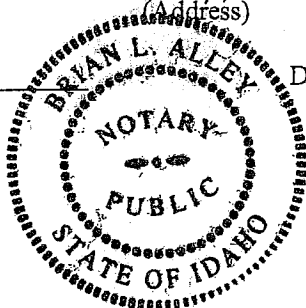
*Bryan L. Alley*  
(Notary Name)

Hailey, ID  
(Address)

208-788-3446  
(Phone Number)

Date: March 30, 2019  
(Commission Expires)

Date: April 15, 2013  
(Agreement Signed)



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:

Representing:

City of Hailey

\_\_\_\_\_  
(Sponsor/Authorized Representative)

(208) 788-3484

Date: \_\_\_\_\_

\_\_\_\_\_  
(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/Authorized Representative)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Highway Operations Engineer, if applicable)

By: \_\_\_\_\_  
(Local official, if applicable) (Title)

Date: \_\_\_\_\_

Notary for Department:

\_\_\_\_\_  
(Notary Name) (Address) (Phone Number)

Date: \_\_\_\_\_  
(Commission Expires)

Date: \_\_\_\_\_  
(Agreement Signed)

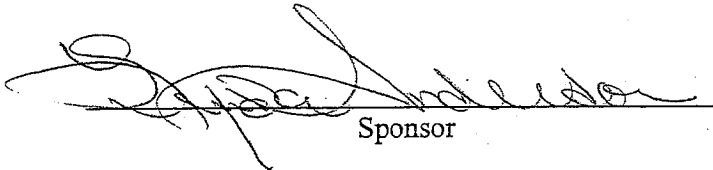


## HOLD HARMLESS RELEASE

Hailey Chamber of Commerce \_\_\_\_\_ proposing to conduct an event called

(Sponsor)

4th of July Celebration Parade & Criterium \_\_\_\_\_ 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

4/15/13  
\_\_\_\_\_  
Date



## HOLD HARMLESS RELEASE

City of Hailey \_\_\_\_\_ proposing to conduct an event called  
(Sponsor)

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

\_\_\_\_\_  
Sponsor

\_\_\_\_\_  
Date



N/A

### GENERAL RELEASE

I, \_\_\_\_\_ (herein referred to as "Participant")  
(Print Name)

being of lawful age, and 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 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.

\_\_\_\_\_  
(Participant)

\_\_\_\_\_  
(Date)



*N/A*

**GENERAL RELEASE  
(for a Minor)**

We \_\_\_\_\_ and \_\_\_\_\_,  
(Print Name) (Print Name)

husband and wife (herein referred to as "Parents") as parents (or legal guardians) of

\_\_\_\_\_, a minor child, (herein referred to as "Minor")  
(Print Name)

in consideration of participating in the

\_\_\_\_\_, on \_\_\_\_\_  
(Name of Activity) (Date)

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

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

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

\_\_\_\_\_  
(Parent)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Parent)

\_\_\_\_\_  
(Date)



Idaho Transportation Department



# **Policy and Procedures**

## **Special Events on the State Highway System**

**May 15, 2012**

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# Idaho Transportation Department

## Division of Highways

3311 W. State St., Boise, Idaho

Mailing Address: P. O. Box 7129, Boise, Idaho 83707-1129

## District Offices

### District 1

District Engineer  
600 West Prairie  
Coeur d'Alene, ID 83815-8764

### District 2

District Engineer  
P. O. Box 837  
Lewiston, ID 83501-0837

### District 3

District Engineer  
P. O. Box 8028  
Boise, ID 83707-2028

### District 4

District Engineer  
216 S. Date St.  
Shoshone, ID 83352-5448

### District 5

District Engineer  
P. O. Box 4700  
Pocatello, ID 83205-4700

### District 6

District Engineer  
P. O. Box 97  
Rigby, ID 83442-0097



## SPECIAL EVENTS ON STATE HIGHWAYS

### Special Events Definition

A special event is an activity conducted on, or adjacent to, the State Highway System where:

- The participants intend to proceed or conduct themselves on the highway without complying with the direction of traffic control devices or the rules of the road, as set out in Idaho Code; or
- Special traffic control may be required, such as flaggers, escort vehicles, special signing, or peace officer supervision and control for the safe movement of highway traffic; or
- The closing of a portion of the travelway to the general public may be required; or
- The potential exists to interfere with the normal movement of traffic on the highway or create a hazard within the right of way to the participants, traveling public, or the public in general; or
- An activity occurs outside the travelway, but occurs within the highway right of way, and involves the use of highway facilities for non-transportation related purposes, and has the potential to slow, disrupt, or interfere with the normal flow of traffic on the highway.

### Special Events Require Written Agreement

The use of the State Highway right of way for a special event may only be authorized by the Idaho Transportation Department through the execution of a Special Event Agreement between the department and the event sponsor. Written approval of the Federal Highway Administration shall be required for all events proposed in areas where full control of access exists.

### Prohibited or Restricted Events on the State Highway System

The following events are either prohibited or restricted by Idaho Code.

- Motor-powered racing. See Idaho Code, Section 49-1424, *Racing On Public Highways*.
- Snowmobile tours or races. See Idaho Code, Section 49-669, *Snowmobile Operation Limited*.
- Commercial activities. See Idaho Code, Section 49-660, *Stopping, Standing, Or Parking In Specified Places* and Section 49-709, *Pedestrians Soliciting Rides Or Business*.
- Stopping, standing, parking. See Idaho Code, Section 49-660, *Stopping, Standing, Or Parking In Specified Places*.

**Special Events General Requirements**

- Event Sponsors should hold events on low volume roads and off State highways whenever possible.
- Tour groups that inhibit traffic flow on narrow roadways and cause increased passing shall use wider routes when available.
- Slow-moving caravans shall have a slow moving vehicle emblem on the trailing vehicle and a sign to warn of other vehicles ahead. "Caravan Ahead" or some other legend shall be used.
- The trailing bike of a bike tour shall have an orange, pole mounted bike safety flag or a highly visible vest on the rider and the tour group shall not operate under conditions of poor visibility.

The following sections of Idaho Code shall be observed:

Idaho Code, Section 49-717, Position On Highway (Bicycles).

Idaho Code, Section 49-722, Bicycle Racing.

Idaho Code, Section 40-1207, Traffic Regulations—Posting of Notices—Penalty, Crossing of bridges with horses, mules or cattle.

**Application for Agreement**

Any individual, group, organization, or governmental entity planning to hold an event within the right of way of the State Highway System must apply for, and obtain, an approved Special Event Agreement from the Idaho Transportation Department. No Special Event shall commence within the right of way of the State Highway System prior to all parties having signed and executed the Special Event Agreement.

**Special Event Agreement Fees**

Application fees are based on the department's cost to produce the agreement and administer the program. The intent is to recover actual department expenses. All cities, counties, school districts and other governmental agencies will be exempted from the Special Event Agreement fees.

Special Event fees that are assessed by the Idaho Transportation Department do not include fees that may be imposed by other agencies to supervise the safety and traffic control of the special event. The Sponsor shall be responsible for obtaining all approvals, applicable permits, or insurance as required.

### **Appeal Process**

Any individual, group, organization, or governmental entity that has been denied a Special Event Agreement may, within thirty (30) days of denial, appeal the decision in writing. The letter of appeal should be submitted to the District at the following address:

District Engineer  
Idaho Transportation Department  
(See appropriate District office address.)

If the appeal is upheld at the District level, the applicant has the right to a final appeal to the Chief Engineer. The letter of appeal should be submitted to:

Chief Engineer  
Idaho Transportation Department  
PO Box 7129  
Boise ID 83707-1129

### **Non-Agreement Events on Highways**

An agreement is not required by the Idaho Transportation Department for funeral processions that may cause a traffic delay of 15 minutes or less. Flaggers, law enforcement officers, or escort officers shall be required to control all funeral processions that do not obey stop signs or traffic signals.

### **Events that are Parallel or Adjacent to the Highway**

Events that are conducted on waters or lands adjacent to the highway cannot be staged from the highway right of way. Vendors at such events are not allowed to use widened areas such as turnouts, overlooks, rest areas, etc., unless an approved Special Event Agreement has been obtained from the department. Congestion and safety of the highway traffic and the parking of participants, vendors, and spectators must be adequately addressed prior to approval of the Special Event Agreement.

Signed \_\_\_\_\_  
DWIGHT M. BOWER  
Director

Date March 31, 2000

This policy based on:

- Sections 40-310, and -1207, 49-201, 202, 208, 660, 669, 709, 717, 722 and 1424, Idaho Code
- Decision by the Director

Department-wide supervision and coordination assigned to:

- Assistant Chief Engineer (Operations)

Direction for activity and results assigned to:

- Traffic Section, District Engineer, Deputy Attorney General, and the Bureau of Risk Management

Department procedures contained in:

- Application for Special Events Agreement packet
- Traffic manual
- Manual on Uniform Traffic Control Devices

Former dates of A-12-02:

(formerly Director's Memorandum No. 21, dated 8/6/86), and 5/4/95

Cross-reference to related Administrative Policies:

- A-01-09, AUTHORITY TO SIGN CONTRACTS, AGREEMENTS, OR GRANTS  
AND THEIR REGISTRATION
- A-05-34, CLOSURES OR RESTRICTED USE OF STATE HIGHWAYS
- A-09-08, BICYCLE/PEDESTRIAN FACILITIES
- A-20-01, RELEASE OF DEPARTMENT INFORMATION TO THE MEDIA





## PROCEDURES FOR SPECIAL EVENTS ON STATE HIGHWAYS

### APPLICATION FOR AGREEMENT

All individuals, groups, organizations or governmental entities that are planning to hold an event within the right-of-way of the State Highway System, must apply for and obtain an approved special events agreement from the Idaho Transportation Department. All events must be approved by the Idaho Transportation Department prior to being held on the State Highway System.

Any event organizer or sponsor or participant in an event that is held without the Idaho Transportation Department's expressed written approval will be subject to sanctions by law enforcement personnel for violation of Idaho Code 49-202 (23).

Applications shall be made through the Traffic Engineer in the appropriate District office of the Idaho Transportation Department. Any event that will be held in more than one Idaho Transportation Department district shall make application for a special event agreement through the State Traffic Engineer at the Headquarters' Traffic office in Boise, Idaho.

Prior to submitting a formal application, applicants should obtain in advance maps, plans and documents of the proposed site for the special event to illustrate the site, and indicate the size and type of adjacent public highways, and impact of the special event on the traveling public within the public right-of-way. Applicants should also obtain in advance from the District Traffic office the anticipated traffic volumes and associated types of vehicles that use the route(s) that will be affected by the special event.

Interested parties may request a preliminary application conference with appropriate District personnel. Such a conference can be used to review the applicant's preliminary plans and to allow an opportunity to provide comments and recommendations. Comments and recommendations from the preliminary conference shall not be considered final approval.

Applicants should be advised of Department procedures for special events and be made fully aware of the length, cost, and complexity of this process. This includes, but is not limited to, requirements and costs associated with the application for agreement, liability insurance and traffic control.

When issued the special event agreement will be for a specific event by date and time as listed in the agreement and insurance documents. The agreement to use public right-of-way shall be considered void if the special event takes place at a time or place other than what is listed in the special event agreement or insurance documents. A new special event agreement will be required for any special event that does not take place as scheduled. Special event agreements will be not be allowed for multiple events unless the specific times and dates of the special events can be listed in the agreement and insurance documents. **All special event agreements will be for the current calendar year only; a new agreement will be required for each successive calendar year.**

## **SPECIAL EVENT FEES**

**Special Event Agreements to use State rights-of-way shall not be processed until all applicable fees are received. Fees for special event agreements are not refundable.**

The fees for special events shall be as follows:

**Special Event Agreements:** \$50.00 (per agreement)

Application fees are based on the Department's cost to produce the agreement and administer the program. The intent is to recover actual Department expenses. All cities, counties, school districts and other governmental agencies will be exempted from the special event agreement fees.

### **Miscellaneous Costs:**

In addition to the special event agreement fee, the Department may require the actual cost, or an amount set by the Department, to be paid by the applicant for the following:

- **Inspection fees** when complexity of the event and traffic control setup require inspection for safety. Inspection fees will include travel time, in excess of one (1) hour. The following provision should also be added to the special event agreement:

**Inspection special provisions:** "The Idaho Transportation Department shall be reimbursed for inspection time, including a loaded payroll rate and vehicle rental cost, subsistence and other expenses incurred". If additional inspections are required, the sponsor will be billed a flat fee as determined by the District at the time the special event agreement is issued.

- **A performance bond** may be required to guarantee damage repair to any structure within the public right-of-way. The bond amount should be large enough to cover costs to correct potential damage that might be caused by the applicant. The District shall ensure that the bond is executed by a surety company authorized to conduct business in Idaho and incorporated into the agreement file before the applicant is issued the special event agreement. When a performance bond is required; an inspection by both the applicant and an Idaho Transportation Department representative shall be required to document the condition of the structure before and after the event takes place.

**Special Event fees assessed by the Idaho Transportation Department do not include miscellaneous fees that may be imposed by local highway jurisdictions, governmental agencies or law enforcement agencies to supervise the safety and traffic control of the special event. The Sponsor shall be responsible for obtaining approval, any applicable permits or insurance that may be required by all local highway jurisdictions, governmental agencies or law enforcement agencies.**

## APPEAL PROCESS

### District:

When the District initially denies an application for a special event, the applicant should be notified of the denial in writing within **7 working days**. The applicant may appeal this denial in writing to the District within **thirty (30) days** of notification.

The District will have **7 working days** to review the appeal. If the District does not overturn their original denial, the appeal along with all related documentation and a letter of explanation for the denial shall be immediately forwarded to the State Traffic Engineer.

The State Traffic Engineer will have **7 working days** to review the complete appeal package and prepare it for the Chief Engineer's review and signature. If the State Traffic Engineer determines that insufficient documentation was submitted with the appeal, a letter shall be drafted within **7 working days** informing the District that the appeal will be placed on hold until additional documentation is supplied. When all documentation is available, the appeal process will continue.

Following a review of the appeal by the Chief Engineer, the applicant will be notified as follows:

- If the Chief Engineer overturns the denial, the State Traffic Engineer will notify the applicant **within 7 working days** by certified mail of the Chief Engineer's decision to approve the Special Event application. The original application, all accompanying documentation and a copy of the certified letter will be returned to the District or delegated highway agency to finalize the permitting process.
- If the Chief Engineer upholds the denial, the State Traffic Engineer will notify the applicant **within 7 working days** by certified mail of the Chief Engineer's decision to deny the Special Event application. A copy of the denial letter and the original application along with all accompanying documentation will be returned to the District for their files.

### Headquarters' Traffic:

When the Headquarters' Traffic initially denies an application, the applicant should be notified of the denial in writing within **7 working days**. The applicant may appeal this denial in writing to State Traffic Engineer within **thirty (30) days** of notification.

The State Traffic Engineer will have **7 working days** to review the appeal. If the State Traffic Engineer does not overturn the original denial, the appeal along with all related documentation and a letter of explanation for the denial shall be immediately forwarded to the Chief Engineer.

The Chief Engineer will have **14 working days** to review the appeal. Following a review of the appeal by the Chief Engineer, the applicant will be notified as follows:

- If the Chief Engineer overturns the denial, the original application, all accompanying documentation, will be returned to the State Traffic Engineer to finalize the permitting process. The State Traffic Engineer will notify the applicant **within 7 working days** by certified mail of the Chief Engineer's decision to approve the Special Event application.
- If the Chief Engineer upholds the denial, the State Traffic Engineer will notify the applicant **within 7 working days** by certified mail of the Chief Engineer's decision to deny the Special Event application. The original permit, a copy of the denial letter and all accompanying documentation will be retained by Headquarters' Traffic for their files.

## INSURANCE

A certificate of liability insurance from the event Sponsor must be delivered to the Department at least twenty (20) working days in advance of the event date to allow time to review the certificate for any deficiencies or changes. The liability insurance shall include comprehensive general liability and, when deemed necessary, comprehensive automobile liability. The certificate of insurance shall specifically refer to the name, date and type of event as specified in the agreement.

The following are specific items that **MUST** be on the certificate of insurance:

The State of Idaho must be named as an additional insured. The preferred wording would be "... coverage under this policy provides for the additional insured for all causes of action arising out of the event scheduled for \_\_\_\_\_ (date)."

A severability of interest clause using wording such as, "*The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.*"

In addition to the State of Idaho being named additional insured, the certificate must also state that the Sponsor's insurance is primary and covers all event activities. Suggested wording would be "*This policy is intended to be primary to, and not contributory with, any other insurance maintained by or on behalf of the State of Idaho or the Idaho Transportation Department, unless the claim or loss arises out of the sole negligence of the State of Idaho or Idaho Transportation Department.*"

A thirty-day, written, cancellation notification shall be required. If the wording is similar to "... will endeavor to inform ...", it shall be changed to read, "*the issuing company shall give written notice by mail 30 days prior to cancellation.*"

The size and scope of the event shall determine the insurance limits the Department requires. A locally sponsored event with entrants mostly from that area does not dictate the same limits required of a nationally or commercially sponsored event attracting participants from out of state. Minimum coverage of not less than \$1,000,000 combined single limit is required for all events. For a major event, the District shall contact the Headquarters' Traffic section or the Bureau of Risk Management for further assistance.

## RELEASE FROM LIABILITY

The event Sponsor(s) must have all participants sign a general release from liability. If the Sponsor does not wish to use an individual general release, a hold-harmless clause must be attached to the agreement. Suggested wording for a hold-harmless agreement is, "*The Sponsor shall 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.*"

### 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.

## TRAFFIC CONTROL

The Sponsor must submit a traffic control plan for approval at least twenty (20) working days in advance of the event date(s). When law enforcement officers or escort officers are included in the traffic control plan, the officers shall be briefed by the Sponsor on the event operation and an alternate traffic control plan should be developed and submitted to the Department for those times when the officers are not able to assist or are called away by an emergency.

Special protection is needed at sites where the existing traffic control devices are placed out of service during the event. The Sponsor shall obtain flaggers that are certified or trained by the American Traffic Safety Services Association (ATSSA) or have been certified by an individual or organization recognized by the Idaho Transportation Department (ITD). All flaggers should be trained for a minimum of four (4) hours in the proper flagging procedures. Signing, flagging, and all other traffic control devices (barricades, cones, drums, flagger paddles, safety vests, etc.) where required, shall be installed, operated and maintained in conformance with the **Manual on Uniform Traffic Control Devices (Latest Edition)**, and shall be the responsibility of the Sponsor.

When directed by the Department Engineer, signing and traffic control for high volume, high-speed event shall be done by or under the supervision of law enforcement officers certified in or recognized by the State of Idaho.

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. Prior to issuance of an agreement, the Traffic Control Plan should be approved by the Idaho Transportation Department and applicable local officials (See local official approval signature line on the Agreement).

