



WASHOE COUNTY

Integrity Communication Service

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STAFF REPORT

BOARD MEETING DATE: May 28, 2019

DATE: April 26, 2019

TO: Board of County Commissioners

FROM: Julee Olander, Planner, Planning and Building Division
Community Services Department, 775.382.3627,
jolander@washoecounty.us

THROUGH: Mojra Hauenstein, Arch., AICP, Planner, Division Director, Planning
& Building Division, Community Services Department, 328-3619,
mhauenstein@washoecounty.us

SUBJECT: Public hearing: Approve an Outdoor Festival Business License application (pursuant to Washoe County Code Chapter 25 and related provisions) and associated license conditions submitted by the Incline Community Business Association for the Incline Village Crystal Bay Fireworks Coalition to put on a fireworks show on July 4, 2019 at the Incline Village Beach (APN: 127-280-01) on a barge in Lake Tahoe off the beach area.

Event set-up is proposed from July 1 to 4, 2019, with the fireworks show occurring at 9:30 p.m. on July 4th. Event take-down and dismantling is proposed to occur following the fireworks show. Event organizers estimate 10,000 spectators. If approved, authorize the Director of the Planning and Building Division, Community Services Department to issue the license when all pre-event conditions have been met. (Commission District 1.)

SUMMARY

Consider the Outdoor Festival Business License application for the Incline Village Crystal Bay Fireworks Coalition 2019 event. Based on the testimony and evidence presented at the hearing, to include the report of reviewing agencies, the Board of County Commissioners (Board) may approve the issuance of the business license with conditions, or deny the business license application.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

The first Red, White and Tahoe Blue community event was held over the Fourth of July weekend in 2007 in Incline Village. This was a community initiated activity and no permits were issued. In 2012, a Community Event Business License was issued for Red,

AGENDA ITEM # _____

White and Tahoe Blue. In 2014, the event had grown to over 1,000 people in attendance and an Outdoor Festival License was issued for Red, White and Tahoe Blue and was approved unanimously by the Board. The Board continued to issue an Outdoor Festival License for Red, White and Tahoe Blue through 2018.

BACKGROUND

The Incline Village 4th of July event was started in 2006 when a group of Incline Village residents created a nonprofit organization named the Red, White and Tahoe Blue Inc., to plan, organize and raise funds for a Fourth of July event to promote community spirit, family activities and local businesses. The Red, White and Tahoe Blue event grew over the years and became a significant event for the community. However, in 2018 the Red, White and Tahoe Blue organization had various challenges and the organizers had to eliminate some of the events that had occurred in previous years. This past year the Incline Village Crystal Bay Fireworks Coalition was created by the Incline Community Business Association. The Coalition took on the responsibility of the fireworks show, while other organizations took over sponsoring the smaller events. Washoe County Community Services Department has received applications for several of these smaller events; depending on the number of participants, these items will either be heard by the Board of Adjustment at their meeting on June 6, or by the Director of Planning and Building. This year the Red, White and Tahoe Blue organization is not participating in any of the July 4th events in the Incline Village area.

The Incline Village Crystal Bay Fireworks Coalition will present a fireworks show similar to previous firework shows, in front of the Incline Village General Improvement District beach on a barge located in Lake Tahoe. The fireworks show is estimated to have 10,000 spectators. This event is a busy time for all agencies, including the Sheriff's Office, Fire Protection District, the Health District, other County agencies and other partner agencies. Staff has reviewed this application to ensure that all necessary services for the firework event and the other smaller events will be safe. All agencies have planned in advance to determine how much staff and other resources will be needed to schedule during the event, to assure that the public health, safety and welfare is protected.

FISCAL IMPACT

The applicant provided the required non-refundable \$1,000 application fee and the daily fee of \$350 [WCC section 25.273(1)(a)] upon submission of the application on April 16, 2019. The fees were deposited to the County's General Fund Business Licenses revenue account (Account Number 105402-421101).

RECOMMENDATION

It is recommended that the Board approve the Outdoor Festival Business License application with the license conditions included as Attachment B for the Incline Village Crystal Bay Fireworks Coalition Outdoor Festival, scheduled to be held July 4, 2019 at the Incline Beach (APN: 127-280-01) and further authorize the Director of the Planning & Building Division, Community Services Department, to issue the license when all pre-event conditions have been met.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:

“Move to approve an Outdoor Festival Business License application for the Incline Village Crystal Bay Firework Coalition substantially in the form attached to the staff report with the license conditions included as part of the staff report for this item and to further authorize the Director of the Planning & Building Division, Community Services Department, to issue the license when all pre-event conditions have been met.”

- Attachments:
- A. Outdoor Festival Business License
 - B. Outdoor Festival Business License Conditions for the Incline Village Crystal Bay Fireworks Coalition
 - C. Incline Village Crystal Bay Fireworks Coalition Outdoor Festival Business License Application

xc: Incline Community Business Association, 969 Tahoe Blvd., Incline Village, NV 89451 email: Andy@GoTahoe.com



WASHOE COUNTY

COMMUNITY SERVICES DEPARTMENT

Planning and Building Division

Business License

1001 EAST 9TH STREET
RENO, NEVADA 89512
PHONE (775) 328-3733
FAX (775) 328.6133

OUTDOOR FESTIVAL BUSINESS LICENSE

Andy Chapman
President/CEO
Incline Community Business Association
969 Tahoe Blvd.
Incline Village, NV 89451

The applicant, the Incline Community Business Association, has met the pre-event conditions imposed by the Washoe County Board of County Commissioners pursuant to the provisions of Washoe County Code, sections 25.263 to 25.307 inclusive. Those pre-event conditions, plus the during-event and post-event conditions imposed by the Washoe County Board of County Commissioners, are attached to this license.

This Outdoor Festival Business License is valid for the hours of 7:00 a.m. until 8:00 p.m. daily from July 1, 2019 through July 5, 2019. Event staff is permitted on the event sites between the hours of 7:00 a.m. and 8:00 p.m. each day, for event preparation and set-up. Additionally event staff is permitted on the event site for take-down and event dismantle between the hours of 7:00 a.m. and 8:00 p.m. on July 5, 2018.

The firework event will be held on July 4, 2019, at approximately 9:30 p.m. at the Incline Beach (APN: 127-280-01). Parking will be available at Burnt Cedar Beach, Incline Beach, Ski Beach and a bus shuttle will be available to Big Water, Incline High School, Burnt Cedar Beach and Incline Beach.

All during-event and post-event conditions imposed by the Board must be satisfied and/or completed as part of this Outdoor Festival Business License. All implementation and compliance plans as conveyed to the Board on May 28, 2019, are hereby incorporated by reference and shall be posted on site for verification of the Outdoor Festival business license requirements.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE PREMISES WHERE THE OUTDOOR FESTIVAL IS CONDUCTED.

Director

Date



INTEGRITY



EFFECTIVE COMMUNICATION



QUALITY PUBLIC SERVICE

LICENSE CONDITIONS

1. **Police Protection (Sheriff's Office):**

Staff contact: Lieutenant Sandra Barboza, 775-832-4114 sbarboza@washoecounty.us

Pre-event condition

The applicant shall sign the contact with the Washoe County Sheriff Department

2. **Medical Services (Washoe County Health District):**

Staff contact: Brittany Dayton, Emergency Medical Services (EMS) Coordinator, 775- 326-6043, bdayton@washoecounty.us

During event condition

Washoe County Health District recommends having two first-aid stations –at Incline Beach and at Ski Beach.

3. **Risk Management**

Doreen Teasley, Senior Risk Management Analyst, 775-328-2660
dertell@washoecounty.us

Pre-event condition

The applicant shall have their insurance carrier name Washoe County as an additional insured and provide a copy of the endorsement that provides this coverage.

4. **Access, Traffic and Parking (Community Services Department, Engineering & Capital Projects Division):**

Staff Contact: Mitch Fink, Community Services, Engineering and Capital Projects Division, 775-328-2050, mfink@washoecounty.us

Pre-event conditions

- a. The applicant shall obtain all necessary permits from the Nevada Department of Transportation for all traffic control signage to be located within State Route 28 (Tahoe Boulevard) right-of-way. Copies shall be provided to the Engineering and Capital Projects Division and the Building and Planning Division 30 days prior to the scheduled event.
- b. Message board locations shall be noted on the traffic control plan.
- c. Locations of all flaggers, CERT members and law enforcement personnel providing traffic control shall be denoted on the traffic control plan.
- d. In the text of the traffic control plan it is noted that Lakeshore Blvd., between Village Blvd. and Country Club Dr., will be closed in both directions to all traffic during the egress plan. Provide a traffic control plan showing additional signage, personnel and the road closure as needed.
- e. All traffic cones shall be retroreflectorized for nighttime use and this shall be denoted on the traffic control plan.
- f. Flaggers shall wear Class 3 apparel for nighttime work and this shall be denoted on the traffic control plan.
- g. All signs and sign supports shall be crashworthy.

5. **Hours of Operation, (Community Services Department, Planning and Development Division):**

Staff contact: Julee Olander, Planning & Building, 775-328-3727,
jolander@wahoecounty.us

Pre-event condition

Prior to June 17, 2019 the applicant will provide the Planning and Development Division with the necessary documentation that all pre-event requirements have been met to obtain an Outdoor Festival Business License.

During event condition

Event staff will set-up between July 1st to July 4th, between the hours of 7:00 a.m. and 8:00 p.m.

Post-event condition

Event staff is allowed to take-down and dismantle between the hours of 7:00 a.m. and 8:00 p.m. on July 5, 2019.

6. **Fire Protection (North Lake Tahoe Fire Protection District):**

Staff contact: Mark Regan, 775-461-6200, mregan@nlrfpd.net

Pre-event condition

The North Lake Tahoe Fire Protection District (NLTFPD) requires that a NLTFPD event permit is obtained.

**** END OF CONDITIONS****



2019

Incline Village Crystal Bay Fireworks Coalition
Washoe County Permit Application

4/15/19



2019

April 15, 2019

Washoe County Special Event Permit Office
1001 East 9th Street, Building A
Reno NV., 89502

To Washoe County Special Event Office:

The Incline Village Crystal Bay Firework Coalition is pleased to submit the attached permit application for the 2019 Incline Village Crystal Bay Fireworks. This new coalition has taken on the event production of our community and visitor fireworks from Red White and Tahoe Blue.

This new coalition includes the Incline Community Business Association, Incline Village Crystal Bay Visitors Bureau, Hyatt Regency Lake Tahoe, Incline Village General Improvement District, Parasol Tahoe Community Foundation and other interested community partners.

It is the intent of this coalition to produce a high-quality and highly safe firework celebration for Incline Village/Crystal Bay residents, property owners and visitors on July 4th, 2019 and beyond. We look forward to working with Washoe County Staff and Board of Commissioners on this important event and appreciate all the assistance staff has provided this new coalition as we advance through the permitting process.

Best Regards

Andy Chapman
President/CEO

Incline Village Crystal Bay Visitors Bureau

OUTDOOR FESTIVAL LICENSE APPLICATION

1001 EAST 9TH STREET, BUILDING A

P.O. BOX 11130

RENO, NEVADA 89520-0027

(775) 328-3733

www.washoecounty.us

OUTDOOR FESTIVAL LICENSE GENERAL PROCEDURES

Definition: "Outdoor festival" means an assembly of 1,000 or more persons on any 1 day of the event gathered together for any purpose, at any location, other than a permanent building or permanent installation that has been constructed for and will accommodate the number of persons gathered therein

1. **APPLICATION.** Complete the form in ink. This application is for events with attendance over 1,000 persons (spectators and participants) on any one day of the event. There is a \$1,000.00 nonrefundable application fee. Applications will be returned if the application fee is not included. Three paper copies of the application plus an electronic pdf file (memory stick or DVD) of the application must be turned in at least **90 days** before the event. The application must include all required forms.
2. **APPLICATION DEADLINE.** All applications must be submitted at least **90 days** in advance of the event.
3. **LICENSING REQUIREMENTS.** An outdoor festival license is required on any public or private lands in the unincorporated area of Washoe County except for lands managed by the Washoe County Regional Parks and Open Space; and, state, trust, tribal, and federal lands. All events must meet land use/regulatory zone requirements before the license will be issued. For information on land use/regulatory zone requirements, call (775) 328-6100 with the parcel number(s) of the event.
4. **BONDS.** The outdoor festival license will not be issued until the applicant has agreed to hold harmless, and has submitted evidence of sufficient insurance to indemnify, the County of Washoe, and their employees, agents and contractors for any and all liability for damages, injury, loss or expense caused or occasioned by reason of an act, or failure to act on the part of the applicant, the sponsoring organization, their agents and employees throughout the event. Additional bonds or letters of credit may be required.
5. **FEES.** The license fee for an outdoor festival is \$350.00 per day plus any booth fees if applicable. If the event is a carnival, circus or tent show the daily license fee is \$300, to a maximum amount of \$4,200, plus booth fees if applicable.

BOOTH FEES			
1-4 booths	\$ 25	50-59 booths	\$ 30
5-9 booths	\$ 50	60-69 booths	\$ 350
10-19 booths	\$ 100	70-79 booths	\$ 400
20-29 booths	\$ 150	80-89 booths	\$ 45
30-39 booths	\$ 200	90-100 booths	\$ 500
40-49 booths	\$ 250	More than 100 booths	\$ 500 plus \$5 for each booth in excess of 100

6. **INVESTIGATION.** The Sheriff's Office shall conduct a criminal history inquiry of the applicants (to include partners and corporate officers). Fingerprint impressions may be taken and submitted to the Nevada Central Repository for criminal history records and the Federal Bureau of Investigation. Fingerprint impressions will be taken after the application is turned in and deemed complete. A local police records check may be substituted for the criminal history inquiry for applicants with prior approved outdoor festival license(s) for the same type of event.
7. **CONDITIONS.** All pre-event conditions imposed by the Washoe County Board of County Commissioners (BCC) for the outdoor festival license must be met before the license will be issued.
8. **APPROVALS AND AGENCY SIGN-OFFS.** The application will be reviewed by the appropriate agencies, to include Building and Safety, the District Attorney's Office, Engineering, Health District, fire agency, the Sheriff's Office, and other agencies as appropriate. The application will be approved by the BCC at a public hearing.
9. **ISSUANCE OF LICENSE.** The outdoor festival license will be issued after all fees have been paid and all required pre-event conditions are met. The outdoor festival license must be displayed prominently at the event and must be available for inspection. This license is valid only for the event authorized and not for any other event.

OUTDOOR FESTIVAL LICENSE

Materials required for submittal

_____ Fees – check(s) made payable to “Washoe County”

Application fee

\$1,000 non-refundable application fee

Daily fee(s)

\$350 daily fee plus appropriate booth fees

Carnival, circus or tent show fees

_____ \$100 daily fee (maximum of \$1,400) plus appropriate booth fees

_____ Three packets plus an electronic pdf file (memory stick or DVD). Each packet shall include the completed application and event plan. The event plan must include:

Site plan showing the arrangement of all facilities; including ingress, egress, parking and camping; and,

Detailed explanations for:

Security and fire protection

Water supply and facilities

Sanitation facilities

Medical facilities and services

Vehicle parking

Vehicle access and on-site traffic control

Communication system

Illuminating the premises (if applicable)

_____ Camping (if applicable)

Cleanup and rubbish removal plan and cost estimates to return the event site to its pre-event condition

_____ Certified copies of articles of incorporation filed in Nevada (if applicable)

_____ Copy of partnership papers (if applicable)

Insurer Information and copy of insurance policy specific to event (copy must be furnished prior to the issuance of the license), History of similar events, and Vendor list

Submission Materials (continued)

- Property ownership affidavit and permission to conduct event signed by each property owner(s) and notarized (separate form for each property owner)
- Statement of Assets
- Statement of Liabilities
- Personal history of all applicants (to include corporate officers and partners)
- Names and addresses of any person contributing, investing or having an expected financial interest greater than \$500 in producing the event
- Names and addresses of any person expected to provide, for consideration, services or activities ancillary to or in conjunction with the event
- Release of claims and authorization to release information signed by each applicant (to include corporate officers and partners) and notarized
- Insurance, Hold Harmless & Indemnification Requirements signed by applicant
- Waiver and Consent to Extend Mandated Public Hearing Date signed by applicant

OUTDOOR FESTIVAL LICENSE APPLICATION

(Requires a non-refundable \$1,000 application fee)

Application date: 3-26-19

Applicant Information

Applicant's name: Incline Community Business Association

Mailing address: 969 Tahoe Blvd Incline Village NV 89451
Street or PO Box City State Zip code

Phone: _____ (Business) _____ (Home) _____ (Cell)

All applicants, to include corporate officers or partners must complete a personal history form

Is the applicant a(n): Corporation Partnership Individual

If a corporation or a partnership, list corporate officers or partners:

Name	Address	Title

Event Information

Name of Event: Incline Village Crystal Bay Fireworks

Date(s) of Event: 7-4-19 Hours of operation: 8:30-10:30 PM

Location of Event: Incline Beach

Assessor Parcel Number(s): 127-280-01

Description of Event: To provide a community firework celebration for residents and visitors.

Name of the designated event representative who will be on-site during the event and who has authority to bind the applicant: Blaine Johnson (Andy Chapman)

Will an admission fee be charged for your event? Yes No

If yes, amount and type of fee(s): _____

When will fee be collected? Pre-sales At entrance

Approximate number of participants and other persons: UP TO 30

Approximate number of customers and spectators: UP TO 10,000

Approximate maximum number of persons on any one day of the event: UP TO 10,000

Will food and/or beverages be served? Yes No

(all food and beverage vendors must have the appropriate Washoe County Health District permits)

Will alcoholic beverages be served? Yes No

(all intoxicating liquor vendors must be individually licensed with Washoe County Business License)

Will there be live music? Yes No

OUTDOOR FESTIVAL LICENSE

INSURER INFORMATION

(see Insurance, Hold Harmless & Indemnification Requirements)

Name of Insurer: _____ Policy number: _____

Attach copy of insurance policy specific to event (must be furnished prior to the issuance of the license)

Address of Insurer: _____

Street
City
State
Zip code

Limits of liability: _____

HISTORY OF SIMILAR EVENTS

(attach additional sheets if needed)

Describe the history of all similar events conducted, operated or promoted by the applicant. Include, at a minimum, event names, types, dates, locations, permits or licenses issued.

Firework Displays in the recent past have been coordinated
by RWD TB. This new coalition for the production of
Fireworks is produced by The Incline Community Business Association,
Incline Village Crystal Bay Visitors Bureau, Hyatt Lake Tahoe, IUBED,
and other community support partners

VENDOR LIST

(attach additional sheets if needed)

Name of Vendor	Type of product
Pyro Spectacular	Fire works
Bragg Crane	CRANE services
Sierra Transport	Ticketing
Silver State Barricade	Traffic Control
NLTFPD	Medical Standby
Washoe County Sheriff	Security
IUBED	Property Owner
High Sierra Marine	Marine Services
Nevada Highway Patrol	Traffic Control

**OUTDOOR FESTIVAL LICENSE
AFFIDAVIT OF PROPERTY OWNERSHIP
and/or PERMISSION TO CONDUCT EVENT**

STATE OF NEVADA)
) ss:
COUNTY OF WASHOE)

I, Indra Winquest being duly sworn, depose, and say that I am an owner* of property involved in this outdoor festival and I do hereby:

(check appropriate box)

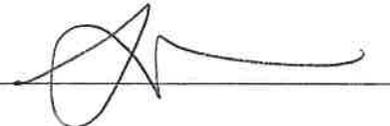
Affirm that I am an applicant for the below named proposed outdoor festival and also own the property or properties on which the event will be conducted

OR

Affirm that I give permission to the applicants for the below named proposed outdoor festival to conduct the event on the following property or properties which I own:

Assessor Parcel Number(s): 127-280-01, 127-040-07, 127-010-07

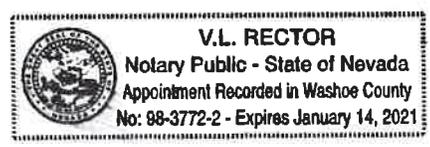
Proposed Outdoor Festival: Indine Village & Crystal Bay
Fireworks

Signed 

Subscribed and sworn to before me this 28th day of March, 2019


Notary Public in and for said county and state

My commission expires: Jan. 14, 2021



*Owner refers to the following. Please mark the appropriate box.

- OWNER/JOINT OWNER
- CORPORATE OFFICER/PARTNER
- POWER OF ATTORNEY (Provide copy of Power of Attorney)
- AGENT (Notarized letter from property owner giving legal authority to agent)
- LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP

**OUTDOOR FESTIVAL LICENSE
STATEMENT OF ASSETS**

As of March 29th, 2019

(Describe fully and indicate assets pledged)
(If additional space is required, attached supporting pages or documents)

Current Assets

Cash on hand _____ \$ _____
Cash in safe deposit box _____ \$ _____
Cash in US BANK, 903 Tahoe Blvd Incline Village NV Location of Box \$ _____
Cash in _____ \$ _____
Name, Bank and Branch
Name, Bank and Branch
Accounts and notes receivable (describe nature of receivable and when due)

Other current assets

Investments

Stocks, Bonds, etc (Market value) (If close held corporation, furnish current balance sheet)

Investments, other than stocks and bonds

Fixed assets

Real estate (Give location, description and fair value of each parcel)

Other assets

Automobiles and other personal property

Total Assets \$ _____

Andrew Chapman
Print Name

[Signature] 4-15-19
Signature Date

OUTDOOR FESTIVAL LICENSE STATEMENT OF LIABILITIES

As of _____, 20____
(Describe fully, indicate secured liabilities)
(If additional space is required, attached supporting pages or documents)

Current liabilities

Notes payable _____ \$ _____
Name, Bank and Branch _____
Due _____ How secured _____

Notes payable _____ \$ _____
Name, Bank and Branch _____
Due _____ How secured _____

Notes payable _____ \$ _____
Name, Bank and Branch _____
Due _____ How secured _____

Notes payable _____ \$ _____
Name, Bank and Branch _____
Due _____ How secured _____

Other notes payable (indicate name, address and how secured)

_____ \$ _____

Accounts payable \$ _____
Liability for Federal Income Tax (delinquent) \$ _____
Provision for current year's Federal Income Tax \$ _____
Provisions for other current taxes \$ _____
Liability for other delinquent taxes \$ _____

Mortgages payable (List each mortgage separately, how secured, and monthly payments due thereon)

_____ \$ _____

Other liabilities
Firework Contract \$ 50,000

_____ \$ _____

Total Liabilities \$ _____

Contingent liabilities (describe)

Andrew Chapman
Print Name
[Signature] 9-15-19
Signature Date

OUTDOOR FESTIVAL LICENSE PERSONAL HISTORY

(complete a separate form for each applicant, to include corporate officers and partners)

Name in full: Andy McKewan Chapman
First Middle Last

List ALL other names you have been known by: _____

Residence address: _____
Street City State Zip Code

Residence phone: _____ Business phone: 775-832-1612

Name of your present business or employer: Incline Village Crystal Bay visitors Bureau

Business address: 969 Tahoe Blvd Incline Village NV 89451
Street City State Zip Code

Type of business: Tourism Position: President/CEO

How long engaged in this business: 5+ years

Date of birth: _____

List cities in which you have lived during the last ten years:

Dates From and To	City	State
<u>October 2013 - Present</u>	<u>South Lake Tahoe</u>	<u>CA</u>
<u>1997 - Oct 2013</u>	<u>Zephyr Cove</u>	<u>NV</u>

I, the undersigned, have answered all questions in this application and to the best of my knowledge all answers are true and correct. I further understand that disclosure of any false, misleading or incorrect information could result in the denial of the license. The filing of the application does not authorize the conducting of any event for which a license is required, and any carrying on of such event before a license is issued may also be grounds for denial of a license.

Andy Chapman
Printed name of applicant

[Signature]
Signature of applicant

3-26-19
Date

OUTDOOR FESTIVAL LICENSE PERSONAL HISTORY

(complete a separate form for each applicant, to include corporate officers and partners)

Name in full: Blane Johnson
First Middle Last

List ALL other names you have been known by: _____

Residence address: _____
Street City State Zip Code

Residence phone: _____ Business phone: 775-831-9000

Name of your present business or employer: Sun Bear Realty

Business address: 811 Tahoe Blvd, Incline Village NV 89451

Type of business: Realtor / Property management City State Zip Code
Position: Broker / Owner

How long engaged in this business: 11 years

Date of birth: _____

List cities in which you have lived during the last ten years:
Dates From and To City State
Spring 1983 to current Incline Village NV 89451

I, the undersigned, have answered all questions in this application and to the best of my knowledge all answers are true and correct. I further understand that disclosure of any false, misleading or incorrect information could result in the denial of the license. The filing of the application does not authorize the conducting of any event for which a license is required, and any carrying on of such event before a license is issued may also be grounds for denial of a license.

Blane Johnson
Printed name of applicant

DocuSigned by:
Blane Johnson
Signature of applicant

4/12/2019
Date

**OUTDOOR FESTIVAL LICENSE
CONTRIBUTORS OR INVESTORS LIST**

(List the names and addresses of any person contributing, investing or having an expected financial interest greater than \$500 in producing the event)
(attach additional sheets if needed)

Name

Address

The Incline Village Crystal Bay Firework Coalition is
A community based effort to provide a firework
celebration to visitors and residents.
All proceeds generated for the event will be used
to offset the cost of the event
There are no parties involved for financial gain.

ANCILLARY SERVICES OR ACTIVITIES LIST

(List the names and addresses of any person expected to provide, for consideration, services or activities ancillary to or in conjunction with the event)
(attach additional sheets if needed)

Name

Address

IUGED	893 Southwood Blvd. 89451
IUCBUB	969 Tahoe Blvd. 89451
NCTFPD	875 Tanager St 89451
Incline Community Business Ass.	969 Tahoe Blvd. 89451
Heard Lake Tahoe	111 County Club Blvd 89451
Petalum Foundation	948 Incline Way 89451

OUTDOOR FESTIVAL LICENSE RELEASE OF CLAIMS

(complete a separate form for each applicant, to include corporate officers and partners)

The undersigned has filed with Washoe County Business License an application for outdoor festival license. In consideration of the assurance by the Washoe County Board of County Commissioners that no vote on said application will be taken except after a deliberate, intensive and thorough investigation of the undersigned, including but not limited to a criminal history inquiry, associates and finances, the undersigned does for himself, his heirs, executors, administrators, successors and assigns, hereby release, remise and forever discharge the County of Washoe, Washoe County Board of County Commissioners, Washoe County Sheriff's Office, and Washoe County Business License from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the undersigned ever had, now has or may have, or claim to have against any or all of said entities or individuals arising out of or by reason of the processing or investigation of or other action relating to the undersigned application.

AUTHORIZATION TO RELEASE INFORMATION

As an applicant for an outdoor festival license with Washoe County Business License, I am required to furnish information for use in determining my qualifications. In this connection, I authorize release of any and all information of a confidential or privileged nature.

I hereby release you, your organization and others from liability or damage, which may result from furnishing the information requested. This release will expire 180 days after the date signed.

I, the undersigned, having read this release and authorization and understanding all its terms, execute the release and authorization voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, I have executed this release/authorization at Incline Village on the 15th day of April, 2019.

Andrew Chapman
Printed name of applicant

[Signature]
Signature of applicant

Subscribed and sworn to before me this 15th day of April, 2019.

Susan A Herron Washoe City, Nevada
Notary Public in and for said county and state



My commission expires: 12-08-2022

**OUTDOOR FESTIVAL LICENSE
INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS**

Pursuant to Washoe County Code section 25.303, any applicant for a Washoe County outdoor festival license must ensure the following requirements are met to the satisfaction of the Washoe County Risk Management Division before the outdoor business license may be issued.

INDEMNIFICATION & HOLD HARMLESS

As respects acts, errors or omissions relating to the event, APPLICANT agrees to indemnify and hold harmless the COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly or indirectly out of the event or any activity leading up to, during, or following the event, excepting those which arise out of the sole negligence of the COUNTY.

APPLICANT further agrees to defend the COUNTY and assume all costs, expenses and liabilities of any nature to which the COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of the APPLICANT or its agents concerning the event.

INSURANCE REQUIREMENTS

The COUNTY requires that the APPLICANT purchase General Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the event by the APPLICANT, its agents, representatives, or employees. The cost of all such insurance shall be borne by the APPLICANT.

APPLICANT shall maintain coverage and limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit, to apply separately to this event.

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the event. The COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to issuing the license. The COUNTY Risk Manager prior to the change taking effect must approve any changes to the deductibles or self-insured retentions.

APPLICANT shall provide the COUNTY with a certificate of insurance that identifies the COUNTY, its officers, agents, employees and volunteers as additional insured's.

NOTE: A certificate of insurance complying with the provisions stated above is not required with the outdoor festival license application, but must be furnished prior to the issuance of the license.

I hereby agree to the all of the provisions stated above:

Fueline Village Crystal Bay Fireworks July 9th Jul 9
Name of Event Date(s) of Event

Andy Chapman [Signature]
Applicant's name (printed) Applicant's signature

Date: 3-20-19

OUTDOOR FESTIVAL LICENSE

Memorandum for:

Office of the Washoe County Clerk
1001 East 9th St. Bldg A – 1st Floor
Reno, Nevada

Subject: Waiver and Consent to Extend Mandated Public Hearing Date before the Washoe County Commission for Outdoor Festival License Application

Nevada Revised Statutes (NRS) 244.3544 and Washoe County Code (WCC) section 25.277 require the County Clerk to set a public hearing date before the Washoe County Board of County Commissioners for an outdoor festival license application no later than 30 days after the application is deemed complete and application fees are received. These two regulations also require that specific County agencies review the application and provide written reports to the Board of County Commissioners, to include recommendations on the license and conditions if appropriate.

The mandated review by County agencies on the license application is of utmost importance to both Washoe County and the applicant, to ensure that the festival is conducted in a manner that protects public health, safety and welfare. To this end, the undersigned license applicant agrees to waive the 30 day public hearing time limit imposed by NRS 244.3544 and WCC section 25.277.

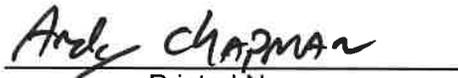
As the undersigned license applicant, I agree to extend the required Board of County Commissioners public hearing date to occur no more than 90 days after the application is deemed complete and application fees are received, and no less than 15 days prior to the date when the outdoor festival is proposed to commence.

Attest:

License Applicant


Signature

3-26-19
Date


Printed Name


Representing

**OUTDOOR FESTIVAL LICENSE
(Outdoor Festivals)
WASHOE COUNTY CODE CHAPTERS 25 & 110**

EXTRACT FROM WASHOE COUNTY CODE CHAPTER 25

25.013 Definitions. (extract, definitions for Outdoor Festivals only)

14. "Outdoor festival" means an assembly of more than 100 and less than 1000 persons on any 1 day of the event gathered together for any purpose, at any location, other than a permanent building or permanent installation that has been constructed for and will accommodate the number of persons gathered therein.

15. "Outdoor festival" means an assembly of 1,000 or more persons on any 1 day of the event gathered together for any purpose, at any location, other than a permanent building or permanent installation that has been constructed for and will accommodate the number of persons gathered therein.

25.263 Definitions. As used in sections 25.263 to 25.305, inclusive:

1. The terms "outdoor festival" and "outdoor festival" have the meanings ascribed to them in section 25.013.

2. "Carnival" means a traveling business providing commercial entertainment consisting of sideshows, concessions, rides, games of chance, and other amusements. When held outdoors, a carnival is a type of outdoor festival or outdoor festival.

3. "Circus" means a traveling business providing commercial performances by acrobats, trained animals, clowns, jugglers, and others within a tent or arena. When held outdoors or in a tent, a circus is a type of outdoor festival or outdoor festival.

4. "Tent show" means a traveling business providing music, lectures, or entertainment in a tent, and is a type of outdoor festival or outdoor festival.

[§4, Ord. No. 1099; A. Ord. No. 1138]

25.265 License required for certain outdoor events. In addition to complying with the general provisions of this chapter, a person must secure a license in accordance with sections 25.263 to 25.305, inclusive, to operate or conduct:

1. An outdoor festival including, without limitation, an outdoor circus, carnival, or other outdoor entertainment event for 1000 or more persons on any one (1) day of the event for which an outdoor festival license is required pursuant to sections 110.310.15 and 110.310.20 inclusive.

2. An outdoor festival. The license is in addition to any administrative permit granted pursuant to section 110.310.15.

[§5, Ord. No. 1099; A. Ord. Nos. 1138, 1260]

25.267 License valid for one event only. A license issued under sections 25.263 to 25.305 is valid only for the event authorized and not for any other event.

[§6, Ord. No. 1099]

25.269 Applicability. A person must secure a license under section 25.283 to conduct or operate any outdoor event listed in section 25.265 proposed to take place on public or private lands in the unincorporated area of Washoe County, except for lands managed by the Washoe County Parks Department and state, trust, tribal, and federal lands.

[§7, Ord. No. 1099]

25.271 Unlawful acts. It is unlawful for any licensee, employee, agent or person associated with a licensee to:

1. Unless authorized to do so by Washoe County, conduct, operate, participate in, or provide supplies or services to an event for which a license is required under section 25.265 for which a license has not been issued, or to continue to conduct, operate, participate in, or provide supplies or services to such an event for which a license has been suspended or revoked.
 2. Except for advance ticket sales by mail or similar means, to sell tickets or admit persons to an event for which a license is required under section 25.265 for which a license has not been issued, or to continue to sell tickets or admit persons to such an event for which a license has been suspended or revoked.
 3. Operate, conduct, or carry on an event for which a license is required under section 25.265 in such a manner as to create a nuisance.
 4. Allow any person on the premises of an event for which a license has been issued under section 25.283 to cause or create a disturbance in, around or near any place of the event by offensive or disorderly conduct.
 5. Knowingly allow any person to sell, consume or be in possession of intoxicating liquor while in a place of an event for which a license has been issued under section 25.283, except where such sale, consumption or possession is expressly authorized under chapters 25 and 30 and the laws of the State of Nevada.
 6. Knowingly allow any person in, around, or near an event for which a license has been issued under section 25.283 to use, sell, or be in possession of any controlled substance or dangerous drug.
- [§8, Ord. No. 1099]

25.272 Outdoor festivals; license required; application; fees; approval or denial; revocation; unlawful acts.

1. The provisions of this section and the provisions of sections 25.010 to 25.445, inclusive, apply to an application for a license to hold an outdoor festival.
 2. No outdoor festival shall be held or conducted unless the sponsor has first obtained a business license pursuant to this section. An outdoor festival with more than 300 and less than 1000 persons on any one (1) day of the event shall also obtain an administrative permit pursuant to section 110.310.20.
 3. Application for a license to conduct an outdoor festival shall be made to the license division on forms designated by the license division and shall be accompanied by a nonrefundable application fee of \$50 and any other business license fees as set forth in this chapter, which may be refunded in accordance with this chapter if the application is denied or withdrawn. The application shall require the same information required under section 25.273. For those events requiring an administrative permit pursuant to section 2, the license application shall suffice for the administrative permit application and no additional fees are required for filing the administrative permit application.
 4. The director of community development or the board of adjustment shall approve or deny the application. Grounds for denial are the same as those set forth in section 25.281 and notice thereof shall be made in accordance with section 25.279. Approval may include the imposition by the license division of any condition set forth in sections 25.289 to 25.305, inclusive.
 5. The license may be suspended or revoked in the manner provided in section 25.287.
 6. The acts declared unlawful in section 25.271 shall also be unlawful if done during or in conjunction with an outdoor festival.
- [§165, Ord. No. 1138]

25.273 Application and fee.

1. An application to conduct an event for which a license is required under section 25.265 must be made in writing to the license division on forms provided by the division. The license division must receive a complete application at least 90 days prior to commencement of the event. No application shall be processed until the application is deemed complete by the license division. Except as provided in subsection 4, the license application must be accompanied by:
 - (a) A nonrefundable application fee of \$1,000 for a license required pursuant to subsection 1 of section 25.265, and

(b) Any business license fees as set forth in this chapter, which may be refunded in accordance with this chapter if the application is denied or withdrawn.

2. The application shall contain:

(a) The name, age, residence and mailing address of the person making the application. If the applicant is a partnership, the application must include the names and addresses of the partners, and the partners must join in the application as individual licensees. If the applicant is a corporation, the application must include a certified copy of the articles of incorporation and the names and addresses of the president, vice president, secretary and treasurer thereof, and these officers must join in the application as individual licensees.

(b) A statement of the nature and purpose of the proposed event.

(c) The address and assessor's parcel number or numbers of the place where the proposed event is to be conducted, operated, or carried on. The application must include proof of ownership of the place where the event is to be conducted or a statement signed by the owner indicating his consent for the site to be used for the proposed event.

(d) The date or dates and the hours during which the event is to be conducted.

(e) An estimate of the number of customers, spectators, participants and other persons expected to attend the event for each day it is conducted.

(f) The names and addresses of anyone contributing, investing or having an expected financial interest greater than \$500 in producing the event.

(g) The name and address of any person expected to provide, for consideration, services or activities ancillary to or in conjunction with the festival.

(h) If other than the applicant, the name of a designated event representative who must be on the site of the event during the course of the event and who has authority to bind the applicant.

(i) An event plan in accordance with section 25.275.

(j) A statement covering the history of all similar events conducted, operated, or promoted by the applicant in any location including, at a minimum, event names, types, dates, locations, and permits issued.

3. After the application is submitted with required fees and deemed complete by the license division, the license division must:

(a) Transmit one copy of the application and a copy of the receipt for the application fee to the county clerk; and

(b) Promptly give notice of the application to the sheriff, the district health officer, and other local, regional, state, and federal officers as appropriate, with a request for written recommendations related to their official functions as to the granting of a license and the conditions thereof. The license division may establish a deadline by which recommendations must be received.

4. Upon written application from any executive officer of any local post or unit of any national organization of ex-servicemen, acting in his official capacity, a license shall be issued without charge for a tent show or circus for not to exceed 2 weeks in any calendar year, if the local post or unit is to participate in such show or the proceeds thereof.

[§9, Ord. No. 1099; A. Ord. No. 1138]

25.275 Event plans. Each application submitted under section 25.273 must include fifteen copies of an event plan which must include:

1. A detailed explanation of the applicant's plans to provide security, fire protection, water supply, water facilities, sanitation facilities, medical facilities, medical services, vehicle parking, vehicle access, traffic control and, if the event will operate after dark or if persons will remain overnight, illumination and camping facilities.

2. Provisions and a cost estimate for cleaning up the premises and removing rubbish after the event.

3. A site plan showing the arrangement of all facilities, including those for egress, ingress, parking, and camping.

[§10, Ord. No. 1099]

25.276 Investigation.

1. Upon receiving the notice of the application as provided for in subsection 3(b) of section 25.273, the sheriff shall conduct a criminal history background check of the applicants in accordance with section 25.023 to determine whether cause for denial exists. The reasonable costs of the investigation shall be the responsibility of the applicant and shall be paid to the sheriff in advance.
2. The sheriff shall also conduct an investigation of the history of similar events operated, conducted, or promoted by the applicant to determine the truthfulness of the facts submitted by the applicant and to determine whether those events would have met the standards for outdoor festivals set forth in sections 25.263 to 25.305, inclusive.
3. For a second or subsequent application by an applicant, and provided that the applicant, owner, officer and/or director have not changed, the license division or the sheriff may waive the requirements of subsection 2 of this section and modify the requirements of subsection 1 of this section as follows:
 - (a) At the discretion of the Sheriff, a criminal history records check need not be processed in accordance with section 25.023, but the Sheriff shall review local police records including, without limitation, warrants and warrants to determine whether cause for denial exists.
[§168, Ord. No. 1138; A. Ord. No. 1383]

25.277 Review procedures: Events for 1,000 or more persons. After an application for an event listed in subsection 1 of section 25.265 is submitted with required fees and deemed complete by the license division:

1. The license division must consult with the county clerk and set the application for public hearing at a regular meeting of the board to occur not more than 30 days after the application is deemed complete.
2. At least 10 days in advance of the hearing, the license division must give notice of the public hearing to the applicant and to affected property owners in the manner set forth in section 110.810.25 for special use permits.
3. Based upon the testimony of witnesses, the evidence presented at the hearing, and the report of the license division, the board must approve the issuance of a license with conditions or deny the application. The board may continue a decision on the application to its next regularly scheduled meeting.
4. If the board denies the application, the license division shall mail written notice of denial to the applicant within 5 working days of the denial. The notice must include a statement of the reasons the application was denied.
[§11, Ord. No. 1099; A. Ord. No. 1138]

25.279 Review procedures: Events for more than 100 but less than 1,000 persons. After an application for an event listed in subsection 2 of section 25.265 is submitted with required fees and deemed complete by the license division, the license division must review the application, following substantially the same procedures set forth in sections 110.808.30 to 110.808.45, inclusive, for administrative permits. The director of community development or, where applicable, the board of adjustment must approve the issuance of a license with conditions or deny the application.
[§12, Ord. No. 1099; A. Ord. No. 1138]

25.281 Grounds for denial. The board, the board of adjustment or the director of community development may deny issuance of a license for any of the following reasons:

1. The proposed event will be conducted in a manner or location not meeting the health, zoning, fire, building or safety standards established by Washoe County or state law.
2. The applicant has knowingly made a false, misleading, or fraudulent statement of material fact in the application for a license or in any other document required pursuant to sections 25.263 to 25.305, inclusive.
3. The applicant or any person connected or associated with the applicant as partner, director, officer, associate or manager, or having a financial interest as described in subsection 2(f) of section 25.273 has previously conducted or been interested in the type of event for which a license is being applied for which resulted in the creation of a public or private nuisance.
4. The applicant or any person associated with the applicant as a partner, director, or officer has been convicted within the past ten (10) years of any of the following crimes:

- (a) Involving the presentation, exhibition or performance of an obscene production, motion picture or place, or of selling obscene matter;
- (b) Involving lewd conduct;
- (c) Involving the use of force and violence upon the person of another;
- (d) Involving misconduct with children; or
- (e) Involving illegal use of controlled substances or dangerous drugs.

5. The applicant or any person associated with the applicant as a partner, director, or officer has a history of conducting similar events that would not meet the standards established in sections 25.263 to 25.305, inclusive.

[§13, Ord. No. 1099; A. Ord. No. 1138]

25.283 Issuance of license, posting, fee.

1. To make a determination that the conditions of license approval have been met, the license division must receive from the applicant proof of compliance with each condition imposed under section 25.277 or 25.279. Such proof must:

- (a) Include executed contracts or agreements with all providers of required services and facilities, or other evidence approved by the director of community development;
- (b) Where the sheriff, district health officer, director of community development, fire chief, or other officer has determined the condition, include the written approval or acknowledgement of that person; and
- (c) Be received by the license division at least 5 working days prior to commencement of the event.

2. Upon a determination by the license division that the conditions of license approval have been met, and that all applicable fees and deposits have been paid, the license division must issue a license specifying the name and address of the licensee, the kind of festival licensed, and the dates and hours for which operation is authorized. The licensee must post the license in a conspicuous place upon the premises where the event is conducted.

3. The board hereby delegates to the director of community development the authority to determine whether an applicant has met the conditions of license approval. The applicant or his agent may appeal a decision of the director under this subsection in substantially the same manner as set forth in section 110.808.45 for administrative permits.

[§14, Ord. No. 1099]

25.285 Revocation of license: Cause. The board may revoke or further condition any license issued pursuant to section 25.283 when any of the following causes exists:

- 1. The licensee fails to pay to the license division any of the fees or deposits required under sections 25.263 to 25.305, inclusive.
- 2. The licensee, his employee or agent fails to fulfill any of the conditions of approval or to maintain required facilities pursuant to sections 25.263 to 25.305, inclusive, or to comply with any provision of any contract for police protection or other services.
- 3. The licensee allows the event to be conducted in a manner that violates any law or regulation established by Washoe County or the State of Nevada.
- 4. The licensee allows the festival to be conducted in a disorderly manner or knowingly allows any person to remain on the premises of the event while under the influence of intoxicating liquor or any controlled substance or dangerous drug.
- 5. The licensee, his employee or agent is convicted of any of the offenses enumerated under subsection 4 of section 25.281.
- 6. The licensee fails to provide the required number of facilities or personnel by reason of admitting persons in excess of the number estimated in the application.

[§15, Ord. No. 1099]

25.287 Suspension and revocation of outdoor festival or outdoor festival license: Procedures.

1. Whenever the continued operation of the event constitutes an imminent threat to the public health or safety, a license issued under section 25.283 is subject to immediate suspension by the license division, sheriff, chief of the responsible fire protection agency, or district health officer as set forth in this section.

A license issued under section 25.283 is also subject to immediate suspension by the license division or sheriff when any of the causes listed in section 25.285 exist.

2. Any person may file with the license division, sheriff, chief of the responsible fire protection agency, or district health officer a petition for suspension or revocation of the license of any licensee.

3. Whether initiated by petition or otherwise, the procedures for suspension and revocation shall be those set forth in sections 25.0380 through 25.0387, inclusive, except as follows:

(a) The causes for revocation are set forth in 25.285; and

(b) The license division may modify the time schedules set forth in subsections 4 and 6 of section 25.0381 if the event is scheduled to commence before the hearing would be held, or request a special hearing pursuant to NRS 244.090 if the event has not commenced and reasonable notice is possible. [§16, Ord. No. 1099; A. Ord. No. 1138, 1336]

25.289 Licensing conditions: Generally.

1. For an event for which a license is required under section 25.265, the board, the board of zoning adjustment, or the director of community development must establish conditions that must be met prior to the issuance of a license.

2. Conditions imposed under subsection 1 of this section shall be imposed pursuant to Washoe County's general police power as necessary under all the circumstances for the protection of the health, welfare, safety and property of local residents and persons attending festivals in the county, and may include, without limitation, the conditions specified in sections 25.291 to 25.305, inclusive.

3. The licensee must meet conditions imposed under this section at the licensee's expense. [§17, Ord. No. 1099; A. Ord. No. 1138]

25.291 Licensing conditions: Police protection. A licensee must employ sheriff's deputies or other police protection, to include private security firms or agencies, as necessary for the public health, safety, and welfare. The sheriff shall determine the numbers and types of officers or security personnel necessary to preserve order and protect persons and property in and around the place of the festival. [§18, Ord. No. 1099]

25.293 Licensing conditions: Food, water, sanitation, garbage disposal, and medical services.

1. A licensee must provide on the premises of the festival as necessary for the public health, safety, and welfare:

(a) An ample supply of potable water for drinking and sanitation purposes;

(b) A minimum supply of water meeting federal government standards;

(c) Except as provided in subsection 3 of this section, flush-type water closets, lavatories and drinking facilities, and related sewage and drainage systems;

(d) Food concessions or facilities to feed adequately the number of persons expected to attend, considering the event's location, expected attendance, access to and capacity of existing facilities, and distance from public eating places or like establishments;

(e) Sanitation facilities for the sole use of employees of the food concessions or operations;

(f) Trash receptacles;

(g) Removal of trash and refuse;

(h) Emergency medical treatment facilities; doctors, nurses, and other aides needed to staff such facilities; and medical supplies, drugs, ambulances and other equipment, considering the expected attendance, expected ages of attendees, duration of planned events, possibility of exposure to inclement weather and outdoor elements, and availability of other facilities; and

(i) Traffic lanes and other adequate space designated and kept open for access and travel of ambulances, helicopters, and other emergency vehicles to transport patients or staff to appropriate treatment facilities.

2. The district health officer shall determine the types, amounts, numbers, locations, and required quality of supplies, facilities, and services required under subsection 1 of this section.

3. Where flush-type water closets cannot be made available for the persons in attendance, the district health officer may allow the use of portable chemical toilets, which shall be emptied and recharged as necessary pursuant to procedures established by the district health officer. [§19, Ord. No. 1099]

25.295 Licensing conditions: Access, traffic, parking, camping, and illumination.

1. A licensee must provide on the premises of the festival as necessary to protect the public health, safety, and welfare:

- (a) Adequate parking space for persons attending by motor vehicle;
- (b) Adequate ingress and egress to festival premises and parking areas, including necessary roads, driveways, and entranceways to insure the orderly flow of traffic into the premises from a road that is part of or connects with a state or county highway;
- (c) An adequate access way for fire equipment, ambulances, and other emergency vehicles;
- (d) Traffic guards under the employ of the licensee to insure orderly traffic movement and relieve traffic congestion in the vicinity of the event;
- (e) Camping facilities and overnight areas, if necessary, that meet all applicable county and state requirements; and
- (f) Electric illumination of occupied areas, if a licensee will conduct an event after dark or allow persons to remain on the premises after dark.

2. For the purposes of this section, "adequate parking space for persons attending by motor vehicle" means a separate parking space for every two persons expected to attend by motor vehicle, individually and clearly marked, and not less than 12 feet wide and 20 feet long.

3. The director of community development shall consult with the director of public works and the county building officer, and shall determine the necessary parking, ingress, egress, access, traffic, camping, overnight, and illumination facilities and services required under subsection 1 of this section.

[§20, Ord. No. 1099]

25.297 Licensing conditions: Hours of operation. A license issued under section 25.283 must include as a condition the dates and hours of event operation approved by the board, the board of adjustment, or the director of community development.

[§21, Ord. No. 1099]

25.299 Licensing conditions: Fire protection.

1. A licensee must provide adequate fire protection, first aid equipment, and fire extinguishing equipment to protect the public health, safety, and welfare. If the event is to be conducted in a hazardous area as determined by the chief or chiefs of the responsible fire protection agency or agencies, considering all relevant factors, including without limitation the event location and nature, the nature of the surrounding area, and probable weather conditions, a licensee must employ fire guards and must remove flammable vegetation and other fire hazards.

2. The chief or chiefs of the responsible fire protection agency or agencies:

- (a) Shall determine the necessary numbers and types of equipment and personnel required under subsection 1 of this section;
- (b) May determine that an event is proposed in a hazardous fire area;
- (c) Shall approve the suitability of fire guards required to be employed by the licensee; and
- (d) Shall determine the manner and quantity of flammable vegetation and other fire hazards that must be removed.

[§22, Ord. No. 1099]

25.301 Licensing conditions: Financial ability to meet conditions. A licensee must provide proof of the financial ability of the applicants to meet the conditions of the license.

[§23, Ord. No. 1099]

25.303 Licensing conditions: Indemnification and insurance.

1. A licensee must indemnify, hold harmless, and defend the county, its agents, officers, servants and employees and the board, and any other public agencies involved, and their agents, officers, servants and employees, from and against any and all losses, injuries, or damages of any nature whatsoever arising out of, or in any way connected with such event, except such losses, injuries, or damages arising out of the sole negligence of the county or any other public agency involved.

2. A licensee must purchase and provide evidence of insurance coverage in an amount based on the liability exposure or potential losses created by the event.

3. The county risk manager shall determine the form, amount and type of evidence of insurance coverage required under subsection 2 of this section.

[§24, Ord. No. 1099]

25.305 Licensing conditions: Performance security.

1. A licensee must post a performance security in the form of surety bond, letter of credit, certificate of deposit, cash bond in favor of the county, or other instrument approved by the district attorney. The amount of the security shall be adequate to cover the costs of fulfilling specified conditions of license approval including, without limitation, the costs of removing debris, trash or other waste from, in and around the premises of the event.

2. As soon as practicable after completion of the event for which a license is issued under section 25.283, the license division shall inspect the event site and determine whether conditions of approval for which the licensee posted a performance security have been fulfilled.

3. If the license division determines that the conditions of license approval for which the licensee posted a performance security have been fulfilled, the division must promptly cause the release of the security. If the license division determines that the conditions of approval for which the licensee posted a performance security have not been fulfilled, the license division shall recommend to the district attorney that the security be forfeited and used to achieve compliance.

4. The license division shall determine the type and amount of performance security required under subsection 1 of this section.

[§25, Ord. No. 1099; A Ord. No. 1275]

EXTRACT FROM WASHOE COUNTY CODE CHAPTER 110

Section 110.310.15 Allowed Temporary Uses and Structures. Temporary uses and structures shall be subject to all the regulations as would be applied to a permanent principal or accessory use located in the same regulatory zone, except as otherwise provided by the regulations of this article. The following temporary uses and structures shall be allowed as specified by the provisions of this section and Chapter 25 of the Washoe County Code. The duration and frequency of temporary uses is established in this section and Chapter 25 of Washoe County Code. The Director of Community Development may impose additional restrictions on the frequency and duration of a temporary use.

(a) through (c) omitted

(d) **Circuses, Carnivals and Other Outdoor Entertainment Events.** Excluding activities and events occurring in a permanent entertainment facility, the temporary provision of games, eating and drinking facilities, live entertainment, animal exhibitions, or other similar activities in a tent or other temporary structure. Section 110.310.20, Circuses, Carnivals or Other Outdoor Entertainment Events, provides additional regulations.

(e) through (o) omitted

Section 110.310.20 Circuses, Carnivals or Other Outdoor Entertainment Events. A circus, carnival or other outdoor entertainment event may be permitted in all regulatory zones for a period not to exceed ten (10) days. Adequate parking and restroom facilities shall be provided for the expected attendance. An event that will have a combination of between three hundred (300) and nine hundred ninety-nine (999) participants and spectators on any one (1) day of the event shall obtain an administrative permit prior to the event. An administrative permit or outdoor festival license shall not be required for events held at or in facilities designed for such events. These facilities include auditoriums, convention facilities, stadiums and parks, but does not extend to ancillary support areas, such as parking lots, if the event is to be held on or in those ancillary support facilities. An event that will have a combination of more than one thousand (1,000) participants and spectators on any one (1) day of the event shall obtain an outdoor festival license as specified in Chapter 25 of the Washoe County Code, instead of an administrative permit.



2019

Key Personnel List



Incline Village Crystal Bay Fireworks Coalition Key Personnel List

(Updated 4/15/19)

Name	Affiliation	Phone Number	Email
Mike Young	Incline Community Business Association, President	(775) 771-2391	myoung@chaseinternational.com
Blane Johnson	Incline Community Business Association	(775) 750-7789	blane@sunbearrealty.com
Andy Chapman	Incline Village Crystal Bay Visitors Bureau, CEO	(530) 448-9992	andy@gotahoe.com
Michael Murphy	Hyatt Regency Lake Tahoe, General Manager	(805) 358-7089	michael.murphy@hyatt.com
Indra Wiquist	Incline Village General Improvement District, Director	(775) 745-7591	isw@ivgid.org
Greg Long	Incline Village Crystal Bay Visitors Bureau, Operations Director	(530) 318-2884	greg@gotahoe.com
Claudia Anderson	Parasol Tahoe Community Foundation, Executive Director	(775) 298-0187	claudiaa@parasol.org
Matt Giffillan	Pyro Spectacular, Producer	(916) 832-5610	mgilfillan@pyrospec.com



2019

Pyro Spectacular Contract

PYRO SPECTACULARS

by Souza®

2019 Pyrotechnic Proposal



Incline Community Business Association

July 4, 2019

November 28, 2018

Incline Community Business Association
Blane Johnson
969 Tahoe Blvd.
Incline Village, NV 89451

Dear Mr. Johnson,

Pyro Spectaculars North, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2019 event. The following proposal outlines your custom designed **Sky Concert™** Program "A" for the amount of \$50,000.00. The various fireworks elements provided are prepared to shoot from a barge in Lake Tahoe on the shore of Incline Village for approximately 20 minutes.

Our full service program includes music production and choreography, the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by January 1, 2019. Your deposit is due on April 2, 2019.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Marco Montenegro at (909) 355-8120 ext. 239.

Sincerely,

PYRO SPECTACULARS NORTH, INC.

Matthew Gilfillan

Matthew Gilfillan

PYRO Show Producer

MG/mm

Enclosures

Pyro Spectaculars North, Inc.

5301 Lang Ave. • McClellan, CA 95652 • Phone: (916) 640-0173 • Fax: (916) 640-0174

PYRO
SPECTACULARS
by Souza



www.pyrospec.com



Proposal Outline

Product Synopsis

Choreography and the Sky Concert™

The World of Pyro Spectaculars, Inc. at your Service

Commitment from the President

Production Agreement and Scope of Work



Choreography the PYRO WAY

What is a Sky Concert™?

There is a fine distinction between a fireworks display accompanied to music and fireworks choreographed to music. Our specialty is the latter and for nearly 30 years we have continued to perfect this technique. With the use of electronic and now computerized firing systems, we have transformed ancient fireworks into an artistic story of “oos” and “ahs” where we harmonize the fireworks to a musical score. This is our famed **Sky Concert™**.

Pyro Spectaculars pioneered the discipline of pyro musical displays in 1976 while celebrating our nation’s bi-centennial. This art form took years to master and the results have positioned us as the world’s top designer of fireworks choreography.

We strive to engage the audience emotionally by selecting a musical theme. For instance, “Patriotism” is the theme for the 4th of July. We then structure the story with an Opening Fanfare, four or five scenes with musical tempo changes and finish with an impressionable grand finale song.

Product selection and timing is the “PYRO WAY.” with the use of computer technology, we are able to digitally script our shows to the musical time line. We deliberately add effects that have the emotional, tempo or audible characteristics of the music itself. These are called “Fireworks Tableaus”

How does it work?

Execution of this art form takes great involvement from every facet of the company. During our quality testing, we collect timing data for each product we import. The timing and performance data from these tests become the pallet our Show Producers use to paint the sky. It usually takes one hour per song to perfectly design the various tableaus presented in one **Sky Concert™**.

Once the show is designed, the producer creates a cue sheet. This is where the shells are numbered in their firing sequence to the music timeline. The next step is also very time consuming for our packing team. Each shell gets the cue number hand written on it prior to being placed in the shipping carton. Next, our sound engineer adds an audible cue track with those numbers to the music CD that will play on show night.

On the show site our technicians carefully arrange the mortars according to the cue sheet and wire the shells to the firing system by its written cue number. During the show, the operator will listen to the cues on the CD and fires the cue as the number is heard. WOW! This is how we get the “Happy Face” shell to burst its smile exactly to the first note of Pharrel Williams’ song titled *Happy*.

There is no substitution for show choreography. Better is better in this case and there is no competitor with the capability to produce this level of fireworks entertainment at affordable prices. Choreography is not possible without the use of electronic firing systems and precision comes from having each shell with its own electronic match. Anything else is fireworks to music, not a **Sky Concert™**.



Explosive Entertainment For all types of events

Full Service Productions

- Creative Show Design
- Music and Theme Selection
- Permit Applications
- Insurance and Licensing
- Set up and delivery

Value Added Services

- In-House
Digital Recording Studio
- State of the Art Equipment
- 24 hour Support Staff
- Pyro University Safety and Training
Courses
- Fire Department Liaison

Products & Effects

- Sky Concerts™
- SOUSA™ Fireworks Brand
- Indoor Stage /Close Proximity Pyro
- Custom Logos
- Propane Effects
- Cryogenics
- Confetti and Streamers

Consultation Services

- Pyro-Program Development
- Display Site Surveys
- Innovative Product Development
- Safety Analysis

Our Commitment

FROM THE DESK OF

James Souza

PRESIDENT AND CEO

At the heart of every Pyro Spectaculars, Inc. show there is a five generation heritage of the Souza Family. We have been committed to the highest standards of safety, showmanship, and satisfaction for each of our customers.

Your audience expects the best from you... and I am pleased to offer my personal commitment to ensure that they will be thrilled with your fireworks show... and that you will never have to "worry" about any aspect of our business, professional, pyrotechnic, or performance relationship.

Along with the finest fireworks team in the industry, I pledge to you my personal support. Pyro Spectaculars is local, safe, cost-effective, creative, resourceful... the right choice for your fireworks show.

I am personally committed to ensuring that our local experience of excellence for over one hundred years will give you the finest show possible at any price. You deserve the "Pyro Spec Experience!"

Thank you. We look forward to serving you... with Pride!

James R. Souza

Pyro Spectaculars North, Inc.
5301 Lang Avenue
McClellan, CA 95652
Tel: 909-355-8120 :: Fax: 909-355-9813

Incline Community Business Association
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PRODUCTION AGREEMENT

(Special)

This agreement ("Agreement") is made this 27th day of December, 2019 by and between Pyro Spectaculars North, Inc., a California corporation, hereinafter referred to as ("PYRO"), and Incline Community Business Association, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 4, 2019, at approximately 9:30 PM, at On a barge in Lake Tahoe on the shore of Incline Village, Incline Village, NV, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$50,000.00 USD (FIFTY THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$25,000.00 USD (TWENTY FIVE THOUSAND DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$1,074.00 (\$358.00 per show), for a total of \$26,074.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than April 2, 2019. The balance of the Fee shall be paid no later than June 3, 2019. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1 5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

Pyro Spectaculars North, Inc.
5301 Lang Avenue
McClellan, CA 95652
Tel: 909-355-8120 ;::: Fax: 909-355-9813

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8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the North Lake Tahoe Fire Protection District, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of Nevada. It is further agreed that Washoe County, Nevada shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars North, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - Incline Community Business Association, 969 Tahoe Blvd., Incline Village, NV 89451.

18. **Modification of Terms** - All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

Pyro Spectaculars North, Inc.
5301 Lang Avenue
McClellan, CA 95652
Tel: 909-355-8120 :: Fax: 909-355-9813

Incline Community Business Association
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19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

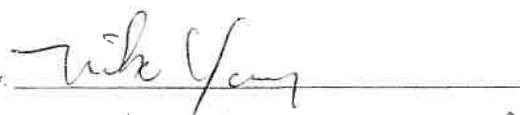
PRICE FIRM through January 1, 2019
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS NORTH, INC

Incline Community Business Association

By: 

By: 

Its: President

Its: Mike Young 20 Dec 18

AKC

Print Name

SHOW PRODUCER: Matthew Gillfillan

Pyro Spectaculars North, Inc.
5301 Lang Avenue
McClellan, CA 95652
Tel: 909-355-8120 :: Fax: 909-355-9813

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SCOPE OF WORK
PYRO SPECTACULARS NORTH, INC. (“PYRO”)
and
Incline Community Business Association (“CLIENT”)

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars North, Inc., Production on July 4, 2019, at approximately 9:30 PM at On a barge in Lake Tahoe on the shore of Incline Village, Incline Village, NV.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- An attendant to remain with the fireworks at all times.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- Marine services including but not limited to tugs and barges with tie-downs and anchors which shall be clean and free of debris for PYRO crew workplace, anchor and safety buoy securement and placement, as well as berthing and mating crews. General services required: forklifts, cranes, and other heavy equipment, planks, metal ramps, welders, sand, electrical power, fire suppression equipment, dumpsters, port-a-john, etc.
- A professional grade Audio System including all necessary equipment, installation of such equipment and trained audio engineers for operation based on audio and communications requirements provided by PYRO.
- Lodging of PYRO crew personnel, 6BD Cabin for 5 nights 7/1-7/6.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.



2019

NLTFPD Permit Application

Andy Chapman

From: Marco Montenegro <mmontenegro@pyrospec.com>
Sent: Friday, March 29, 2019 11:34 AM
To: mregan@nltfpd.net
Cc: Andy Chapman; blane@inclineattahoe.com; Matt Gilfillan
Subject: Incline Community Business Association Fireworks Permit Application 7-4-19
Attachments: Incline Community Business Assoc. Permit App 7-4-19.pdf

Good afternoon Fire Marshal Regan,
I have attached a copy of our permit application for the Incline Community Business Association's Fireworks Display on July 4, 2019.

Please feel free to contact me if you have any questions.

Thank you,

Marco Montenegro
PYRO SPECTACULARS, INC.
mmontenegro@pyrospec.com
909-355-8120 ext. 239
<https://www.pyrospec.com/>

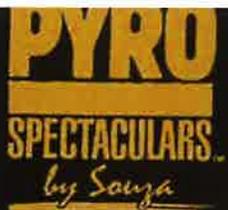


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CONFIDENTIALITY NOTICE:

This message may contain confidential and privileged information.
If it has been sent to you in error, please reply to advise the sender
of the error and then immediately delete this message. Thank you.



March 27, 2019

North Lake Tahoe Fire District
Fire Prevention
866 Oriole Way
Incline Village, NV 89451

Dear Fire Prevention,

Please find enclosed our Application for Permit to conduct a fireworks display for the **Incline Community Business Association** on **July 4, 2019**. The certificate of insurance covering the display, copy of the pyrotechnic operator's license, business license, Nevada State Fire Marshal license, safety plan/ timeline, and a check in the amount of **\$400.00** to cover the permit fees, and a diagram of the firing site are enclosed.

If standby firemen fees apply, please bill them directly to:

Incline Community Business Association

ATTN: Blane Johnson

969 Tahoe Blvd.

Incline Village, NV 89451

Ph: (775) 831-9006

If you have any questions or need further information please call or email Matthew Gilfillan at mgilfillan@pyrospec.com (916) 832-5610 or telephone our office at (909) 355-8120 ext 231. We would appreciate a copy of the permit after it has been approved. Thank you.

Sincerely,

Pyro Spectaculars North, Inc.

A handwritten signature in blue ink, appearing to read "Montenegro".

Marco Montenegro

Customer Service Representative

mmontenegro@pyrospec.com

/mm

Enclosures

PYRO SPECTACULARS, INC.

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813



North Lake Tahoe Fire Protection District

866 Oriole Way
Incline Village, NV 89451
Phone: (775) 831-0351 Fax: (775) 831-2072

DATE STAMP: Attachment C
Page 42

PROJECT SUBMITTAL APPLICATION

PROJECT NAME & ADDRESS:

CHECK PROJECT TYPE(S): Automatic Sprinkler Fire Alarm Extinguishing System

TRPA Pre-Review Other (Specify Type)

PROJECT AREA (Sq Ft):	BUILDING USE:
OCCUPANCY TYPE:	CONSTRUCTION TYPE:
PROJECT VALUATION:	FEE PER NLTFPD 16-1

Property Owner	OWNER: Blane Johnson with Incline Community Business Association		
	MAILING ADDRESS:	PHONE: (775) 831-9006	
	CITY: Incline Village	STATE: NV	ZIP: 89451
	EMAIL: blane@inclineattahoe.com		

Contractor	CONTRACTOR: Pyro Spectaculars, North Inc.	CONTRACTOR LIC.# GPD-1296	NV BUS. ID#: NV20111434031
	MAILING ADDRESS: 530 Lang Ave.		PHONE: (909) 355-8120
	CITY: McClellan	STATE: CA	ZIP: 95652
	EMAIL: mmontenegro@pyrospec.com		

Point Of Contact	APPLICANT: Matthew Gilfillan		
	MAILING ADDRESS: 530 Lang Ave.	PHONE: (916) 832-5610	
	CITY: McClellan	STATE: CA	ZIP: 95652
	EMAIL: mgilfillan@pyrospec.com		

By physically signing or electronically signing and submitting this application I acknowledge that all work will be performed in compliance with the codes and standards adopted by North Lake Tahoe Fire Protection District, Per Resolution 13-1, 13-2 and 16-1. Furthermore, all work will be completed by contractors and/or employees licensed through either the Nevada State Fire Marshal Division and/or the Nevada State Contractors Board, as applicable by NAC 477.300 and NRS 624.020.

SIGNATURE:

* The POC or Point of Contact is the sole individual tasked with corresponding or communicating with the NLTFPD. All communications from this office will be addressed to the POC.

FOR OFFICIAL USE:

NLTFPD Permit #: _____ STAFF: _____ DATE: _____

AMOUNT REC'D: _____ NOTES: _____

Application for Permit -- Public Fireworks Display

Attachment C

Page 3

We, Pyro Spectaculars North, Inc. , hereby make application for permit to conduct a display of fireworks by the California State Health and Safety Code, and agree to comply in every particular with the law pertaining thereto as set forth in Part 2 of Division 11, Division 12, and other applicable sections of the Health Safety Code, and the Rules and Regulations adopted by the State Fire Marshal.

Sponsoring Organization: Incline Community Business Association

Address: 969 Tahoe Blvd., Incline Village, NV 89451-

Person in charge of display: Matthew Gilfillan Lic#: 3172-NV (916) 832-5610

Location of display: Crystal Bay Lake Tahoe off the shore of Incline Village - On a barge oriented towards to the association green Incline Village, NV

Dates of display: Thursday, July 4, 2019

Time of display: Approximately 9:30 PM

Pyrotechnic Operator in charge (license number):

Matthew Gilfillan Lic#: 3172-NV (916) 832-5610

Type of Display:

Aerial Low Level Set Pieces Devices Manual Electric

Description of Product to be Fired

Low Level II (Approximately 100 -150 feet)

5 - Multi-Shot Device(s)

High Level Aerial (Approximately 200 - 1,000 feet)

4 - 3" Multi-Shot Device(s)

High Level Aerial (Approximately 200 - 1,000 feet)

60 - 3" Salute(s)

80 - 3" Single Break Aerial Shell(s)

90 - 4" Single Break Aerial Shell(s)

126 - 5" Single Break Aerial Shell(s)

81 - 6" Single Break Aerial Shell(s)

48 - 8" Single Break Aerial Shell(s)

60 - 3" Peanut Aerial Shell(s)

60 - 4" Peanut Aerial Shell(s)

Description of storage facilities and location on grounds: Delivered to site on date of display

Insurance/License

Workers Compensation: State Compensation Insurance Fund

Date: 10/14/2018 - 10/14/2019

Public Liability Insurance: \$ 1,000,000.00 (Certificate attached)

General Public Display License No. 1296 issued by State Fire Marshal

Wholesale License No. W-1297 issued by State Fire Marshal

Pyro Spectaculars North, Inc.

Applicant's Signature



Applicant's Address

5301 Lang Avenue, McClellan, CA 95652

APPROVAL FOR PERMIT

PERMIT FOR PUBLIC DISPLAY OF FIREWORKS to be held (date)

is hereby Granted

Denied

Signature

Title

**Incline Community Business Association-
July 4th, 2019 Fireworks
Pyro Spectaculars North, Inc. Contact List,
Safety Plan and Timeline**

Pyro Spectaculars Key Personnel:

Matthew Gilfillan- Producer,
Operator-916.832.5610

Marco Montenegro- Production
Assistant-909.640.0173

Juan Fernandez- Pontoon Boat Operator, Debris Cleanup
Specialist- 415.999.7801

Greg House- After Hours Barge
Attendant- 775.203.2467

**Approximate Barge
Size:**

3ea @ 10' x 40' = 1,200
sq. ft.

1ea @ 8' x 32' = 256
sq. ft.

Total- 1,200 + 256 = 1,456
sq.ft

NFPA 1123 Barge Size Recommended Caliber Calculations

3"- 200ea 600/2=
300

4"- 150ea 600/2=
300

5"- 126ea 630/2=
315

6"-81ea 486/2=
243

8"-48ea 384/2=
192

Multishots-9ea x 4 sq ft x 2
= 72

Total- 300 + 300 + 315 + 243 + 192 + 72 =
1,422 sq. ft.

Proposed Project Timeline:

July 1st

Pyro crew arrives in Incline Village

Pyro pontoon boat launched at IVGID boat launch, trailer stored by IVGID

Barges loaded into the water at IVGID Boat Launch

July 2nd

Pyro Spec equipment loaded onto barge and truck parked

Barges moved into positions

3pm- Pyro crew leaves barge

July 3rd

7:30am- Pyro fireworks delivery truck arrives at IVGID Boat Launch,

8am- Fireworks loaded onto pontoon boat and transported to barge

8:30am- Product loading commences

4:30pm- After-hours attendant arrives at barge

July 4th

9am-Pyro crew arrives at barge to complete display preparations

9:30pm- Display performed (See display detailed timeline)

July 5th

9am-Pyro crew returns to barge to strike all equipment

11am- Barge returned to boat launch for unloading of equipment

Pyro crew and truck leave IVGID boat launch

Detailed July 4th Performance Timeline

Pre display:

100ft Radius maintained by Washoe Co Sheriff Vessel and NLTFPD Vessel

8pm- Final barge preparation (cap plugs removed, final tests performed, safety gear)

9:20pm- Pyro pontoon boat begins circling safety zone

9:30pm- Green light text to Matthew Gilfillan from FM Mark Regan

9:48pm- Display completed, cool down procedure commences

10:18pm- Barge search for pyrotechnic material, all remaining products discharged

10:35pm- All clear given to medical, fire and law enforcement, barge cleanup begins

11pm- Firing system locked in trailer

Required Safety Gear:

All Pyro crew is required to wear safety gear during the display in accordance with NFPA 1123

- Long sleeved cotton or wool pants and shirts
- Safety Glasses
- Hard Hat
- Ear plugs (optional for crew on pontoon boat)
- Sufficient work shoes
- USCG approved personal floatation device (PFD)

Use of Cell Phones and Radios on Barge:

The use of cell phones and radios shall be prohibited except for essential Pyro crew

All conversations on cell phones shall be away from fireworks

During the display cell phones will serve as the approved method of communication to the barge

Firing Shelter:

A lockable trailer approximately 5' x 5' X 8' (H x W x D) will be utilized to protect the shooter

The trailer will be lined on the inside or outside with 3/4" plywood on top and the side facing fireworks

Debris Cleanup Plan

Pre display:

There shall not be use of foil or metal during the preparation of products

All reasonable efforts shall be made to remove plastic components from the products

All wire shall be firmly connected to fixed equipment to avoid entering the water upon discharge

Cap plugs and any weather-proofing materials are to be removed and stored prior to performance

Outer plastic bags shall be removed from all shells before loading

All waste and debris collected during setup shall be disposed of in garbage cans on the barge

During display:

Pyro pontoon boat will circle the downwind area of the Safety Zone during the display with pyro crew collecting debris from the water with "pool scoop" style tools

Post display:

Eikam will provide surface skimming to collect debris from the water

Pyro pontoon boat will continue to collect debris until approximately 10:30pm

Pyro crew on the barge will sweep up debris on the surface of the barge

Morning of July 5th:

Eikam will continue to skim the surface of the lake collecting remaining debris

Eikam will provide divers to collect debris from beneath the surface of the lake

IVGID will clear beach of all debris and monitor the shore for future debris wash up

*All debris collected by Eikam and Pyro crew will be photographed and thrown away



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2019

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS:	FAX (A/C, No): 216-658-7101
	INSURER(S) AFFORDING COVERAGE	
INSURED Pyro Spectaculars North, Inc. 5301 Lang Ave. McClellan Park CA 95652	INSURER A: Everest Indemnity Insurance Co. NAIC # 10851	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 784277120** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			S18GL00282-191	1/13/2019	1/13/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		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)
 Certificate Holder is named as an Additional Insured in regards to General Liability.
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 Display Date: July 4, 2019
 Display Location: Lake Tahoe on the shore of Incline Village on a barge, Incline Village, NV
 Additional Insured: Incline Village Community Business Association, Incline Village General Improvement District, Washoe County, North
 See Attached...

CERTIFICATE HOLDER Incline Community Business Association 969 Tahoe Blvd. Incline Village NV 89451	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Britton Gallagher		NAMED INSURED Pyro Spectaculars North, Inc. 5301 Lang Ave. McClellan Park CA 95652	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Lake Tahoe Fire Prevention District, State of Nevada and their officers, agents and employees when acting in their official capacity as such.

2018

Nevada State Fire Marshal
CERTIFICATE OF REGISTRATION

Pyro - Operator - Outdoor Aerial 3172 Flame Effect - Operator - Propane FE 330	NON-TRANSFERABLE	MATTHEW I GILFILLAN 6 AUDUBON WAY NOVATO, CA 94949
---	------------------	--

Registrant's Signature

Year: _____

MATTHEW I GILFILLAN
6 AUDUBON WAY
NOVATO, CA 94949

Remember:

You are responsible for reading and knowing the General Licensing rules and Nevada Administrative Code 477 as well as the appropriate NFPA information that pertains to your specific licensure.

CERTIFICATE OF REGISTRATION

Birth Date	Age	Weight	Height
05/13/1981	37	192	6'2"

Hair	Eyes	Sex
Brown	Hazel	M

Written notice must be given to the Nevada State Fire Marshal within 7 days of change of address. Please view the codes and fees regulating this card at our website: <http://fire.nv.gov> or call our office at (775) 684 - 7530.

Date Issued: 05/18/2018 Date Expired: 04/30/2019

NON-TRANSFERABLE

NON-TRANSFERABLE

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

PYRO SPECTACULARS NORTH INC.
Nevada Business Identification # NV20111434031

Expiration Date: June 30, 2019

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on June 4, 2018

Barbara K. Cegavske

Barbara K. Cegavske
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which by law cannot be waived.

NEVADA STATE FIRE MARSHAL LICENSE

NON-TRANSFERABLE

NON-TRANSFERABLE

LICENSE NUMBER(S)

P 2479

TYPE

Pyro - Indoor/Outdoor

Firm & Address

PYRO SPECTACULARS
NORTH INC
5301 LANG AVE
MCCLELLAN, CA 95652



The above named firm is hereby authorized to perform services within the limits of the type of license(s) specified above as provided under the Nevada State Fire Marshal's Regulations and Nevada Revised Statutes, Chapter 477.

This License remains the property of the State Fire Marshal, and must be surrendered upon demand.



Bart J. Chambers
Nevada State Fire Marshal

Issued: **1 May, 2018** Date Expires: **30 April, 2019**

LICENSE NUMBER

W001180A-LIC

LICENSE TYPE

General Business License

LICENSE - NOT TRANSFERRABLE
POST IN A CONSPICUOUS PLACE



**COUNTY OF
WASHOE
NEVADA**

This license cannot be transferred or assigned. It is valid only for the licensee and location shown below.

YEAR LICENSE VALID

Expires on 05/31/2019

LICENSE FEE PAID

**THIS CERTIFIES THAT
IN THE NAME OF
LOCATED AT**

**Pyro Spectaculars Inc. North
Pyro Spectaculars Inc. North
5301 LANG AVE, MCCLELLAN, CA 95652**

**Pyro Spectaculars Inc. North
Pyro Spectaculars Inc. North
5301 Lang Ave.**

McClellan, CA 95652

This license certifies that the name above has paid the required fees to the license collector of Washoe County and is hereby authorized to conduct business and is subject to the provisions of law.

Incline Village Firing Site

Approximate Coordinates: 39deg 14' 13" N, 119deg 57' 1" W
Safety Zone- 1,000ft Radius

Legend

 1,000ft Radius

 Incline Village Firing Site

Safety Zone- 1000ft Radius

Incline Village Firing Site

39deg 14' 13" N, 119deg 57' 1" W



1000 ft



2019

Coast Guard Permit Application

Andy Chapman

From: Matt Gilfillan <mgilfillan@pyrospec.com>
Sent: Wednesday, April 03, 2019 1:16 PM
To: Cotton, Jennae N LTJG
Cc: Marco Montenegro; Andy Chapman
Subject: Re: [Non-DoD Source] USCG Fireworks Permit Applications
Attachments: InclineVillageSupp7-4-19.pdf

Hi LTJG Cotton,

Thank you for the confirmation of receipt of our permit application. Here is the completed supplemental form with details on the plan. I've copied the client, Andy Chapman, to this message so he is aware that the application is received and underway. Please let us know if you have any questions. Thank you.

Best,

Matt

On Wed, Apr 3, 2019 at 12:27 PM Cotton, Jennae N LTJG <Jennae.N.Cotton@uscg.mil> wrote:

Good afternoon Matt,

We did get the application for the Incline Village Independence Day Fireworks, and the additional information page is attached. Are you able to provide the name and location of the other fireworks displays you plan on submitting? We'll compile all of the displays and submit them for approval at the same time, so any advanced information you can provide would be appreciated.

Please let me know if you have any questions, and have a great day!

Respectfully,

LTJG Jennae Cotton

Sector San Francisco

Waterways Management

(415) 399-3585

Marine Event Permit (Continued)

Only fill out this portion of the marine event application if you are having a **fireworks display on or over a body of water**.

Note: An environmental checklist must be submitted along with this application. Upon receipt of the environmental checklist, the marine event will be given an **Environmental Categorical Exclusion (CATEX)**, or require an **Environmental Assessment (EA)**. If an Environmental Assessment is conducted for the marine event, it will generate an **Environmental Impact Statement (EIS)** for the marine event. The National Environmental Policy Act will be further explained if a checklist is required.

For any questions concerning marine events please call the Marine Event permit desk at 415-399-7440.

<p>1. What is the name and/or hull number of the fireworks barge(s) being used for the fireworks display? If you are unable to provide a name or vessel identification number, please provide the company name or approximate size of the barge(s).</p> <p>4ea Barges: 3ea 40ft x 10ft, 1ea 32ft x 10ft. All barges connected into one platform. Barges owned by Incline Community Business Association.</p>
<p>2. What date & time will loading of the barge(s) commence? (ex. July 1, 2016 at 8:00 a.m.)</p> <p>Equipment loaded on barges on July 2 at 9am Fireworks loaded on barges on July 3 at 7:30am</p>
<p>3. Where will the barge(s) be loaded? (ex. Pier number or Marina Name, Lat/Long)</p> <p>IVGID Boat Launch Appx Coordinates: 39°14'18.92"N, 119°56'46.94"W</p>
<p>4a. Approximately how long will it take to load the barge(s)? 2 hours 4b. How many barges are being loaded? 4ea connected into one platform</p>
<p>5. What date & time will the barge(s) be towed from the loading location to the display location, and how long will it take?</p> <p>The barge is located in it's firing location, and it doesn't move until after the display.</p>
<p>6a. What is the latitude and longitude of the display location? 39°14'13.00"N, 119°57'1.00"W 6b. Which channel/river/bay are the fireworks going to be launched from? Crystal Bay Lake Tahoe off the shore of Incline Village, NV</p>
<p>7. What is the approximate distance from the shore to the barge(s) at the time of the display? 1,100ft</p>
<p>8a. What time will the fireworks display start? Appx 9:40pm</p>

8b. How long will the fireworks show last? Appx 20 Min
8c. What is the size of the largest shell in inches? 8"



2019

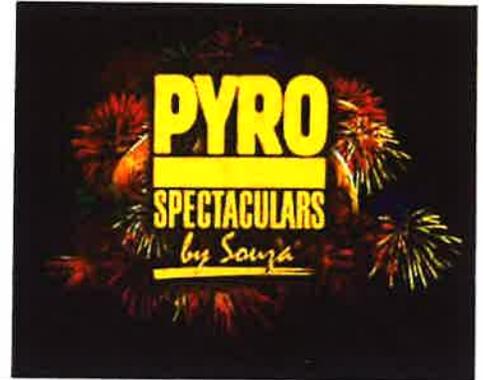
FAA Permit Application

FIREWORKS DISPLAY WORKSHEET

Forward completed COMPANY and FIREWORKS DISPLAY INFORMATION to 9-ATO-WSA-OSG-Fireworks@faa.gov No Later Than 15 Business Days before event (30 business days for major holiday events), or via standard mail to: FAA, Western Service Center, Operations Support Group/AJV-W2, 1601 Lind Ave SW, Renton, WA 98057, NLT 30 business days before event date (60 business days for major holiday events).

COMPANY INFORMATION:

Pyro Spectaculars North, Inc.
PO Box 2329
Rialto, CA 92377
PH: 909-355-8120
FX: 909-355-9813



Marco Montenegro
mmontenegro@pyrospec.com

Today's Date (MM/DD/YYYY): 03/29/2019

FIREWORKS DISPLAY INFORMATION:

Date Display Begins (MM/DD/YYYY) **07/04/2019** Max. Height in Feet AGL **1200**
Start Time (24-hr Local) _____ hrs Duration of Display in Minutes **20**
Venue **Incline Village** Event Name **Incline Community Business**
Location of Venue Display (City/ST): **Incline Village, NV**
Latitude (DD°MM'SS.SS") **39° 14' 13. "N** Longitude (DD°MM'SS.SS") **119° 57' 01. "W**
On-site Operator **Matthew Gilfillan** On-site Contact Number **(916) 832-5610**
Notes/Comments **Crystal Bay Lake Tahoe off the shore of Incline Village**

Service Center Use Only:

WP / JP _____ RESTF: _____ SECT: _____
HDF / SDF _____ FRD: _____
F1: _____ / _____ OB -- NC 15B 15A _____
F2: _____ / _____ OB -- NC 15B 15A _____
F3: _____ / _____ OB -- NC 15B 15A _____
F4: _____ / _____ OB -- NC 15B 15A _____
FR _____
L N/A CESTP: _____

Incline Village Firing Site

Approximate Coordinates: 39deg 14' 13" N, 119deg 57' 1" W
Safety Zone- 1,000ft Radius

Legend

 1,000ft Radius

 Incline Village Firing Site

Safety Zone- 1000ft Radius

Incline Village Firing Site

39deg 14' 13" N, 119deg 57' 1" W



1000 ft



2019

NDOW Permit Application

Andy Chapman

From: Matthew Gilfillan <mgilfillan@pyrospec.com>
Sent: Thursday, March 28, 2019 5:52 PM
To: Laura Feliz
Cc: Marco Montenegro; Andy Chapman
Subject: Incline Community Business Association Fireworks 7/4/19
Attachments: NDOWAppICBA19.pdf

Hi Laura,

Thank you for speaking with me earlier today about our July 4th fireworks display scheduled in Incline Village. Please find the attached Marine Event Permit Application outlining our plan. Please let me know if you have questions, and you can call my cell phone anytime to collect payment via credit card.

Best,

Matt



Matthew Gilfillan

Producer | www.pyrospec.com

mgilfillan@pyrospec.com | 916.832.5610





**APPLICATION
MARINE EVENT PERMIT**

**Fee: Marine Event - \$50 (22.62)
Marine Event Charitable Organization - No Charge(22.63)**

Please PRINT all information except for your signature. Incomplete or illegible applications will be returned.

APPLICANT INFORMATION		TAX ID:	SPORTSMAN'S ID or SSN:	DATE OF BIRTH:
NAME [LAST] GILFILLAN	[FIRST] MATTHEW			[MIDDLE] IAN
PHYSICAL ADDRESS: 5301 LANG AVE				
CITY: MCCLELLAN		STATE: CA	ZIP: 95652	
MAILING ADDRESS: SAME				
CITY:		STATE:	ZIP:	
HOME PHONE:	WORK PHONE: 916 640 0173	E-MAIL ADDRESS: mgilfillan@pyrospec.com		
HEIGHT: 6'2"	WEIGHT: 192 lbs	HAIR: brn	EYES: grn	GENDER: m
DRIVER'S LICENSE NUMBER B7273293		STATE: CA	DATE ISSUED: 11/1/18	

1. Have you conducted any marine events prior to this application Yes No If yes, please list them: _____

July 4 FIREWORKS in 2018

2. Have you ever been convicted of a boating safety violation, an alcohol/drug-related offence or any felony?

Yes No If yes, please list them: _____

3. Name of Organization: PYRO SPECTACULARS ON BEHALF OF INLINE COMM BUS ASSOC

4. Location of Event: FIREWORKS SHOT FROM BARGES ON CRYSTAL BAY LAKE TAHOE

5. Exact Times: 9:30 - 9:55 pm 6. Exact Dates: 7/4/19

7. Description: INDEPENDENCE DAY FIREWORKS ON 4 BARGES

As part of the description attach a diagram showing boundaries of the event, water courses, buoy placement, areas for participation, officials, and spectators.

8. Estimated number of vessels: 5 A. Participants: 4 ea barges and 1 ea pontoon

Participant vessel types and classes: Anchored Barges 40ft x 10ft boat
PONTOON Boat 20ft

B. Spectators: ON SHORE AND ON BOATS

C. Safety Patrol: USCG, WCSO, NUTFPD VESSELS

9. Estimated number of participants: 5

10. Estimated number of spectators: 10,000

11. Special Requirements: (i.e. restricted movement of vessels and spectators through specified areas: EXCLUSION ZONE ISSUED BY USCG + NUTFPD

12. Motorboat noise exemption is hereby requested:

to compete in an approved marine event as provided in NRS 488.305.

to conduct trial runs between the hours of 9 a.m. and 5 p.m. for a period not to exceed 48 hours immediately preceding the marine event.

to compete in official trials for speed records between the hours of 9 a.m. and 5 p.m. for the period not to exceed 48 hours immediately following the marine event.

13. Safety requirements (i.e. safety patrols, unusual hazards, radio coordination, launching/retrieving buoys, the number and kind of navigational aids, rescue, medicinal, picket boats):

PATROLS BY LAW ENFORCEMENT

14. Do you have liability insurance? Yes No Amount: \$1M

Insurer: BRITTON GALLAGHER Insured: PYRO SPECTACULARS NORTH

15. Are there any potential adverse environmental effects or pollution concerns that may require an environmental assessment? Yes No If yes, describe (include any abatement plans)

FIREWORKS

DEBRIS: PONTOON BOAT + KAYAKERS TO COLLECT DEBRIS + DIVERS ON THE DAY FOLLOWING DISPLAY. STEVE EKAM - ~~OWNER~~

16. Public sanitation concerns will be addressed as follows:

17. Have you contacted other agencies that may require a permit? Yes No If yes, agency name: _____

USCG, NUTFPD, WASHOE COUNTY

I, the signator, in signing this application, hereby state that I am entitled to this permit under the laws of the State of Nevada and that no false information or false statement has been made by me to obtain this license.

[Signature]
Signature of Applicant

3/28/19
Date

Submit your completed application and fee to the appropriate office below:

Western Region

Nevada Department of Wildlife
Special Licenses and Permits
1100 Valley Rd, Reno, NV 89512
Telephone: (775) 688-1500
Counties: Carson City, Churchill, Douglas,
Humboldt, Lyon, Mineral, Pershing, Storey,
Washoe

Southern Region

Nevada Department of Wildlife
4747 Vegas Dr.; Las Vegas, NV 89108
Telephone: (702) 486-5127
Counties: Clark, Esmeralda, Lincoln, Nye

Eastern Region

Nevada Department of Wildlife
60 Youth Center Road; Elko, NV 89801
Telephone: (775) 777-2300
Counties: Elko, Eureka, Lander, White Pine

FOR DEPARTMENT USE ONLY

Date Received: _____

Date Approved: _____

Date Disapproved: _____

Date Returned for Additional Information: _____

Department Representative: _____

REASON FOR DISAPPROVAL:



2019

Medical Standby Contract

**MEDICAL STAND-BY
SERVICE AGREEMENT**

THIS AGREEMENT, made this 26th day of March , 2019 , by and between Incline Village Crystal Bay Firework Coalition, hereinafter referred to as the Client , and North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, Nevada 89451, hereinafter referred to as the DISTRICT, and

WHEREAS, the DISTRICT has the expertise to provide Medical Stand-by services: and

WHEREAS, the CLIENT desires to implement Medical stand-by services, described in the Agreement.

NOW, THEREFORE, it is hereby agreed that:

1. CLIENT warrants that they obtained authority from Washoe County and have obtained an outdoor festival license to hold the Red White and Tahoe Blue Festival to grant all rights to the DISTRICT provided for in this Agreement. The event is described as follows:
2. DISTRICT agrees to provide medical stand-by services specified in The Scope of Work of this agreement for funds not to exceed \$ 7,000 (ten thousand dollars) Deposit of \$3,000 is due before June 1, 2019 with remaining balance paid within 30 days of the involved date. Set rates: \$220hr for (2) Two Medical staff and ALS Unit. \$110hr for (2) Two Medical staff for First aid Stations.
3. It is understood between CLIENT and DISTRICT that this Agreement shall begin on the date July 3, 2019, and shall remain in force until July 4, 2019.
4. This Agreement may be terminated by either party ten (10) days following written notice to the other party.
5. DISTRICT will not assign the rights provided for in this Agreement to a subcontractor of its choice without obtaining the approval of the CLIENT.
6. CLIENT will provide DISTRICT ONE(1) Golf cart, TWO(2) event radios and TWO(2) 10x10 shade tents with first aid signage. 16 hours of staffing from IVCH at one first aid station.
7. This Agreement may be extended as mutually agreed to by the CLIENT and DISTRICT. All extensions will be written and become part of this Agreement.
8. CLIENT recognizes that the DISTRICT is operating within the scope of established practice and policy, and each party therefore agrees to indemnify and hold the other harmless from any actions or results occurring as a consequence of planning and/or implementing the work specified in this Agreement.

SCOPE OF WORK:

Medical Stand-by on:

1. July 3rd and July 4th, 2019 from 8:00am until the events are over and the crowd has disbursed below NRS 450B requirements. With FOUR(4) personnel that will man an ALS unit and the first aid station.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day first written above.

CLIENT

DATE

DISTRICT

DATE



2019

Nevada Highway Patrol

(pending)



2019

Washoe County Sheriff

(pending)



2019

Communication & Safety Plan



FIREWORKS COMMUNITY COMMUNICATIONS PLAN

IVCBFC has contracted Dollar Radio Rentals to provide communication needs:

18 – Titan TRX4 Digital hand-held radios with earpieces and microphones.

9 back-up batteries. The radios are capable of a five-mile range.

A repeater system will be established to enhance communications for the fireworks event with a main IVCBFC Event Contact Person and key public safety officials, including, but not limited to: Fireworks contractor, WCSO, NLTFPD, NHP, CERT, IVGID and first aid station personnel.

A 32-channel system will be utilized. IVCBFC will be advised by WCSO for proper assignment of different channels for communication. All radios shall be labeled with their channel assignment.

All emergencies shall be called in by radio, then followed up by a 911 call via cell phone.

IVCBFC will comply with any and all direction regarding communication allocation.

CERT, Silver State Barricade, specified WCSO and NLTFPD officials shall be provided with two-way radios to ensure seamless communication with IVCBFC Event Chairpersons. A specific channel will be dedicated for communication at all times.

IVCBFC has contracted with a fireworks provider that secures and stores their own fireworks. Pyro Spectacular is experienced with producing pyrotechnic shows in the Lake Tahoe Basin. They are consistently compliant with Cost Guard and all other requirements. In addition to storing the fireworks, Pyro Spectacular operates with a crew of 8-10 experienced employees. The size of a crew allows them to efficiently load, set-up fireworks in a maximum of two days, and provide 24-hour security on the barge. IVCBFC provides Pyro Spectacular barge security with a Titan TRX4 digital radio with earpieces, microphones and back-up batteries. The radio is capable of a five-mile range. A repeater system has been rented as well to enhance communication.

Pyro Spectacular has a separate safety plan for loading, unloading, transport, and detonation for the fireworks show. That document is attached as an exhibit to this safety and communications plan.

Rates Include:

- Titan Radio Equipment
- Dollar Radio Rental's Satisfaction Guarantee
- Programming and Support

TR200 Portable Includes:



Item Number-Unit	Qty	Price Per Day	Total
Radio/Repeater			
TR4X- Two Way Portable Radio	18	4.99	89.82
TR5000- Repeater	1	19.99	19.99
Accessories			
TRSK-Surveillance Kit Ear Piece	18	0.99	17.82
TRDS- D-Shell Ear Piece (In ear)		0.99	0.00
TRHS-Lightweight Headset		0.99	0.00
TRSM-Speaker Microphone		0.99	0.00
TRDM-Dual Muff Behind the Head		3.99	0.00

Charging Cases

TRPEL-6-18 Bank Charger in Pelican Case
(Recommended and required in some cases)

1

4.99

4.99

Extra Batteries

TRLB- Spare Li-ion Battery (Recommended)

9

0.49

4.41

Damage Waiver (Optional):

For 15% of the rental cost any equipment that is returned broken will not be charged to the Renter. Lost or stolen equipment is not covered

137.03

Subtotal per Day
Total # of Days
(3-day minimum)

3

Shipping Charges:

Shipping charges can be found to the right. The rates for ground freight mostly range between \$39-79 round trip per case (up to 18 radios or 1 repeater) depending on location. Expedited shipping methods are available upon request. The rental equipment will be delivered one day before the rental date and is expected to be shipped back one day after the rental concludes using the provided return shipping label.

Subtotal

411.09

Shipping
(Includes both ways)

98.00

Total

\$509.09

Damage Waiver
(Optional) - Add >

61.66

Comments/Requests:

GRAND TOTAL

570.75



FIREWORKS COMMUNITY SAFETY PLAN

Primary security begins Thursday, July 4, 2019, from approximately 5:00 a.m. until the fireworks egress is complete and crowds are dispersed.

TRAFFIC

All security personnel (hired and volunteer) will work in conjunction with the WCSO. The Washoe County Community Emergency Response Team (CERT), a volunteer security committee which has assisted the firework event for many years, will be contacted to assist WCSO with directing traffic at key locations on Washoe County roads in Incline Village pursuant to the approved traffic plan to include the corrections requested for just the Fireworks Portion of the event from 2018. The traffic plan will be installed by Silver State Barricade under contract with Incline Village General Improvement District (IVGID) representative Indra Winquest. IVCBFC will work with Law enforcement to define the locations within the plan that will be manned by uniformed officers or CERT volunteers. All other times the manning will be provided by Silver State Barricade. The WCSO command center will be located at Incline Beach at no cost to the event to assist in law enforcement activities in Incline Village during the week of the event.

The table below describes responsibilities and locations for flagging traffic control contact information is provided in the attached communication matrix:

July 4, 2019

5:00am - End of Fireworks

Lakeshore/ Village SILVER STATE ONE ATSSA FLAGGER - 5AM TO 1500 - 2 CERT, ONE SSS AND OR DEPUTY – 1500 UNTIL EGRESS OF TRAFFIC

LAKESHORE NEAR LIGHT PLANT @CROSSWALK SILVER STATE ONE ATSSA FLAGGER - 5AM TO NOON

Lakeshore/ Country Club - SILVER STATE ONE ATSSA FLAGGER - 5AM TO 1500 2 CERT, ONE SSS AND OR DEPUTY – 1500 UNTIL EGRESS OF TRAFFIC

Incline Way/ Rec Ctr Drive #1 - CERT

Incline Way/ Rec Ctr Drive #2 – CERT

Incline Way/ Country Club –SILVER STATE 5 AM TO 2145

Incline Way/ Southwood – SILVER STATE 5 AM TO 2145

WCSO will have SSS personnel on traffic control at Lakeshore/Ski Beach 1000 – 2200 hours

CERT will also have 3 members for traffic control at Beach Access Points/Parking lot – 0500 – 2300 hours

LAKESHORE BLVD BETWEEN VILLAGE AND COUNTRY CLUB

Will be closed in both directions by WCSO to ALL traffic until the end of the Fireworks when we start the egress plan

**** EXCEPTION – Vehicles with handicapped sticker/placard will be allowed access to park. Vehicles with boat trailers will be allowed access to Ski Beach to pick up their boat****

EGRESS OF FIREWORKS – APPROX 2145 UNTIL 2330

Lakeshore/ SR28 East - NHP
Lakeshore/ SR 28 West – NHP
Southwood W/ SR28 East - NHP
Southwood E/ SR 28 West – WCSO
Village/ SR28 East - NHP
Country Club/ SR 28 West – NHP
Incline Way/ Country Club – WCSO
Incline Way/ Southwood – WCSO
Village/ Southwood - WCSO

WCSO will also have roving deputies/motor units 0700-0000 to assist in maintaining no parking/traffic plan route

MEDICAL

NLTFPD, Fire Marshal, Mark Regan, will provide the event with on-site staffing to address medical concerns that arise. A first-aid station with signage shall be set up on Incline Beach. NLTFPD and Incline Village Community Hospital (IVCH) will have transportation with ALS and driver at all times. IVCH will provide support for the July 4th event to be present at a first aid location on Incline Beach. If all “Event EMS Staff” are on an incident, the normal EMA system will engage in their usual fashion.

Hand-washing stations will be provided at locations of portable toilets. ADA handicap accessible portable restrooms will be available at designated the permanent facilities at Ski Beach and Incline Beach.

Biological waste containers will be provided at the first aid station as per IVCH.

Two dedicated golf carts shall be provided to NLTFPD to be used as a “people mover” for medical and/or fire personnel to bring medical response personnel to access areas not available to motor vehicles. NLTFPD to provide signage for the dedicated golf carts.

Principal medical response personnel will be provided with a two-way radio to communicate with Event Staff and Security at all times. A channel will be designated for first aid communication at all times on the day of the event.

Care Flight will have access to land on Upper Village Green field and the Incline High School field as a back-up landing site.

Use of alcohol, by volunteers, is not permitted during the event. Volunteers and Event Staff should keep an eye out for people under the influence. If an observer or participant seems to be under the influence, this person should be asked to leave. If this person seems to be in medical distress, plan of action for Assistance Requiring Medical Care should be taken.

Summary of data of medical contacts will be provided by EMS staff upon conclusion of the events, no later than July 7, 2018.

Should Incline Beach become suddenly unsafe for any reason, including acts of civil disobedience, nature (rain with lightning) or other critical incident and either WCSO, NHP or NLTFPD determine the situation is unsafe, event goers will be moved to either Aspen Grove and the Hyatt Casino. If the event is permanently terminated early for any reason, the "Fireworks Egress Plan" will be immediately implemented to get people safety out of the area. WCSO, NHP, NLTFPD and RWTB personnel shall communicate and direct evacuation. Follow Incline Emergency Evacuation Plan for citywide evacuation: <http://www.nltpd.net/wp-content/uploads/2013/03/Emergency-Preparedness-Brochure.pdf>

LIGHTING PLAN

The 2019 Fireworks Illumination plan will comply with all County, Law enforcement, Fire/EMA requirements as well as the Memorandum of Understanding (MOU) with Incline Village General Improvement District (IVGID). This plan will incorporate all updated requests from the 2019 event.

Dusk for egress is vital for the safety of all patrons to navigate all major intersections, cross walks of Lakeshore Blvd., Country Club Blvd., Village Green and two Recreation Center driveways.

Lighting Locations shown on the attached illumination plot map:

IVGID Park staff will deliver and operate lighting to the following:

1. Incline Beach west side set up just outside west gate to the park in the easement lighting for crossing the Lakeshore Blvd and exiting the parks. Assigned to IVGID Staff.
2. On the north west corner of Village and Lakeshore. Assigned to IVGID Staff.
3. Incline Beach inside park, west side of gate guard shack on turf, on the right as you enter the park. Lighting for exiting the park. Assigned to IVGID Staff.
4. Incline Beach inside park, east side of gate guard shack on turf. Lighting for exiting the park. Assigned to IVGID staff.
5. Ski Beach near bridge. Lighting for exiting the park. Assigned to IVGID Staff.
6. Ski Beach entrance to park. Lighting for exiting the park. Assigned to IVGID staff.
7. Ski Beach midway down Main Island inside park facing both north and south. Lighting for exiting the park. Assigned to IVGID Staff.
8. Ski Beach east of boat ramp shining toward Incline beach and Hermit beach. Lighting for exiting the park. Assigned to IVGID Staff.
9. Village Green, middle of field east side. Lighting for upper and lower Village Green after the event. Assigned IVGID Staff.
10. Village Green, middle of field west side. Lighting for upper and lower Village Green after the event. Assigned IVGID Staff.
11. Village Green, bottom of field east side. Lighting for Village Green after the event. Assigned IVGID Staff.
12. Incline Way, Recreation Center side of the road, at the end of the fire road driveway. Lighting for crossing Incline Way. Assigned IVGID Staff.
13. Incline Way, Recreation Center side of the road, at the end of the main driveway. Lighting for crossing Incline Way. Assigned IVGID Staff.

IVCBFC will provide battery powered illumination lamps for barge (on water). Lumens requirements and the barge shall be illuminated dusk till dawn. Lamps are designed to turn on at dusk automatically and must be secured to four corners of barge. IVCBFC will work with Pryo Spectacular to supply and replace batteries each day barge is launched until retrieval July 5, 2019.



2019

Traffic Control Plan

Silver State Barricade & Sign
1997 Glendale Ave
Sparks, NV 89431

Invoice

Date 4/15/2019
Invoice # 105403

Phone # 775-331-0907

Bill To

Incline Village General Improvement Dist
893 Southwood Blvd
Incline Village, NV 89451

Ship To

John Dollar
Incline Village GID
1220 Sweetwater Rd
Incline Village, NV 89451

P.O. No. Terms Job
NET 30/1.5% Fin Chrg 4th of July

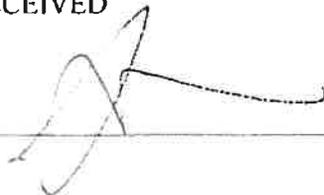
Qty	Item	Description	Price	Total
-----	------	-------------	-------	-------

Equipment includes:
250 - cones
4 - Type III Barricades
47 - Type I Barricades with signs
4 - Sign Stands w/ Ped sign
2 - Message Boards

Agreed payment terms: payment prior to event

Purchaser agrees to indemnify and hold harmless Silver State Barricade & Sign--its officers, agents, and employees--from all liabilities, claims, expenses, damages or injuries to property or persons arising from the use, ownership, or possession of products. 20% restocking fee on all returns. NO RETURNS ON CUSTOM SIGNS OR SPECIAL ORDERS.

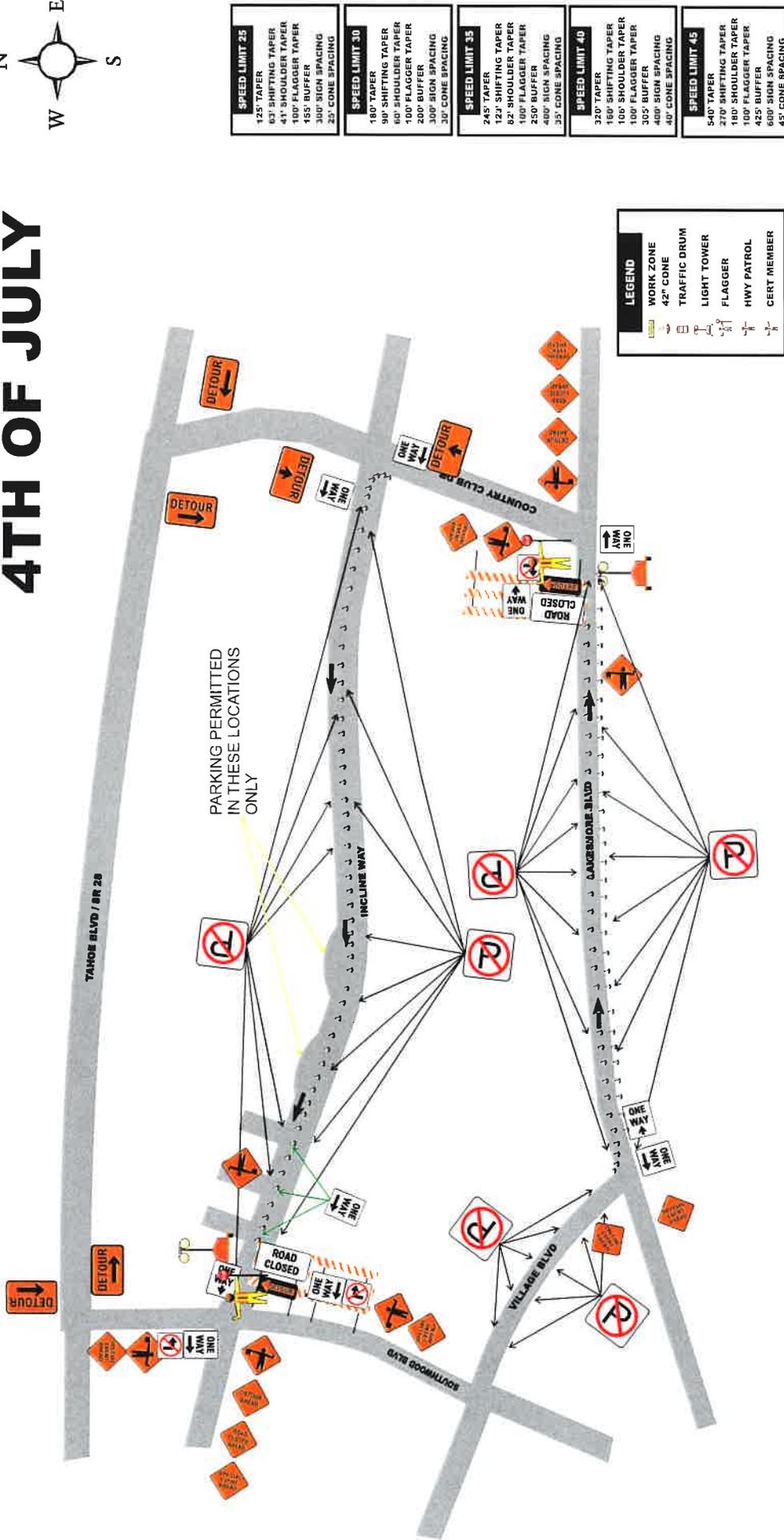
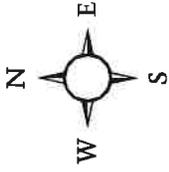
RECEIVED



DATE 4/15/19

Subtotal \$13,200.00
Sales Tax (8.265%) \$0.00
Total \$13,200.00

4TH OF JULY



SPEED LIMIT 25 125' TAPER 63' SHIFTING TAPER 41' SHOULDER TAPER 100' FLAGGER TAPER 155' BUFFER 300' SIGN SPACING 20' CONE SPACING	SPEED LIMIT 30 180' TAPER 90' SHIFTING TAPER 60' SHOULDER TAPER 100' FLAGGER TAPER 200' BUFFER 300' SIGN SPACING 30' CONE SPACING	SPEED LIMIT 35 245' TAPER 123' SHIFTING TAPER 82' SHOULDER TAPER 100' FLAGGER TAPER 250' BUFFER 400' SIGN SPACING 35' CONE SPACING	SPEED LIMIT 40 320' TAPER 160' SHIFTING TAPER 100' SHOULDER TAPER 100' FLAGGER TAPER 300' BUFFER 500' SIGN SPACING 40' CONE SPACING	SPEED LIMIT 45 340' TAPER 270' SHIFTING TAPER 180' SHOULDER TAPER 100' FLAGGER TAPER 425' BUFFER 600' SIGN SPACING 45' CONE SPACING
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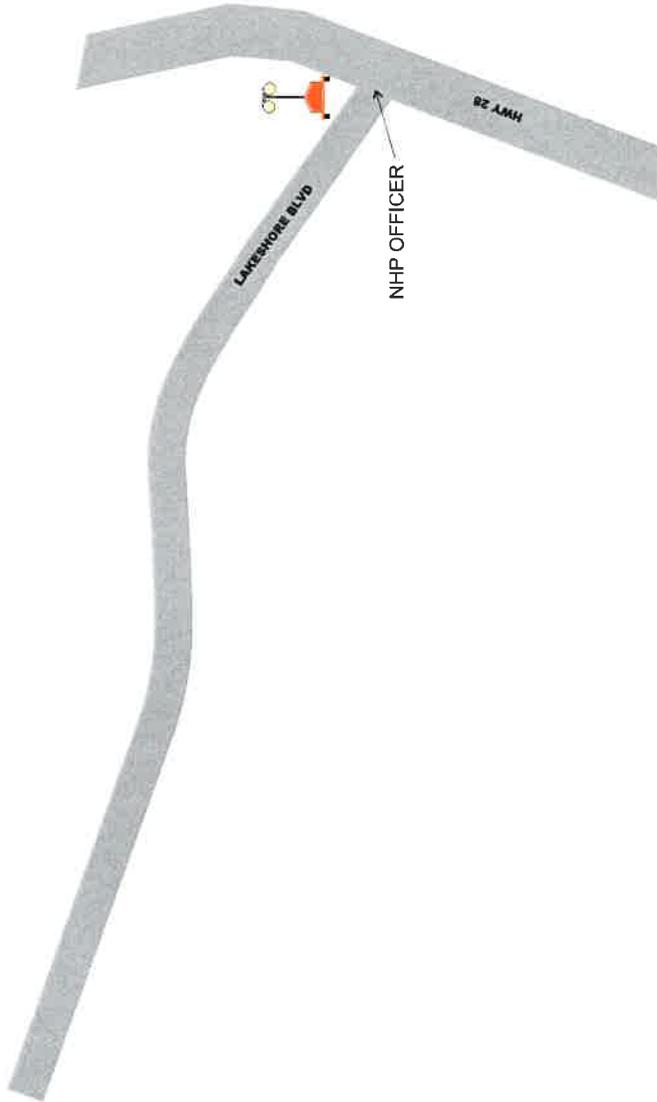
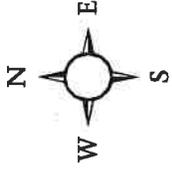
LEGEND
WORK ZONE
42" CONE
TRAFFIC DRUM
LIGHT TOWER
FLAGGER
HWY PATROL
CERT MEMBER



NOTES
ALL FLAGGERS MUST BE ATSSA CERTIFIED

NOTES
LIGHT TOWERS TO BE PLACED NEAR FLAGGERS DURING NIGHT HOURS

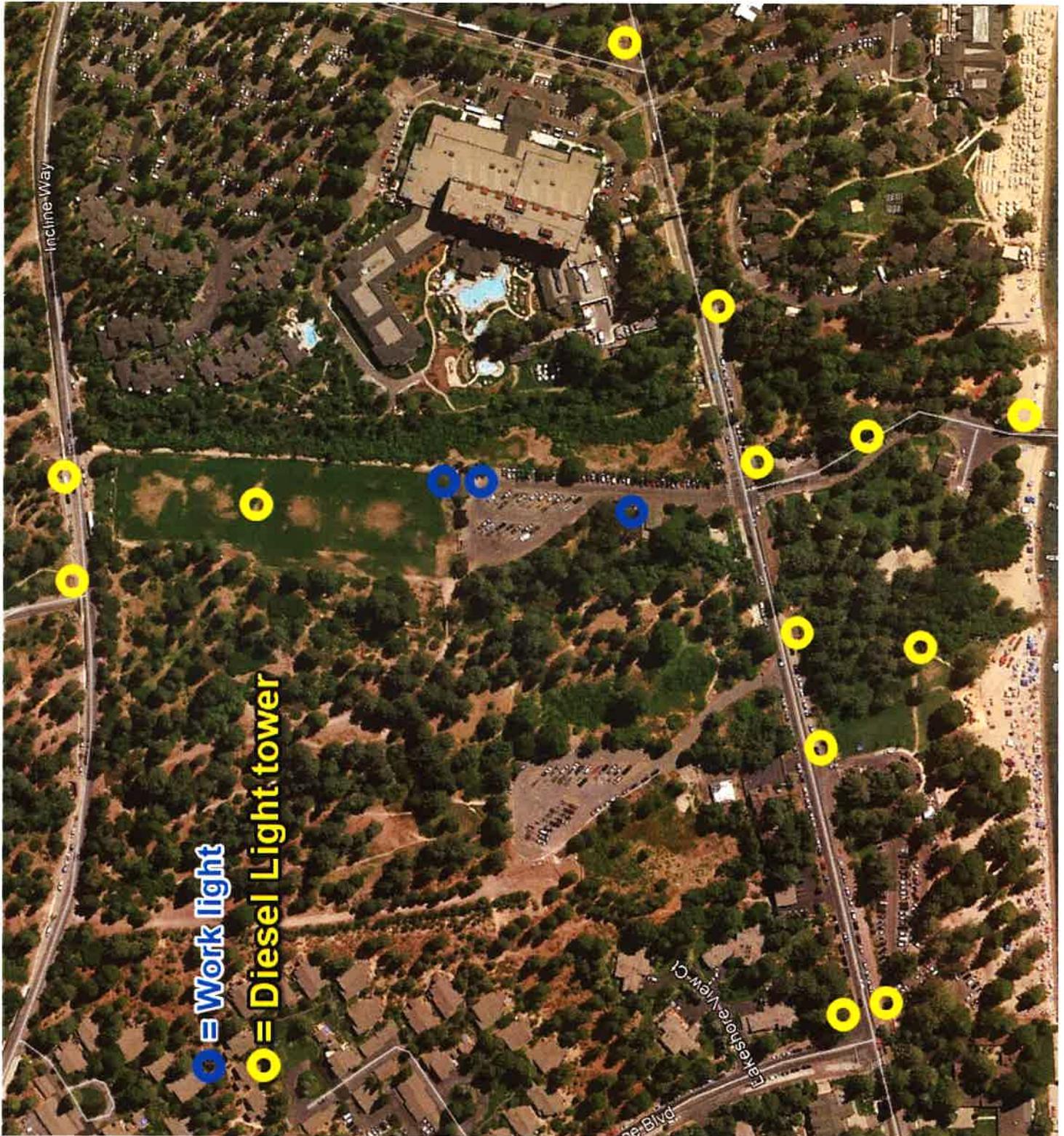
CONTRACTOR: IVGID
 JOB: INCLINE CRYSTAL BAY FIREWORKS
 ATSSA CERT: 151411
 DRAWN BY: BRETT DUBE
 SIGNATURE: 
 DATE: 4-12-19



CONTRACTOR: IVGID
JOB: INCLINE CRYSTAL BAY FIREWORKS
ATSSA CERT: 151411
DRAWN BY: BRET DUBE
SIGNATURE: 
DATE: 4-12-19



IUCBFC 2019 Firework Illumination Plan





2019

Shuttle and Parking Plan

2019 IVGID BEACH SHUTTLE

Free shuttle to IVGID Beaches with stops around Incline Village

July 4th: 10:30AM - 11:40PM

SHUTTLE STOPS & PICK-UP SCHEDULE

Times are approximate. Expect delays due to traffic.

★ Shuttle does not run 1:45-2:30pm

BIG WATER (EAST LOT):	10:30/11:10/11:50/12:30/1:10 ★ 2:30/3:10/3:50/4:30/5:10/5:50/6:30/7:10/7:50/8:30/9:10
INCLINE HIGH SCHOOL:	10:40/11:20/12:00/12:40/1:20 ★ 2:40/3:20/4:00/4:40/5:20/6:00/6:40/7:20/8:00/8:40/9:20
BURNT CEDAR BEACH:	10:50/11:30/12:10/12:50/1:30 ★ 2:50/3:30/4:10/4:50/5:30/6:10/6:50/7:30/8:10/8:50/9:30
INCLINE BEACH:	11:00/11:40/12:20/1:00/1:40 ★ 3:00/3:40/4:20/5:00/5:40/6:20/7:00/7:40/8:20/9:00/9:40
	(July 4th) Extended pick-ups at the beaches with drop-offs to all stops: 10:10/10:50/11:30
	(July 4th) Extended pick-ups at the beaches with drop-offs to all stops: 10:20/11:00/11:40

Access to all Incline Village Beaches is restricted to valid IVGID Beach Access Picture Pass/ Punch Card holders and their guests only



980 INCLINE WAY, INCLINE VILLAGE, NV
InclineRecreation.com • 775-832-1310





2019

Insurance Liability Policy



**COMMERCIAL GENERAL LIABILITY
QUOTE**

Date : 03/13/2019
Producer / MGA: 0798 - R.E. Chaix & Associates Insurance Brokers, Inc. , 3200 El Camino Real, Suite 290, Irvine, CA

Attention :

Applicant : incline Village Crystall Bay Fireworks
DBA :
Principal Address: 969 Tahoe Blvd, INCLINE VILLAGE, NV 89451, USA

Quote Number : QUT463969
Insurance Company : The Burlington Insurance Company
Proposed Policy Period : 03/11/2019 To 03/11/2020
Agency License # : 0726213 **SL Broker License # :**

PREMIUM SUMMARY

		TRIA Accept		TRIA Premium		TRIA Tax
General Liability Premium :	\$	3,192.00	TBD	\$	160.00	\$ 00.00
Advance Premium (for policy period) :	\$	3,192.00				
Total Including TRIA (If accepted) :	\$	3,352.00				

This Quote is valid for 30 days from the date of this quote or until the policy effective date, whichever occurs first.

THIS QUOTE IS SUBJECT TO THE FOLLOWING:

Subject To

- | Subject To | Due By |
|--|---------------|
| <input type="checkbox"/> Receipt of the completed Acord Application signed and dated by the insured | 04/10/2019 |
| <input type="checkbox"/> Receipt of the completed TRIA selection/rejection form signed and dated by the insured, Form C 09 18 (completed/signed to reflect insureds decision to elect or reject terrorism coverage). | 04/10/2019 |

COMMERCIAL GENERAL LIABILITY

LIMITS OF LIABILITY

General Aggregate	\$	2,000,000
Products Completed Ops Aggregate Limit	\$	2,000,000
Personal Advertising Injury	\$	1,000,000
Each Occurrence	\$	1,000,000
Damages to Premises Rented to You	\$	100,000
Medical Expense	\$	5,000
Deductible		None
Deductible Type/Deductible Basis		N/A

COMMERCIAL GENERAL LIABILITY CLASSIFICATIONS

Location1 - Building 1

969 Tahoe Blvd, INCLINE VILLAGE, NV 89451

Class	Description	State/Terr	Rate	Exposure	Basis	Limit	Premium	
42104	Fireworks (sponsors) 03/11/2019 to 03/26/2019	NV / 1		03	Each Activity Day		\$ 3,192.00	Prem/Ops
							\$	Products

GL Premium Subject to Minimum Premium \$ 3192.00

General Liability Premium Subject to Minimum Premium \$ 3192.00

Premium for Coverages in Addition to Minimum Premium \$ 0.00

Total General Liability Premium \$ 3,192.00

POLICY ENDORSEMENTS/EXCLUSIONS

IFG-I-0002	03 18	Policy Cover Page
IFG-I-0101	03 18	Common Policy Declarations
IFG-I-0150	03 03	Listing of Forms and Endorsements
IFG-I-0402	11 00	Service of Suit Amendment

GL ENDORSEMENTS/EXCLUSIONS

BG-G-004	03 17	Exclusion - Lead-Bearing Substance
BG-G-005	03 17	Exclusion - Punitive Damages
BG-G-007	03 17	Exclusion - Asbestos, Silica
BG-G-039a	03 17	Amendment Of Premium Conditions
BG-G-446-ST	03 17	Amendment - Section I Insuring Agreement
BG-I-015	03 17	25% Minimum Earned Premium
CG 00 01	04 13	General Liability Coverage Form
CG 21 47	12 07	Employment Practices Exclusion
CG 21 67	12 04	Fungi or Bacteria Exclusion
CG 24 26	04 13	Amend - Contract Definition
GSG-G-016	03 17	Excl-Aircraft Products & Grounding
IFG-G-0002-DL	05 03	Commercial General Liability Declarations
IFG-G-0086	03 17	Total Pollution Exclusion
IFG-G-0190	03 17	Amendment - Exclusion g.
IFG-G-0192	03 17	Personal And Advertising Injury Amended
IFG-G-0194	10 15	Excl-Confid Info & Comp Syst Liab
IFG-G-0197	05 15	Amendmt - Employer's Liability Excl
IL 00 17	11 98	Common Policy Conditions
IL 00 21	09 08	Nuclear Energy Liability Exclusion
IL 01 15	01 10	Nevada Changes - Domestic Partnership
IL P 001	01 04	OFAC - Notice to Policyholder

GL CLASS SPECIFIC ENDORSEMENTS/EXCLUSIONS

BG-G-074	12 11	Exclusions and Redefinition Described Hazards (Special Events Liability)
IFG-G-0051	03 17	Exclusion - Liquor Liability

OPTIONAL ENDORSEMENTS/EXCLUSIONS

BG-G-075	03 17	Exclusion - Unscheduled Events (Special Events Liability)
CG 21 32	05 09	Communicable Disease Exclusion

Special Disclosure on Terrorism To Applicant

Under the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA 2015 a/k/a TRIA) was enacted January 12, 2015. It reauthorizes TRIA to provide terrorism coverage through December 31, 2020. The applicant has the right to purchase Terrorism coverage under this agreement. The premium for Terrorism is flat, fully earned (not subject to mid-term adjustment unless the entire policy is cancelled).

Per Terrorism Risk Insurance Act of 2015 (TRIA), the United States Government will pay a share of losses caused by certified acts of terrorism. The federal share is 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurer.

THIS IS TO ADVISE THE APPLICANT THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Broker must have on file a properly executed Form C 09 18 "Policyholder Disclosure Notice of Terrorism Insurance Coverage" upon binding coverage.

Coverage is offered on a Non-Admitted Basis. The Policy is subject to the Surplus Lines Laws in your state. You should make every effort to comply with any special provisions and regulations of your State. You must add all applicable Taxes and Fees to the quoted premium. You are responsible for the collection and remittance of surplus lines taxes to be filed directly with the applicable state(s).

Cancellation provisions - per policy forms.

State amendatory endorsements, if applicable.

Coverage shall be subject to all terms and conditions of the policy to be issued which when issued will replace any and all of our quote(s) and/or binder(s) without any further notice.

***** NOTICE - AFFILIATE COMPANY TRANSFER *****

This notice provides information that applies to your policy renewal. This notice is to advise you that we are offering to renew this policy subject to the transfer of this policy from the First Financial Insurance Company to The Burlington Insurance Company. The Burlington Insurance Company is an affiliate of First Financial Insurance Company. No changes in the terms, conditions or provisions of this policy will result solely from the policy transfer to The Burlington Insurance Company. This policy is subject to the rates and rating plans of The Burlington Insurance Company.

Please read all terms and conditions shown above carefully as they may not conform to the specifications shown in your submission.

Transmittal Disclaimer

This fax or email message is strictly confidential and is intended solely for the person or organization to which it is addressed. It may contain privileged and confidential information and, if you are not the intended recipient, you must not copy or distribute it or take action in reliance on it. If you have received this message in error, please notify the sender as soon as possible.

THE BURLINGTON INSURANCE COMPANY



POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Insured:	incline Village Crystall Bay Fireworks	Policy No.:	QUT463969
Address:	969 Tahoe Blvd	Type of Policy:	COMMERCIAL GENERAL LIABILITY
City, State, Zip:	INCLINE VILLAGE, NV, 89451	Policy Term:	03/11/2019 - 03/11/2020

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: the term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Property: Terrorism coverage cannot be rejected under Standard Fire Policy statutes in AZ, CA, CT *, GA *, HI *, IL *, IA *, MA *, ME, MO, NJ *, NY *, NC *, OR, RI *, VA *, WA *, WV *, WI (*Not applicable to Inland Marine). If your policy provides commercial property insurance in these standard fire policy states, the premium we charge for property insurance includes the premium for the statutorily required terrorism coverage. Additional charges will be applicable for perils not statutorily required if you elect to purchase this terrorism coverage option (see amount below).

Acceptance or Rejection Of Terrorism Insurance Coverage: (check all applicable boxes)

You may accept or reject this offer of coverage. If you choose to accept this coverage, the premium for this coverage is payable according to the terms of policy. You may reject this offer by completing and signing this statement and returning it to us. If you send us a signed rejection of coverage, your policy will exclude coverage for certified terrorism losses.

The premium(s) shown below are subject to change. Refer to the binder or policy for final premium(s)

THE BURLINGTON INSURANCE COMPANY



The premium for terrorism coverage will be: Liability/Liquor Liability \$ 160.00

The premium for terrorism coverage will be: Excess Liability / Umbrella _____

The premium for terrorism coverage will be: Property _____ Inland Marine _____

The premium for terrorism coverage will be: Excess Property _____

The premium for terrorism coverage will be: Difference in Conditions _____

- I hereby elect to purchase terrorism coverage for Liability/Liquor Liability
- I hereby elect to purchase terrorism coverage for Excess Liability/Umbrella
- I hereby elect to purchase terrorism coverage for Property Inland Marine
- I hereby elect to purchase terrorism coverage for Excess Property
- I hereby elect to purchase terrorism coverage for Difference in Conditions

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism for Liability/Liquor Liability Excess Liability/Umbrella Property Excess Property Inland Marine Difference in Conditions

Policyholder/Applicant's Signature

Date

Print Name

RETURN THIS COMPLETED FORM TO YOUR INSURANCE AGENT



2019

Crane Contract



Operated and Maintained Crane Quote – Sparks, Nevada

2251 Larkin Circle
Sparks, Nevada 89431

Proposal #	AS22819
Job Name	Incline Village Crystal Bay 4 th of July Fireworks
Date	6/27/2019 and 7/8/2019

Proposal To; Company and Contact Information:

Project with Site Address:

Blane Johnson and Andy Chapman Incline Community Business Association 969 Tahoe Blvd. Incline Village, NV 89451 (775) 832-1612 andy@gotahoe.com	Tunnel Creek Rd. And Incline Beach Incline Village, NV 89451
---	--

We are furnishing this information in response to your request. The information is for general use and planning purposes and is not a contract. Specific equipment and services are subject to availability at the time of confirmed dispatch and our performance will be pursuant to our standard daily work report tags. This estimate is based on our standard quote terms and conditions attached on the following pages and will expire 30 days from quote date.

Customer must inform Bragg Crane Service prior to start of job if job is Prevailing Wage, Customer Contract, OCIP or CCIP.

Prevailing Wage Customer Contract Additionally Insured OCIP/CCIP

Blane Johnson/ Andy Chapman,

Bragg Crane Service is pleased to submit this proposal to provide crane services at your storage lot off Tunnel Creek Rd. In Incline Village Nevada on Thursday June 27th 2019 to unstack and load barges, the heaviest weight not to exceed 30,000lbs onto your waiting trailers, then offload into the water at the Incline Beach boat launch,

Then on Monday July 8th re-stack your 4 barges onto your waiting trailers at Incline Beach then restack at the storage facility off Tunnel Creek Road.

BC&R is required to verify qualified rigger and signalpersons' documentation!

- Information for this proposal was provided per: **Customer / Job Walk.**
- UP—5', 40' Radius, Weight **NOT TO EXCEED 30,000 lbs.**
- Estimate **does** include rigger.
- Estimated start date/duration: **Thursday June 27th and Monday July 8th On site at 7:00a.m.**
- Estimated for a Weekday.
- Estimated work time is **10 hours** each day including travel time.
- **6%** fuel surcharge will be added to base pricing.
- **Estimated cost per day will be approximately \$6,500 but billing will be generated on actual time worked.**
- Payment will be needed before we can dispatch any equipment.
- Over-sized load permits and Pilot car to be provided by others.

- Crane will be billed at the following rates:

	<u>90 ton (2man crew + Rigger)</u>
Mobilization in:	\$1250.00
Crane rate per hour:	\$ 380.00
Rigger Rate per hour:	\$125.00
Overtime rate, per man per hour:	\$ 45.00 (after 8 Hours)
Double time rate, per man per hour:	\$ 90.00 (after 12 Hours)
Mobilization out:	\$1250.00

Bragg Crane Service appreciates your attention to this proposal and we are confident that you will be pleased with the professionalism and safety of our personnel. We look forward to partnering with you on this job. If questions arise Please feel free to call me at any time.

Respectfully,

Adam Serrao *Crane & Rigging Sales*



office: 775 359 2900 | mobile: 775 690 1192

fax: 775 359 1053 | web: www.braggcraneservice.com

Safety, Integrity, Quality, Superior Service

Please review the Clarifications section of our proposal and if it is acceptable to you, sign and return this proposal as authorization to proceed with the work.

Signature is required before any Equipment or Labor is dispatched.

Authorized Signature and Printed Name

Date:

P.O. #:



BRAGG CRANE SERVICE

ESTIMATED RATES ARE BASED ON THE FOLLOWING CLARIFICATIONS:

- Our estimate is in accordance with the terms and conditions of the Bragg Crane Service daily work reporting agreement. Our estimate is based on this submittal and all terms & clarifications page.
- The acceptance of this quotation is based on acknowledgment of Bragg Crane's standard contract terms and conditions and standard estimate terms & conditions.
- Access: Contractor/Owner will provide access for equipment and a safe place to work which complies with all Federal OSHA and Local OSHA regulations. Firm, level, all weather roadways, access roads and ramps, and work areas will be provided for cranes and transporting equipment.
- Additional charges will apply for job site delays; congestion, insufficient mobilization area, or unsatisfactory free, clear and safe access.
- All cranes and equipment are quoted portal-to-portal from yard that they travel out of, unless otherwise noted.
- A four-hour minimum applies to daily rentals; an eight-hour minimum applies to ongoing projects.
- All equipment is subject to availability at the time of dispatch. Equipment & Labor schedule changes are subject to availability, price increases, and standby charges. Bragg will not be held responsible for any delays or lost time due to mechanical breakdown or any situation out of the direct control of Bragg.
- Unless specifically noted, cranes will be erected and dismantled during straight time hours in a continuous operation by Operating Engineers. Should another craft be required for the buildup per customer or union agreement, the additional personnel will be furnished by the customer at no cost to BRAGG.
- Labor minimums, subsistence, crew travel and overtime will be billed pursuant to the controlling union contract unless otherwise specified.
- All work will be performed in accordance with Operating Engineers Local #3 agreement.
 - Straight time hours are between 5:00AM and 6:00PM, M-F.
 - Overtime will be billed for hours over 8/day, between 6:00PM and 5:00AM, and Saturday.
 - Double time applies when working with double-time crafts, over 12 on weekdays, over 8 on Saturday and all day Sunday and Holidays. Holidays, including union holidays are an 8 hour minimum.
 - If Operating Engineers are working with a craft with more favorable overtime or work rules, the better will apply.
 - Subsistence: 55-80 miles from Bragg yard, \$50.00 per man per day; over 80 miles, \$50.00 per man per day plus cost of lodging. Supplemental travel subsistence may also apply when over 80 miles. Weekends and/or job lay-over's are subject to subsistence and lodging at customer responsibility.
- The contractor will furnish qualified signalmen and riggers, whom are in compliance with current Federal & Local OSHA standards, for directing crane operations and rigging applications. In the event Bragg provides rigging, equipment, and/or material without a rigger, customer will inspect and accept the rigging prior to start of work and will accept full responsibility for its quality and intended use. Size and capability of rigging used for work performed is at the sole discretion of the Contractor. Damaged rigging will go to the customers account.
- All site-specific testing or training required of Bragg employees will be invoiced at the applicable rates.
- All personnel, permits and/or equipment required for street use or traffic control will be furnished by contractor unless otherwise noted.
- All testing and certification of any slings, shackles, or spreader bars will be the responsibility of the contractor.
- All materials handled must be non toxic and non-hazmat.
- Bragg is not responsible for the structural integrity of any unit being lifted or lifting devices provided by others. Bragg will assume no liability or responsibility for the adequacy of the design or the strength of any lifting lug embedded or attached to any object, whether

concrete, steel, or other, to which Bragg attaches for handling or holding, whether or not it is furnished by Contractor/Owner, manufacturers, or others.

- Bragg is not responsible for the removal, dismantle, or disposal of any crating or packing material included with any equipment unless otherwise noted.
- If mats, steel plates, or plywood are required to level or support the crane per the manufacturer's specifications or to protect site areas, these items are available at additional expense. Bragg assumes no responsibility for site preparation and/or site damage. Bragg will take limited precautions but will not be responsible for any damage to underground utilities, curbs, gutters, concrete slabs, sidewalks, pavement, trees or shrubs. Any damage to tires or wheels due to jobsite conditions will be the responsibility of the Contractor. Others are to provide and maintain a clear, firm site with backfill in place and leveled to approximate grade suitable for operation of the equipment.
- Bragg will provide standard insurance in the amount of \$1 million each for Workers Compensation, General Liability and Automotive. Higher limits, endorsements and additionally insured certificates are available at additional cost of 8% of invoice value. Bonding will be invoiced at cost plus 10% for administrative processing. Additionally insured certificates cannot be issued after a job has been completed by us.
- No taxes will be applied to invoice as Bragg has already paid all taxes on the equipment.
- All billing is subject to a 6% fuel /insurance surcharge.
- Quote is valid for 30 days, subject to equipment availability at the time of order. Payment terms net 30 days from invoice date.

OSHA[®] FactSheet

Subpart CC – Cranes and Derricks in Construction: Signal Person Qualification

This fact sheet describes the signal person qualification requirements of subpart CC – Cranes and Derricks in Construction, as specified in 29 CFR 1926.1419 and 1926.1428. Other requirements related to signal persons can be found at 29 CFR 1926.1404, 1926.1430, 1926.1431, and 1926.1441. These provisions are effective November 8, 2010.

When is a signal person required?

A signal person is required when:

- The point of operation is not in full view of the operator (1926.1419(a)).
- The operator's view is obstructed in the direction the equipment is traveling.
- Either the operator or the person handling the load determines that a signal person is needed because of site-specific safety concerns.

What does a signal person need to know?

The signal person is considered qualified if he or she:

- Knows and understands the type of signals used at the worksite.
- Is competent in using these signals.
- Understands the operations and limitations of the equipment, including the crane dynamics involved in swinging, raising, lowering and stopping loads and in boom deflection from hoisting loads.
- Knows and understands the relevant signal person qualification requirements specified in subpart CC (1926.1419-1926.1422; 1926.1428).
- Passes an oral or written test and a practical test.

How does a signal person become qualified?

Employers must use one of the following options to ensure that a signal person is qualified (see 1926.1428).

1. *Third party qualified evaluator.* The signal person has documentation from a third party qualified evaluator showing that he or she meets the qualification requirements.
2. *Employer's qualified evaluator* (not a third party). The *employer's qualified evaluator* assesses the individual, determines the individual meets the qualification requirements, and provides documentation of that determination. This assessment may not be relied on by other employers.

Refer to 1926.1401 for definitions of qualified evaluators.

How will an employer show that a signal person is appropriately qualified?

Employers must make the documentation of the signal person's qualifications available at the worksite, either in paper form or electronically. The documentation must specify each type of signaling (e.g., hand signals, radio signals, etc.) for which the signal person is qualified under the requirements of the standard.

When are signal persons required to be qualified?

The qualification requirements for signal persons go into effect on November 8, 2010.

This is one in a series of informational fact sheets highlighting OSHA programs, policies or standards. It does not impose any new compliance requirements. For a comprehensive list of compliance requirements of OSHA standards or regulations, refer to Title 29 of the Code of Federal Regulations. This information will be made available to sensory impaired individuals upon request. The voice phone is (202) 693-1999; teletypewriter (TTY) number: (877) 889-5627.

For more complete information:



U.S. Department of Labor

www.osha.gov

(800) 321-OSHA

DOC 10/2010

OSHA[®] FactSheet

Subpart CC – Cranes and Derricks in Construction: Qualified Rigger

This fact sheet describes the qualified rigger requirements of subpart CC – Cranes and Derricks in Construction, as specified in 29 CFR 1926.1401, 1926.1404, and 1926.1425. These provisions are effective November 8, 2010.

When is a *qualified rigger* required?

Employers must use *qualified riggers* during hoisting activities for assembly and disassembly work (1926.1404(r)(1)). Additionally, *qualified riggers* are required whenever workers are within the fall zone and hooking, unhooking, or guiding a load, or doing the initial connection of a load to a component or structure (1926.1425(c)).

Who can be a *qualified rigger*?

A *qualified rigger* is a rigger who meets the criteria for a qualified person. Employers must determine whether a person is qualified to perform specific rigging tasks. Each *qualified rigger* may have different credentials or experience. A *qualified rigger* is a person that:

- possesses a recognized degree, certificate, or professional standing, or
- has extensive knowledge, training, and experience, and
- can successfully demonstrate the ability to solve problems related to rigging loads.

The person designated as the *qualified rigger* must have the ability to properly rig the load for a particular job. It does not mean that a rigger must be qualified to do every type of rigging job.

Each load that requires rigging has unique properties that can range from the simple to the complex. For example, a rigger may have extensive experience in rigging structural

components and other equipment to support specific construction activities. Such experience may have been gained over many years.

However, this experience does not automatically qualify the rigger to rig unstable, unusually heavy, or eccentric loads that may require a tandem lift, multiple-lifts, or use of custom rigging equipment. In essence, employers must make sure the person can do the rigging work needed for the exact types of loads and lifts for a particular job with the equipment and rigging that will be used for that job.

Do *qualified riggers* have to be trained or certified by an accredited organization or assessed by a third party?

No. Riggers do not have to be certified by an accredited organization or assessed by a third party. Employers may choose to use a third party entity to assess the qualifications of the rigger candidate, but they are not required to do so.

Does a certified operator also meet the requirements of a *qualified rigger*?

A certified operator does not necessarily meet the requirements of a *qualified rigger*. Determining whether a person is a *qualified rigger* is based on the nature of the load, lift, and equipment used to hoist that load plus that person's knowledge and experience. A certified/qualified operator may meet the requirements of a *qualified rigger*, depending on the operator's knowledge and experience with rigging.

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U.S. Department of Labor

www.osha.gov

(800) 321-OSHA

DOC 10/2010



2019

Transportation Contract

Andy Chapman

From: Rich Casci <rich@srtntv.com>
Sent: Monday, April 15, 2019 9:53 AM
To: Andy Chapman; Kelli Desmond
Cc: blane@inclineattahoe.com; Winquest, Indra S.; Jeff Devere
Subject: RE: Incline Village Crystal Bay July 4th Fireworks

Hello Andy

Yes we can assist in moving these barges for your company. We will handle all pilot cars and permits as needed. We charged the following rates;

Trucking \$145 per hour portal to portal (our yard is in sparks)
Pilot cars \$66 per hour portal to portal (they come from reno)

*We are not working on Friday July 5th but we would be available for Monday July 8th.

*Please let us know if you would like to move forward.

Thanks

Rich Casci
Sierra Rental and Transport
1305 Kleppe Ln.
Sparks, NV 89431-6425
PH: 775-358-7344
Fax: 775-358-7341
Web: www.srtntv.com



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Facebook and YouTube icons are visible in the bottom right corner of the advertisement.



2019

Marine Services Contract



High Sierra Marine
PO Box 70
Tahoe City, CA 96145
(530) 581-2628

Estimate

Date	Estimate #
4/9/2019	5963

JOB INFORMATION

Incline Village Visitors Bureau

Description	Qty	Cost	Total
7/1/19: Locate East barge mooring & bring to surface. Inspect mooring down to anchor blocks. Position barge sections at ramp & connect together. Tow barge out from ramp & secure to East mooring. Hours of Barge Service with Crew of 2	4	350.00	1,400.00
7/2/19: Disconnect barge from East mooring & bring into ramp for loading. Tow loaded barge back out & secure to East mooring. Hours of Barge Service with Crew of 2	2	350.00	700.00
7/5/19: Disconnect barge from East mooring & bring into ramp for unloading & removal from lake. Deactivate East barge mooring. Hours of Barge Service with Crew of 2	2	350.00	700.00
This is a good-faith estimate based on expected time & materials. Actual charges may be more or less.	Subtotal		\$2,800.00
	Sales Tax (7.25%)		\$0.00
	Total		\$2,800.00



2019

Towing Services Contract

Alpine Towing
920 Incline Way Ste E
Incline Village NV 89451
775-833-9777

4/4/2019

To Whom It May Concern,

As owner of Alpine Towing, I have an agreement with IVGID Parks & Recreation Director, Indra Winquest, to be on standby during July 4, 2019.

Our towing service will provide immediate attention to any illegal parking issues for the duration.

Boyd Golden

CA 248912 · CPCN 7070 · USDOT 641224



2019

Water Clean Up

Andy Chapman

From: stevenlee775@gmail.com
Sent: Wednesday, March 27, 2019 12:45 PM
To: Andy Chapman
Subject: Fireworks cleanup 2019

Incline Village 2019 Fireworks cleanup

Invoice:

Surface skimming

(after display and following morning)

underwater cleanup.(July 5)

Surface Skimming- \$1000

Underwater Cleanup- \$2000

Total **\$3000**

Payment required prior to July 4th 2019

Thank you,
Steve Eikam

818 Overview ct
Carson City NV 89705

Sent from my iPhone