

April 22, 2024

To: Washoe County Special Event Permit Office,

The new Red White and Tahoe Blue II organization is pleased to submit the attached permit application for our 2024 4th of July Fireworks Celebration.

The RWTB II organization is a small group of volunteers hoping to bring the community together by celebrating our country's founding with a high quality and safe & environment friendly fireworks performance for the residents of Incline Village and Crystal Bay.

We appreciate the support we have received from Washoe County Staff in preparing this application and look forward to working with the Board of Commissioners on this important event.

Regards,

Phil Klein

RWTB II Volunteer



Community Event Application

OUTDOOR COMMUNITY EVENT LICENSE APPLICATION

1001 EAST 9TH STREET, BUILDING A RENO, NEVADA 89512

(775) 328-3733 www.washoecounty.us

OUTDOOR COMMUNITY EVENT LICENSE GENERAL PROCEDURES

Definition:

"Outdoor community event" means an assembly of more than 100 and less than 1,000 persons on any one 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.

- APPLICATION. Complete the form in ink. This application is for events with attendance over 100 and less than 1,000 persons on any one day the event. There is a \$50.00 nonrefundable application fee. Applications will be returned if the application fee is not included. Three paper copies of the application and one electronic pdf file (memory stick or DVD) must be turned in at least <u>90 days</u> 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/PERMIT REQUIREMENTS.** An outdoor community event license is required on any 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. 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. There are special application processes, depending on the size of the event:
 - a. Events with between 100 and 299 people on any one day of the event. These events require an outdoor community event license only. The Director of the Planning and Development Division shall approve, approve with conditions, or deny the license.
 - b. Events with between 300 and 999 people on any one day of the event. These events shall obtain <u>both</u> an outdoor community event license and an administrative permit. This application shall suffice for the outdoor community event license application and the administrative permit application. No additional fees are required for filing the administrative permit application. The Board of Adjustment shall approve, approve with conditions, or deny the license and permit.
- 4. **FEES.** The license fee for an outdoor community event 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	\$ 300
5-9 booths	\$ 50	60-69 booths	\$ 350
10-19 booths	\$ 100	70-79 booths	\$ 400
20-29 booths	\$ 150	80-89 booths	\$ 450
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

- 5. **INVESTIGATION.** The sheriff's office shall conduct a criminal history background check 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.
- 6. **CONDITIONS.** All conditions imposed by the Director or the Board of Adjustment for the outdoor community event license and/or the administrative permit must be met before the license will be issued.
- 7. **APPROVALS.** The application will be reviewed by the appropriate agencies. The application will be approved by the Director of the Planning and Development Division or the Board of Adjustment.
- 8. **ISSUANCE OF LICENSE.** The outdoor community event license will be issued after all fees have been paid and all necessary approvals have been received. The event 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 COMMUNITY EVENT LICENSE/PERMIT

Materials required for submittal

	Fees -	check(s) made payable to "Washoe County"
	Applic	ation fee
		\$50 non-refundable application fee
	Daily f	ee(s)
	<u> </u>	\$350 daily fee plus appropriate booth fees
	Carniv	al, circus or tent show fees
		\$300 daily fee (maximum of \$4200) plus appropriate booth fees
		packets and one electronic pdf file (memory stick or DVD). Each packet shall include the eted application and event plan. The event plan must include:
		Site plan showing the arrangement of all facilities; including ingress, egress, parking and camping; and,
	Detaile	d explanations for:
	X	Security and fire protection
	X	Water supply and facilities
	X	Sanitation facilities
	X	Medical facilities and services
	X	Vehicle parking spaces
	X	Vehicle access and on-site traffic control
	NA	Communication system
	X	Illuminating the premises (if applicable)
	NA_	Camping (if applicable)
	<u> </u>	Cleanup and rubbish removal plan and cost estimates to return the event site to its pre- event condition
<i>X</i>	Certifie	ed copies of articles of incorporation filed in Nevada (if applicable)
NA	Сорус	of partnership papers (if applicable)
X		Information and copy of insurance policy specific to event (copy must be furnished prior ssuance of the license)

Submission Materials (continued)

X	Property ownership affidavit and permission to conduct event signed by each property owner(s) and notarized (separate form for each property owner)
X	Vendor list
X	Statement of Assets
X	Statement of Liabilities
X	Personal history of all applicants (to include corporate officers and partners)
X	Names and addresses of any person contributing, investing or having an expected financial interest greater than \$500 in producing the event
X	Names and addresses of any person expected to provide, for consideration, services or
X	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

OUTDOOR COMMUNITY EVENT APPLICATION

(Requires a non-refundable \$50 application fee)

	(- 4	Appl	cation date:	,	April 22, 2	2024	
		Applicant Informa					
Applicant's name:	Dod White O Tabas D						
	PO Box 4439	Incline Vill	age, NV 89	450			
	Street or PO Box	City			State	Zip code	
Phone:	(Business)		(Home	:)			_(Cell)
	s, to include corporate officers			_			
Is the applicant a(n):	•	☐ Partne	rship	☐ Indiv	/idual		
Name	partnership, list corporate offic م	cers or partners:			Title		
Name		audi 635			Title		
		Event Informati	on				
Name of Event:	ncline Village Fourth of July	/ Fireworks Cele	ebration				
Date(s) of Event:	July 4, 2024	Hours of o	peration:	8:30 -	10:30 PM		
	Fireworks will be launched			lake app	proximately i	in front of	Incline Beach
Assessor Parcel Nur	407.000 /				•		
	Community fireworks ce	lebration for res	idents of Inc	cline Vill	lage		
Description of Event.	. <u> </u>						
Name of the design applicant:	ated event representative what is a subject of the state		during the e	event and	d who has a	uthority to	bind the
Will an admission fee	e be charged for your event?		Yes	X No			
If yes, amou	nt and type of fee(s):						
-		☐ Pre-sales	☐ At e	entrance			
	r of participants and other per	sons: Up to					
	r of customers and spectators		6,000	_			
	um number of persons on any	· 	111	_ to 6,000			
Will food and/or beve	,		No			<u> </u>	
	beverage vendors must have		-	ntv Health	n District perm	nits)	
Will alcoholic bevera	_	X No	2.2	.,	= po///	,	
	ng liquor vendors must be ind		with Washoe	County	Business Lice	ense)	
Will there be live mu	_	☑ No		,		,	
TTILL DO IIVO IIIU	GIO	140					

OUTDOOR COMMUNITY EVENT LICENSE

Insurer Information

(see Insurance, Hold Harmless & Indemnification Requirements)

NBP1570502

United State Liability Insurance Agency LLC

Name of Insurer:	Police	y number:	1570502
Attach copy of insurance policy specific to event (r	·		he license)
Address of Insurer: 1544 US Hwy 395 Suite 5 Ga	ardnerville, NV 89	410	
Street	City	State	Zip code
Limits of liability: \$2,000,000			
HISTORY OF	SIMILAR EVEN	тѕ	
(attach addition	nal sheets if needed)	
Describe the history of all similar events conducted, opera names, types, dates, locations, permits or licenses issued.		he applicant. Include,	at a minimum, enent
ilar firework shows were put on in the same location b		r many vears. A few	of the people involved
staging those events are involved in this lates effort -	· · · · · · · · · · · · · · · · · · ·		
			_
-			
	n dor List nal sheets if needed)	
Name of Vendor	Т	ype of service or produ	uct
Lantis Productions Inc		Fireworks Show	
Tahoe Marine & Excavating		Barge Provider	
High Sierra Marine		Marine Tow Service	
-			

OUTDOOR COMMUNITY EVENT AFFIDAVIT OF PROPERTY OWNERSHIP and/or PERMISSION TO CONDUCT EVENT

STATE OF NEVAL	,		
COUNTY OF WAS) ss: SHOE)		
I, I am an owner* of	property involved in this outdo	being duly swo	orn, depose, and say that reby:
		appropriate box)	
	t I am an applicant for the be or properties on which the eve	elow named proposed outdoor continuity	ommunity event and also
		OR	
	•	licants for the below named prop perty or properties which I own:	osed outdoor community
Assessor Parcel N	umber(s):		
Proposed Outdoor	Community Event:		
		Signed	
Subscribed and sw	vorn to before me this	day of	, 20
Notary Public in ar	nd for said county and state		
My commission ex	xpires:		
*Owner refers to th	ne following. Please mark the	appropriate box.	
CORPORA POWER C AGENT (N	IOINT OWNER ATE OFFICER/PARTNER OF ATTORNEY (Provide copy Notarized letter from property of	owner giving legal authority to ag	ent)

OUTDOOR COMMUNITY EVENT 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
Kern Schumacher - Incline Village, NV	
Yanich & Julie Clark - Incline Village, NV	
Maryann San Giacomo - Incline Village, NV	
Ron Mo Ashley - Incline Village, NV	
Mike Kim Tesman - Incline Village, NV	
Denise Ashman - Incline Village, NV	
Jim Coover - Incline Village, NV	
Tim Racich - Incline Village, NV	
Scott McNeely - Incline Village, NV	
Tomkovicz Family - Incline Village, NV	

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
IVGID - 893 Southwood Blvd Incline Villag	ge, NV 89451
NLTFPD - 75 Tanager Street Incline Villag	ge, NV 89451

OUTDOOR COMMUNITY EVENT 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 community event license. In consideration of the assurance by the 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 criminal history background, 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 Sheriff's Office, Washoe County Commission, 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 community event 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, have read this release and understand all its terms; I execute it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, I have executed this release at			on the	
day of		20		
Jeff Corman				
Printed name of applicant		Signature of applicant		
Subscribed and sworn to before me this	_ day of		, 20	
Notary Public in and for said county and state	-			
My commission expires:	_			

OUTDOOR COMMUNITY EVENT INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION & HOLD HARMLESS

As respects acts, errors or omissions relating to the event, APPLICANT agrees to indemnify and hold harmless 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 COUNTY and assume all costs, expenses and liabilities of any nature to which 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 APPLICANT or its agents concerning the event.

INSURANCE REQUIREMENTS

COUNTY requires that 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 APPLICANT, its agents, representatives, or employees. The cost of all such insurance shall be borne by 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. 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 COUNTY with a certificate of insurance that identifies 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 community business license application, but must be furnished prior to the issuance of the license.

	gree to the all of the provisions stated above: ine Village Fourth of July Fireworks Celebration	July 4, 2024
	Name of Event	Date(s) of Event
	Jeff Corman	Jeff Cerman
	Applicant's name (printed)	Applicant's signature
Date:	April 22, 2024	

OUTDOOR COMMUNITY EVENT (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 community event" 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 community event" 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 community event.
- 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 community event.
- 4. "Tent show" means a traveling business providing music, lectures, or entertainment in a tent, and is a type of outdoor festival or outdoor community event.
- [§4, Ord. No. 1099; A. Ord. No. 1138]
- 25.265 <u>License required for certain outdoor events.</u> 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 community event. 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 <u>License valid for one event only.</u> 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 <u>Applicability.</u> 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 <u>Unlawful acts.</u> 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 <u>Outdoor community events; license required; application; fees; approval or denial; revocation; unlawful acts.</u>

- 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 community event.
- 2. No outdoor community event shall be held or conducted unless the sponsor has first obtained a business license pursuant to this section. An outdoor community event 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 community event 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 community event.

[§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 <u>Event plans</u>. 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, wants 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]

[§12, 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.
- 25.281 <u>Grounds for denial.</u> 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 <u>Issuance of license, posting, fee.</u>

- 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 were 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 <u>Revocation of license</u>: <u>Cause</u>. 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 community event 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 <u>Licensing conditions</u>: <u>Police protection</u>. 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 <u>Licensing conditions: Hours of operation.</u> 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 <u>Licensing conditions</u>: 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

<u>Section 110.310.15</u> 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) <u>Circuses, Carnivals and Other Outdoor Entertainment Events.</u> 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.



Release of Claims

OUTDOOR COMMUNITY EVENT 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 community event license. In consideration of the assurance by the 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 criminal history background, 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 Sheriff's Office, Washoe County Commission, 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 community event 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, have read this release and understand knowledge of its significance.	all its terms; I execute it voluntarily and with full
IN WITNESS WHEREOF, I have executed this release at	Incline Mage Navada , 20 2 f
Jeff Corman Printed name of applicant	Signature of applicant
	v Signature of applicant
STATE OF NEVADA COUNTY OF WASHOE	
Subscribed and sworn to before me this	day of APPIL , 2011
M/Muera	STEVIE HERRERA Notary Public - State of Nevada
Notary Public in and for said county and state	Appointment Recorded in Washoe County No: 09-11164-2 - Expires October 12, 2025
My commission expires: 10 (2)2025	_



Fireworks Contract, Insurance, Contacts & Safety Gear

Show Name Red, White & Tahoe Blue

Display 24079

the paragraph above. If the Display is rescheduled beyond ten (10) calendar days from the original Display Date, this Contract shall be subject to renegotiation between LANTIS and CLIENT.

CLIENT agrees to provide and furnish a suitable location to set up the Display. LANTIS, on behalf of CLIENT, will secure all required state and/or local fireworks permits. Any required marine permits will be obtained by LANTIS on behalf of CLIENT. CLIENT shall obtain any required event permits and shall arrange any security bonds as required by law in CLIENT'S Jurisdiction when necessary. CLIENT agrees to furnish necessary and adequate police and/or private security, fire and other necessary protection for proper crowd control, auto parking control, and proper security around the designated safety area during the set-up, firing, and a minimum of thirty minutes following Display completion.

LANTIS may cancel and/or reschedule the show if any required state, marine, and/or local fireworks permits cannot be obtained before the scheduled Display Date. Should the Display be canceled or delayed through the negligence or inaction of LANTIS, Client shall be entitled to a refund of all fees paid up to the date when the cancellation or delay first occurs.

LANTIS warrants that it will perform the services as set forth in this Agreement in a professional manner and that the Display will be overseen by a Lantis Pyrotechnician of sufficient skill and experience. The Display will be in accordance with all applicable laws and regulations.

Any vehicles or personal property located within the designated safety area shall be removed at CLIENT'S Expense. Any damage to vehicles and/or personal property left remaining in the designated safety area during the Display shall be the sole responsibility of CLIENT.

CLIENT hereby acknowledges and agrees that the LANTIS Pyrotechnician, the CLIENT, or any authority ("Authority") having jurisdiction as defined by the Utah State Department of Public Safety, shall have the right to delay the start of or terminate the firing of the Display if in any one of these individuals' reasonable judgment, unsafe conditions exist as detailed in the LANTIS Safety Procedures Manual, NFPA 1123 Guidelines, or other applicable local law or regulation.

LANTIS shall provide insurance coverage for the following amounts and specified risks only:

Bodily Injury and Property Damage, including Product Liability of \$2,000,000.00

Under the provisions of our insurance coverage, this protection shall be extended to the CLIENT and additional insured only upon receipt by LANTIS of a properly executed original copy of this Contract.

LANTIS shall indemnify or hold Red, White & Tahoe Blue II, Inc and its subsidiaries, affiliates, employees, guests, and contractors (collectively, the "Indemnified Parties") harmless from Claims and Losses arising out of or related to LANTIS' operation of the Display Show. Nothing in this paragraph shall be construed to indemnify Red, White & Tahoe Blue II, Inc to the extent such Claims and Losses result from the negligence or misconduct of the Indemnified Parties themselves.

Show Name Red, White & Tahoe Blue

Display 24079

It is agreed that this Contract shall be governed by the laws of the State of Utah. Should any legal action be brought to enforce or interpret the terms or provisions of this Contract, any court of competent jurisdiction in the State of Utah shall be a proper venue for such action.

Interest at 2% per month (AN ANNUAL PERCENTAGE RATE OF TWENTY FOUR PERCENT PER ANNUM A.P.R. 24%) will be charged on all accounts past due account. If any legal action is brought to enforce or interpret the terms or provision of this Contact, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief they may be entitled to.

It is further agreed that nothing in this Contract shall be construed as forming a partnership, the parties hereto being severally responsible for their own separate debts and obligations, and neither party shall be held responsible for any agreement not stated in this Contract. The parties hereto do mutually and severally guarantee the terms, conditions and payments of this Contract and these articles shall be binding on the parties themselves and on their heirs, executors, administrators, successors and assigns. CLIENT further warrants that the signature affixed hereto on their behalf is properly authorized to execute such documents and incur such obligations on behalf of the CLIENT. CLIENT further agrees that none of the provisions of this contract may be changed or modified in any way without the express written permission of LANTIS.

Additional Provisions:

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized agents, have set their duly authorized signatures and dates indicated below.

LANTIS

Execu	ted on behalf of L	ANTIS PRODUCTIONS INC.
By: <u></u>	2 CC	
Title:	Kenneth L. Lanti	s, President
CLIE	NT	
Execu	ted on behalf of	Red, White & Tahoe Blue II, Inc
By:	AM BÛ	
Title:	Pres	ident
Date:_	March	16, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 have ADDITIONAL INSURED provisions or 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).

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						AUTHORIZED REPRESENTATIVE					

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"

This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) is an additional insured pursuant to Section III. e), but only as respects the specific Display or Special Effects listed on the attached Certificate of Insurance:

Name of Person or Organization (Additional Insured):

Any coverage afforded to any above person or entity as an Additional Insured shall apply only with respect to **Bodily Injury** or **Property Damage** directly resulting from (1) the **Named Insured's** ongoing operations performed for such specific person and entity; or (2) acts or omissions of the Additional Insured in connection with their general supervisions of the **Named Insured's** ongoing operations. Coverage for such person or entity as an Additional Insured does not apply to:

- (i) **Personal Injury** and **Advertising Injury** Liability;
- (ii) Fire Legal Liability;
- (iii) Employee Benefits Liability;
- (iv) **Bodily Injury** or **Property Damage** which the person or entity is obligated to pay as damages by reason of the assumption of liability under a contract or agreement but this shall not apply to liability for damages the person or entity would have in the absence of the contract or agreement;
- (v) **Property Damage** to: (1) property owned, used or occupied by or rented to such person or entity; (2) property in the care custody, or control of such person or entity or over which such person or entity is for any purpose exercising physical control; or (3) any work, including materials, parts or equipment furnished in connection with such work, which is performed for the person or entity by or on behalf of the **Named Insured**.
- (vi) Products-Completed Operations Hazards;
- (vii) Any obligation assumed by the Additional Insured in any contract related to the Display or Special Effects listed in the attached Certificate of Insurance.
- (viii) Such other **Claims, Accidents**, offenses, damages and/or liabilities which may be excluded pursuant to Section V. Exclusions of the Policy.

All other terms, exclusions and conditions of this Policy remain unchanged.



Fireworks Key Contacts

- 1.Erick McHenry (801) 608-2065
- 2.Ken Lantis (801) 381-3092
- 3.Bosco Nguyen (801) 895-6952



Safety Gear for Firework Personnel

- 1. Safety glass
- 2. Safety glasses
- 3. Fire Protection/Resistant Jackets
- 4. Hard Hats
- **5. Hearing Protection**



Key Personnel

NAME	AFFILIATION	PHONE NUMBER	EMAIL
Jim Smith	President RWTB II	(916) 955-9705	jim@servicescouts.com
Chris Plastiras	Secretary RWTB II	(775) 691-7000	chris@lakeshorerealty.com
Jeffrey Corman	Fundraising - RWTB II	(775) 339-1144	tahoejeffrey@gmail.com
Kristen Miller	PR & Marketing RWTB II	(775) 830-8113	kristen.ferrall@gmail.com
Mick Homan	Finance RWTB II	(513) 602-7240	homan.mick@gmail.com
Phil Klein	Volunteer RWTB II	(775) 413-3348	phlippr@mac.com
Alan Tiras	Counsel	(775) 742-6705	atiras@sierralawyers.com
Bobby McGee	IVGID GM	(775) 832-1365	bma@ivgid.org
Susan Herron	IVGID Director of Administrative Services	(775) 846-6158	sah@ivgid.org



Commercial General Liability Plans

RWTB II COI below

ACORD*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2024

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ACORD*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2024

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	ry Peyton Insurance Agency LLC			_	NAME: Larry T eytori Histiratice Agency LLC							
	1 US Hwy 395 Suite 5			-	(A/C, No. Ext): (773) 782-2409 (A/C, No): (773) 782-4912							
	dnerville, NV 89410			-	L-MAIL ADDRESS: larry@peytonins.com							
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INSURE	ED .				INSURER B:							
Red	, White, & Tahoe Blue II, Inc											
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CERT	IFICATE HOLDER				SHOULD ANYOF THE ABOVEDESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCEWITH THE POLICY PROVISIONS.							



NLTFPD Application

Letter from Fire Marshall below

From: John James jjames@nltfpd.net &

Subject: 2024 Lantis Fireworks and Red White and Blue II: NLTFPD Confirmation

Date: April 19, 2024 at 2:20 PM

To: Phillip Klein phlippr@mac.com

Cc: Ryan Sommers RSommers@nltfpd.net

Hello Mr. Klein,

This email confirms that Lantis Fireworks and Red White and Blue II have submitted their application for a permit to host Pyrotechnics/Special Effects/Fireworks on the Fourth of July 2024.

Since early March 2024, they have been coordinating with the fire district.

Currently, Lantis Fireworks and Red White and Blue II are in the final stages of preparing a comprehensive submission to the Fire District.

NLTFPD anticipates that the applicants will soon conclude coordination with various agencies and finalize their safety plans. These plans will include dimensioned plans and sectional drawings along with compliance with the required safety features on barges, as per NFPA 1132 standards.

Respectfully,



John James Fire Marshal

Office: 775.831.0351 x8131 | Cell: 775.413.9344

Email: jjames@nltfpd.net

866 Oriole Way | Incline Village | NV 89451













IVGID Provided - Traffic, Lighting,Dumpsters, Restroom, Fire Extinguisher& Emergency Exit Plans

4TH OF JULY TAHOE BLVD / SR 28 PARKING PERMITTED IN THESE LOCATIONS LAKESHORE BLUD 4 LEGEND **WORK ZONE 42" CONE** TRAFFIC DRUM **LIGHT TOWER FLAGGER**

SPEED LIMIT 25

125' TAPER 63' SHIFTING TAPER 41' SHOULDER TAPER 100' FLAGGER TAPER 155' BUFFER 300' SIGN SPACING 25' 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 106' SHOULDER TAPER 100' FLAGGER TAPER 305' BUFFER 400' SIGN SPACING 40' CONE SPACING

SPEED LIMIT 45

540' TAPER 270' SHIFTING TAPER 180' SHOULDER TAPER 100' FLAGGER TAPER 425' BUFFER 600' SIGN SPACING 45' CONE SPACING

CONTRACTOR: IVGID

JOB: INCLINE CRYSTAL BAY FIREWORKS

ATSSA CERT: 151411

DRAWN BY: BRET DUBE

SIGNATURE:

DATE: 4-19-24

NOTES

LIGHT TOWERS TO BE PLACED NEAR FLAGGERS DURING NIGHT HOURS

NOTES

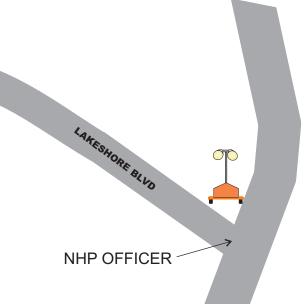
ALL FLAGGERS
MUST BE ATSSA
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HWY PATROL

CERT MEMBER





CONTRACTOR: IVGID

JOB: INCLINE CRYSTAL BAY FIREWORKS

ATSSA CERT: 151411

DRAWN BY: BRET DUBE

SIGNATURE:

DATE: 4-19-24



2024 RWTB FIREWORKS ILLUMINATION PLAN

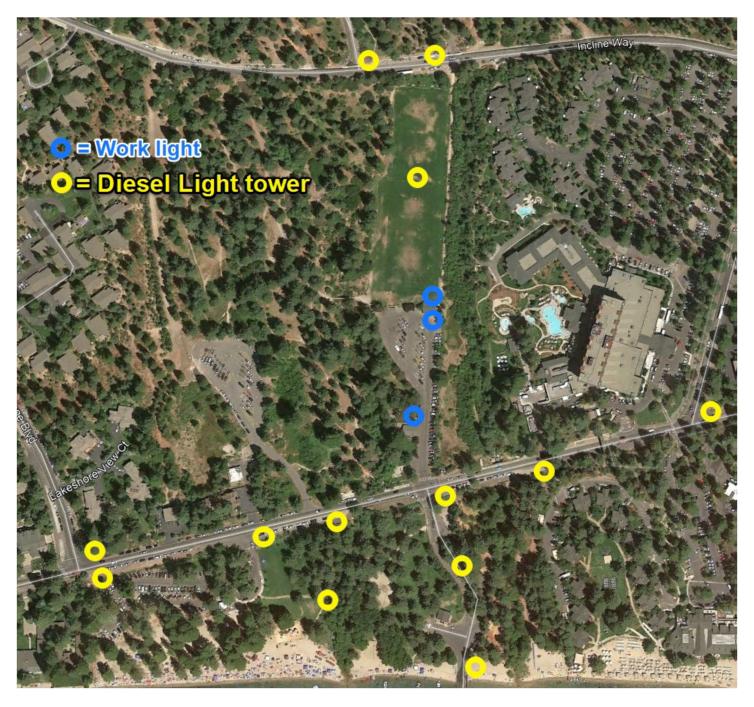
EMERGENCY LIGHTING CONTACT: Sam Gough Mobile 775-745-7604

Lighting Locations Parks staff will deliver to the following:

- 1. Incline Beach west side is set up just outside the west gate to the park in the Easement lighting for crossing Lakeshore Blvd and exiting the park. Assigned to Don Shows
- 2. Outside Incline Beach On the NE corner of Village and Lakeshore. Assigned to Don Shows
- 3. Incline Beach inside park, east side of gate guard shack on turf. Lighting for exiting the park. Assigned to Don Shows
- 4. Ski Beach near the bridge. Lighting for exiting the park. Assigned to Sam Gough.
- 5. Ski Beach entrance to park. Lighting for exiting the park. Assigned to Sam Gough.
- 6. Ski Beach midway down Main Island inside the park facing both north and south. Lighting for exiting the park. Assigned to Sam Gough.
- 7. Ski Beach east of the boat ramp shining toward Incline Beach and Hermit Beach.Lighting for exiting the park.Assigned to Sam Gough.
- 8. Village Green, middle of field east side. Lighting for upper and lower Village Green after the event. Assigned to Daniel Swift.
- 9. Incline Way, Recreation Center side of the road, at the end of the fire road Driveway. Lighting for crossing Incline Way. Assigned to Daniel Swift.
- 10. Incline Way, Recreation Center side of the road, at the end of the main driveway lighting for crossing Incline Way. Assigned to Daniel Swift.
- 11. Lakeshore, and Country Club Dr. in the NE Corner of the roadway easement. Assigned to Hayatt Security or Sam Gough
- Testing and adjusting the lights at each location before the evening is critical.
- Assure the light towers are in place and away from any overhead electrical lines is critical for safety.
- Be sure all support levelers are out.
- Specific IVGID staff assigned to start each unit, with safety & operation training.
- Units will need cones and caution tape around them.

Please contact me (Steven) directly if you have any ideas, suggestions, or concerns, at 745-7603 cell.

Lighting Map



2024 RED, WHITE & TAHOE BLUE

DUMPSTER DONATION REQUEST TO WASTE MANAGEMENT INC.

Removal of 4 yd dumpsters will be called in as they become full.

Please coordinate drop locations directly with Park Staff:

Steven Phillips Parks Superintendent 775-745-7603 cell

(1st Alternate) Sam Gough 775-745-7604 (2nd Alternate) Don Shows 775-745-7602

IVGID NEEDS ALL ROLLS OFFS TO HAVE WILDLIFE COVERS

All units to be dropped at specified location BEFORE June 29 before 8 am.

Incline Beach:

ONE 20 yd RECYCLING

TWO 30 yd TRASH / Wildlife cover mandatory

All units are to be placed in the dirt among trees west of the restrooms and snack-bar.

The area will be coned off and have caution tape to show the location.

SKI Beach:

ONE 6 yd RECYCLING

ONE 30 yd TRASH / Wildlife cover mandatory

Both units are to be placed next to the existing wooden dumpster enclosure at Ski Beach.

Burnt Cedar Beach:

ONE 6 yd RECYCLING

ONE 30 yd TRASH / Wildlife cover mandatory

Both units are to be located at the east end of the park inside metal gate next to far restrooms. Drive all the way through the parking lot to the end, open green metal gate and place on pavement.

Aspen Grove:

ONE 20 yd RECYCLING

ONE 30 yd TRASH / Wildlife cover mandatory

Both recycling & trash units to be located in parking lot along Aspen Grove wooden fence next to existing wooden dumpster enclosed.

Final removal on Monday July 8th is best.

2024 Incline Village Parks and Rec 4th of July Portable Restrooms Needs

Delivery likely Thursday, June 27th

12 units plus 3 sinks to Ski Beach 967 Lakeshore Blvd. East entrance (Boat Ramp)

- 4 placed on Hermit Beach pathway
- 8 placed inside split rail fence near restrooms
- 2 sinks placed with the 8 portables
- 1 sink near WCSO Command center

15 units plus 2 sinks to incline beach 967 Lakeshore Blvd. West entrance

- 8 by main restrooms
- 1 sink by this group
- 7 along the turnaround area to the east of the restrooms
- 1 Sink by this group
- 3 units to Burnt Cedar 665 Lakeshore Blvd.
 - all east of the pool area
- 2 units plus 2 sinks to Aspen Grove 960 Lakeshore Blvd.
 - All north of the rear double gate

Please contact us prior to dropping the portables for specific placement. Start at the top of the list.

Delivery Day Contacts

Samantha Gough: 775-745-7604

Steven Phillips: 775-745-7604

Don Shows: 775-745-7602

Daniel Swift: 775-745-7097



Ski/Hermit Beach Evacuation Map



Incline Beach Evacuation Map





Water & Site Clean-Up Plan

RWTB II will be organizing a volunteer group of workers, boats and divers and will coordinate both beach and water clean up with IVGID Staff and their group Waste Not.

Schedule:

July 4th -10:00 PM (approximately)

- 1. Initial Beach Clean up following departure of visitors from Incline & Ski Beach
- 2. Preliminary Surface Skimming of lake

July 5th - 8 AM

- 1. Beach clean up led by IVGID Staff supported by RWTB II volunteers
- 2. Secondary Surface Skimming handled by volunteers
- 3. Underwater Clean Up volunteer group led by RWTB President Jim Smith



Event Timeline

Production Schedule - Red, White and Tahoe Blue

June 28,2024

Lantis Truck will arrive in Tahoe City from Fernley warehouse. Park in parking lot across from boat ramp. Truck is loaded with fireworks equipment only. (no fireworks).

Barge has been rented from a vendor in Tahoe City, already in water.

Lantis crew and helpers will remove racks and equipment from truck to barges. Estimated time will be 2 hours.

Lantis pyro crew will take the remainder of June 28, 2024, to place racks and tubes.

5:00 p.m. Lantis crew will leave barge for the night

No security is required. There are no fireworks on the barge.

June 29,2024

9:00 a.m. Lantis crew will be on barge

9:15 a.m. Placement of the equipment

5:00 p.m. Lantis crew will leave barge

No Security needed

June 30, 2024

7:00 a.m. Lantis pyro crew arrives at boat ramp

7:00 a.m. Boat ramp closed

7:10 a.m. Lantis fireworks truck arrives from Fernley warehouse with fireworks

7:20 a.m. Lantis boat takes fireworks product out to barge

7:30 a.m. Lantis crew on barge and start loading shells

5:00 p.m. Security Crew (Details of company will be delivered separately) in boat on side of barges (not on barges)

5:15 p.m. Lantis crew leaves barges

July 1, 2024

7:30 a.m. Lantis crew on barge

- 7:30 a.m. Security leaves
- 5:00 p.m. Security arrives in boat
- 5:30 p.m. Lantis crew leaves

July 2, 2024

- 7:00 a.m. Lantis pyro crew arrives at boat ramp
- 7:00 a.m. Boat ramp closed
- 7:00 a.m. Call fire department to inform them we are on the boat ramp with fireworks.
- Call FM John James cell (775) 831-2072
- 7:10 a.m. Lantis fireworks truck arrives from Fernley warehouse with fireworks
- 7:20 a.m. Lantis boat takes fireworks product out to barge
- 7:30 a.m. Lantis crew on barge and start loading shells
- 5:00 p.m. Security crew in boat on side of barges (not on barges)
- 5:15 p.m. Lantis crew leaves barges

High Sierra Marine will transport barges to NE Corner of the lake

July 3, 2024

- 7:30 a.m. Lantis crew on barge
- 7:30 a.m. Security leaves
- 5:00 p.m. Security arrives in boat
- 5:30 p.m. Lantis crew leaves

July 4, 2024

Security all day until 6:15 p.m.

Lantis pyro crew off and on all day and night

6:00 p.m. Lantis crew arrives

Security leaves

- 9 p.m. Show starts (approximate upon FM approval)
- 9:30 p.m. Show ends (estimated)

10:30 p.m. Lantis crew starts unloading any shells not shot

10:45 p.m. Tug crew starts moving barge into boat ramp

11:00 p.m. Arrive at boat ramp, unloading fireworks, equipment, sweep, clean barge, depose of non-fireworks in dumpsters, and put fireworks trash in truck.

In the event of device failure to ignite, first, isolate the firing system's impact. Verify proper circuit connection and repeat the firing sequence. If unsuccessful, disconnect the firing circuit, remove the device from its firing position, and return it to its original packaging for disposal.

Disposal Procedure: Submerge the device in a large bucket of water. Allow it to soak outdoors in a secure location for at least 48 hours, then dispose of it in compliance with local regulation.

July 5, 2024

1:00 a.m. or 2:00 a.m. Drive equipment, fireworks, fireworks trash back to Fernley

Tug crew return to transport barge back to Tahoe City and divers will be sent down to check and remove any debris or refuse left over from the show.



Medical Standby Services Agreement



NORTH LAKE TAHOE FIRE PROTECTION DISTRICT

866 Oriole Way – Incline Village, NV 89451-9439 (775) 831-0351 Fax (775) 831-2072 <u>www.nltfpd.net</u> **Ryan Sommers – Fire Chief**

EMERGENCY MEDICAL SERVICE STANDBYS

North Lake Tahoe Fire Protection District understands the importance of providing EMS coverage during special events or community programs. The enclosed *Dedicated EMS Standby Agreement* must be utilized for any organization, school, or governmental entity to request special standby services from North Lake Tahoe Fire Protection District. The enclosed agreement must be completed, signed, and returned to North Lake Tahoe Fire Protection District at least 15 days prior to the requested date for service. Although North Lake Tahoe Fire Protection District will make every effort to provide the level of service requested, there may be an emergency prior to the scheduled event that could cause North Lake Tahoe Fire Protection District to be late. North Lake Tahoe Fire Protection District's primary responsibility is to provide emergency 911 responses to the residents of our community.

North Lake Tahoe Fire Protection District offers the following types of service:

- Advanced Life Support Ambulance (at least 1 Paramedic)
- Advanced EMT and/or Paramedic only
- Technical equipment UTV, jet ski, and boat with Emergency Medical Technician and/or Paramedic

Please complete the enclosed agreement and submit it to North Lake Tahoe Fire Protection District.

Mail or Drop Off:

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

Email:

aquiroz@nltfpd.net

Dedicated EMS Standby Agreement

THIS AGREEMENT, made this April 19th, 2024, by and between Red White & Tahoe Blue II, and North Lake Tahoe Fire Protection DISTRICT, 866 Oriole Way, Incline Village, Nevada 89451, hereinafter referred to as the DISTRICT, and CLIENT, Red White & Tahoe Blue II (RW & TB II).

WHEREAS, CLIENT is requesting dedicated standby services; and WHEREAS, the District is willing to provide such services under the terms set forth herein.

NOW, THEREFORE, it is agreed as follows:

- The DISTRICT agrees to provide dedicated EMS standby service(s) to the CLIENT. Standby service, meaning an
 emergency vehicle staffed personnel as agreed upon, will locate themselves at a function or event and will
 remain dedicated to that event unless a major incident occurs, and their services are required elsewhere.
 Such vehicle will be equipped to provide care at the capacity as agreed upon as required by the CLIENT.
 Pursuant to paragraph 3 below, dedicated standbys are subject to the availability of EMS crews and resources.
- 2. The DISTRICT agrees to provide dedicated standby emergency medical service(s) to the CLIENT named above for the dates, times, and locations specified in the *STANDBY AND CLIENT INFORMATION* attached to this Agreement and incorporated by reference.
- 3. Due to the call volume of EMS, dedicated standby services are subject to the availability resources. In addition, even if a CLIENT requests and agrees to the conditions of dedicated standby services, certain extreme, catastrophic, or immediate life-threat emergencies may still require The DISTRICT to utilize the vehicle assigned to the dedicated standby. If this occurs during a scheduled dedicated standby (with this Agreement in place), and a lapse of on-site EMS coverage occurs, another ambulance/crew will be routed to the event upon availability.
- 4. Hourly charges for this service begin from the time the crew arrives at the designated standby until it is released from the event, with a *two-hour minimum charge per dedicated standby service*. The DISTRICT reserves the right to waive fees.
- 5. Dedicated standby service fees are as follows:

Resource	Cost
Firefighter / Advanced EMT	\$50.41 / hr.
Firefighter / Paramedic	\$57.97 / hr.
Advanced Life Support Ambulance (Staffed)	\$157.12 / hr.
Jet Ski (equipment only)	\$27.70 / hr.
ATV / UTV (equipment only)	\$14.79 / hr.
Boat (equipment only)	\$120.00 / hr.

- 6. Upon completion of dedicated standby services, The DISTRICT will bill CLIENT for costs associated with this Agreement and CLIENT agrees to pay all fees within 30 days of invoice receipt.
- 7. The DISTRICT reserves the right to refuse any Dedicated Standby Agreement submitted by CLIENT.
- 8. This Agreement may be canceled by either party by giving 48-hours advance notice.
- 9. Nothing herein shall be construed to create a higher standard of care on the part of EMS than generally recognized under the rules and regulations set forth by the Nevada State Health Division Office of Emergency

Medical Systems. The DISTRICT crews may only operate under written protocols and procedures specifically approved by the DISTRICT Medical Director.

10. The charges provided for herein reflect only those charges associated with making EMS readily available to the CLIENT. The normal charges for the care and transportation of patients will be the responsibility of the patient.

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

CLIENT . M.	DISTRICT
Signature	Signature
Phillip Klein	Russell Barnum
Printed Name	Printed Name
Organizer	Assistant Fire Chief
Title	Title

Standby and CLIENT Information

The following CLIENT information will be used by The DISTRICT for scheduling and billing for EMS dedicated standby services.

Name/Title of Event: Trans Tahoe Swim

EVENT OCCURRENCE 1

Date(s): July 4th,2024

Location: INCLINE BEACH: 967 Lakeshore Blvd, Incline Village, NV 89451

Number of Attendees: 6000

EVENT COVERAGE REQUESTED

Resources	Hours	Total
UTV	1000-2230 (12.5 hours)	\$184.88
UTV crew two (2) EMT	1000-2230 (12.5 hours)	\$1,260.25
Boat	1800-2230 (4.5 hours)	\$540.00
Boat crew Paramedic and EMT	1800-2230 (4.5 hours)	\$487.71

(If request is for more than 1 event occurrences attach additional details to agreement)

Organization Name: Red White & Tahoe Blue II

Primary Contact Person's Name (print): Phil Klein

Mailing Address (for billing): RW & TB II PO Box 4439 IV, NV 89450

Phone #: 775-413-3348 Phone # day of event (if different):

Email Address: philppr@mac.com