

February 28, 2025

To: Washoe County Special Event Permit Office,

In its second year of operation, Red White and Tahoe Blue II (RWTB II) has undertaken the necessary steps to reorganize and re-brand the organization. Now operating as Incline Fireworks (IF), this dedicated group of community volunteers remains committed to fostering a sense of unity by celebrating our nation's founding with a high-quality, safe, and environmentally friendly fireworks display for the residents of Incline Village and Crystal Bay.

To achieve this goal, the IF Board is devoted to three key objectives:

- Exercising prudent fiscal oversight of the community's generous donations and sponsorships,
- Delivering spectacular fireworks in collaboration with our partners at Lantis Fireworks,
- Promoting long-term sustainable practices for Lake Tahoe and the Sierra Nevada Mountains with the support of our partners at North Lake Tahoe Fire Protection District (NLTFPD) and Eco-Clean Solutions.

Accordingly, we are pleased to submit the attached permit application for our 2025 4th of July Incline Fireworks Celebration.

We extend our gratitude to our community partners: NLTFPD, IVGID, WCSO, USCG, NDOW, the Hyatt Regency Lake Tahoe and TRPA. We greatly appreciate the assistance provided by the Washoe County staff in preparing this application and look forward to collaborating with the Board of Commissioners to secure approval for this important event.

Regards,

Shelia Leijon & Chris Plastiras
Co-Chairs, Incline Fireworks



# **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.

	ВС	OOTH 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"
	Application fee
	\$50 non-refundable application fee
	Daily fee(s)
	\$350 daily fee plus appropriate booth fees
	Carnival, circus or tent show fees
	\$300 daily fee (maximum of \$4200) plus appropriate booth fees
	Three packets and one 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 spaces
	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
<u> </u>	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 prio to the issuance of the license)

### **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)
	Vendor list
	Statement of Assets
	Statement of Liabilities
<u> </u>	Personal history of all applicants (to include corporate officers and partners)
<u> </u>	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

#### **OUTDOOR COMMUNITY EVENT APPLICATION**

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

				App	lication dat	te:	March	10, 2025	
			Appl	licant Inform	ation				
Applica	ant's name:	Red White a	nd Tahoe B	Blue II DBA	Incline F	ireworks			
		Street or PO Box		City			State	Zip coo	<b>l</b> e
Phone	·	(Busine	ss)		(Ho	me)	775.7	62.1091	(Cell)
		saleijon@hotma	il.com						
	All applicants	s, to include corporat	e officers or p	partners mus	t complete	a personal	history for	m	
Is the a	applicant a(n):	Corporat	ion	☐ Partne	rship	□Indiv	idual		
If a cor	poration or a p	partnership, list corpo	orate officers	or partners:					
	Name		Addre	ess			Т	ïtle	
			F.,						
			EV	ent Informat	ion				
Name	of Event:		005						
Date(s	) of Event:	July 4th, 2	025	Hours of o	peration: _				
Locatio	on of Event: _								
Assess	sor Parcel Nun	nber(s):							
Descri	ption of Event:	Communi	y fireworks	for the Inclir	e Village	Crystal Ba	y Commi	unity	
Name	of the designa	ated event represer	tative who w	vill be on-site	during th	e event an	d who ha	s authority t	o bind the
applica	nt: <i>Chris Pla</i>	stiras and Shelia I	eiion						
			-	_	_	<b>-</b>			
Will an		be charged for you		L	Yes	×No			
	If yes, amour	nt and type of fee(s):							
When	will fee be colle	ected?	☐Pre-sales		At entrance	е			
Approx	imate number	of participants and	other persons	s: <del></del>		<u> </u>			
Approx	imate number	of customers and s	oectators:						
Approx	imate maximu	m number of persor	s on any one	day of the e	vent:				
Will foo	od and/or beve	erages be served?	☐ Y	es 🗷	No				
		beverage vendors n				ounty Healtl	h District p	ermits)	
Will ald	coholic bevera		☐ Yes	×No		-			
Will the	ere be live mus	sic?	☐ Yes	⊠ No					

#### **OUTDOOR COMMUNITY EVENT LICENSE**

#### **Insurer Information**

(see Insurance, Hold Harmless & Indemnification Requirements)

Name of Insurer:	Police	cy number:	
Attach copy of insurance policy specific to	event (must be furnished p	rior to the issuance of	the license)
Address of Insurer:			
Street	City	State	Zip code
Limits of liability:			
	RY OF SIMILAR EVEN h additional sheets if needed		
Describe the history of all similar events conducte names, types, dates, locations, permits or license		the applicant. Include,	at a minimum, enent
Similar Fireworks shows have taken place at	the same location facilitat	ed by the original RV	WTB organization
and other community organizations.			
(attac	Vendor List h additional sheets if needed	)	
Name of Vendor	Т	ype of service or prod	uct
Tahoe Marine and Excavation			
Eco-Clean Solutions	ı	Environmental Clear	пир

# OUTDOOR COMMUNITY EVENT PERSONAL HISTORY

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

Name in full:	Shelia Ann Leijon				
_	First	Mid		Last	
List ALL other	names you have been kno	own by: Shella D	onerty , Shella	Doherty-Leijon	
Residence ad	dress:		City	State	Zip Code
D:	0001		,		•
Residence ph		Retired	business p	hone:	
-	present business or emplo	yer			
Business addi	ress: Street		City	State	Zip Code
Type of busine	ess:		,		·
• .	aged in this business:	_	_		
Date of birth:		_ Age:		Place of birth: _	
	hich you have lived during	_		_	
	From and To	City	,		State
		Ź			
I, the undersig	gned, have answered all q	uestions in this app	lication and to th	ne best of my knowledge	e all answers are true
and correct. I	further understand that dis	sclosure of any false	e, misleading or	incorrect answers could	result in the denial of
	The filing of the application ing on of such event before				
and any carry	ing on or sach event belore	, a licerise is issued	illiay also be gic	ounds for definal of a ficer	130.
				Shalia / aida	-
S	Shelia Leijon			Shalia Laigor Signature of appli	<u> </u>
	Printed name of applican	ıt		Signature of appli	cant
(	02/28/2025				
	Date				

# 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
ANCILLA	ARY SERVICES OR ACTIVITIES LIST
services or act	resses of any person expected to provide, for consideration, tivities ancillary to or in conjunction with the event) (attach additional sheets if needed)
Name	Address
WCSO - 625 Mount Rose Highw	vay Incline Village, NV 89451
Silver State or Nevada Barricade	e - Reno Nevada
Eco-Clean Solutions - www.ee	co-cleansolutions.com

# 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	Incline Village, NV	on the
day of	, 20	
Shelia Leijon		
Printed name of applicant	Signature of ap	olicant
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.

Name of Event

Shelia Leijon

Applicant's name (printed)

Date:

Date (s) of Event

Shelia Leijon

Applicant's signature

# 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]
- 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 <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>: 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 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.



# Fireworks Contract, Insurance, Contacts & Safety Gear

Show Name: Tahoe 4th Show Number: 25071

#### FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER

THIS CONTRACT ("Contract") entered into on March 6, 2025 between LANTIS PRODUCTIONS, INC. (a Utah corporation hereinafter referred to as "LANTIS"), and Red, White and Tahoe Blue II, Inc of Nevada (hereinafter referred to as "CLIENT") (collectively the "Parties")

WITNESSETH: LANTIS agrees to furnish CLIENT, in accordance with the terms and conditions hereinafter set forth, a Fireworks Display (hereinafter referred to as "Display") as per our proposal made in part hereof, including the services of a licensed and trained Pyrotechnician to take charge of and fire the Display.

CLIENT shall pay LANTIS the sum of One Hundred Three Thousand Five Hundred Dollars and No/100 \$103,500 DOLLARS, in United States Currency, according to the following terms and conditions:

Due upon execution of contract
 Due ten days prior to Displays
 \$51,750
 \$51,750

Total: \$103.500

All sums due herein shall be mailed directly to the corporate offices of Lantis Productions Inc., P.O. Box 491, Draper, Utah 84020, unless directed otherwise in writing.

The Display is hereby scheduled to be perform on July 4, 2025

The Display may be canceled by CLIENT no later than ten (10) days before the scheduled Display Date for a full refund. Should CLIENT request to cancel the Display within ten (10) days of the Display Date, CLIENT shall be billed for all costs incurred by LANTIS for any set pieces and/or permit fees obtained in preparation for the Display.

If for any reasons other than adverse weather conditions the display is canceled within the ten (10) days prior to the Display Date, CLIENT also agrees to pay an amount equal to one-half of the total contract amount as a cancellation fee in addition to the set piece and/or permit fees incurred by LANTIS as stated above.

If the Display is significantly delayed or canceled due to adverse weather conditions, or other circumstances beyond the reasonable control of either LANTIS or CLIENT, each Party shall bear an equal share (i.e., 50%) of all "out-of-pocket" expenses incurred by LANTIS due to the delay. Such expenses shall include, but shall not be limited to, additional lodging, meals, Pyrotechnician fees, permits, vehicle rentals, and equipment rentals (if any) incurred by authorized representatives of LANTIS necessary to present the Display.

The Parties hereby agree that they shall cooperate with each other to make a good faith effort to reschedule any Display that is canceled due to adverse weather conditions be within ten (10) calendar days of the originally scheduled Display Date without either Party incurring additional expenses except as detailed in 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

Show Name: Tahoe 4th Show Number: 25071

required marine permits will be obtained by LANTIS on behalf of CLIENT. CLIENT shall obtain any required <u>event</u> 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 and hold Red, White and 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 and Tahoe Blue II, Inc extent such Claims and Losses result from the negligence or misconduct of the Indemnified Parties themselves.

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.

Show Name: Tahoe 4th Show Number: 25071

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**

**Executed on behalf of LANTIS PRODUCTIONS INC.** 

Title: Kenneth L. Lantis, President

**CLIENT** 

**Executed on behalf of Red, White and Tahoe Blue II, Inc** 

By: Shelia Leijon Shelia Leijon

Title: Co-Chair RWTB II Inc.DBA Incline Fireworks

**Date:** 3/10/2025



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/18/2024

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 this certificate does not confer rights							equire an endorsement	. A st	atement on
PRODUCER				CONTA NAME:	CT				
PROFESSIONAL PROGRAM INSURANCE BROKERAGE			PHONE (A/C, No	Ext). 415-47	5-4300	FAX (A/C, No):	415-4	75-4303	
DIVISION OF SPG INSURANCE SOLUTIONS, LLC				E-MAIL ADDRE			(Ale, No)		
1304 SOUTHPOINT BLVD., #101								NAIC#	
PETALUMA			CA 94954	INSURE			at Lloyd's, London		AA-1128623
INSURED				INSURE					
Lantis Productions, Inc.; The	Lanti	s Cor	mpany Inc.						
2369 Willow View Way			. ,	INSURER C: INSURER D:					
,				INSURER E :					
Sandy			UT 84092	INSURE					
COVERAGES CER	TIFIC	CATE	NUMBER: BL-000335	INSOILE			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIR PERT POLIC	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	of an' Ed by	Y CONTRACT THE POLICIES REDUCED BY F	OR OTHER DESCRIBED PAID CLAIMS.	OCUMENT WITH RESPEC	CT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED		000,000
CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	\$ \$50	,000
							MED EXP (Any one person)	\$	
A	X		PY/23-0187		08/31/2023	08/31/2024	PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		000,000
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ INC	LUDED
OTHER:							COMPINED OINOLE LIMIT	\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO							BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
								\$	
UMBRELLA LIAB OCCUR						,	EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$							1050	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedu	le, may b	e attached if more	space is require	ed)		
Red white and Tahoe Blue, Inc.; North Lak of Incline Village; and Incline Village Gener (RD: 07/03/2024 to 07/05/2024) located at date of the display. 30-day notice of cancel	al Imp 960 l	orove Lakes	ment District are Additiona shore Blvd, Incline Village,	al Insur	ed as respects	s the Class B	(1.3g) fireworks display(s	) ón 07	//04/2024
CERTIFICATE HOLDER				CANO	CELLATION				
Red, White and Tahoe Blue, Inc.				SHO	OULD ANY OF T	I DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.		
PO BOX 3789				AUTHO	RIZED REPRESEI				
Incline Village			NV 89450		S4	L.,			

#### 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):

Red white and Tahoe Blue, Inc.; North Lake Tahoe Fire Protection District Permit Only; Washoe County Sheriffs Dept.; Crystal

Bay Marina; Hyatt Regency Hotel of Incline Village; and Incline Village General Improvement District

07/04/2024 (RD: 07/03/2024 to 07/05/2024)

PO BOX 3789, Incline Village, NV 89450

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
Shelia Leijon	Co Chair Incline Fireworks	((775)762-1091	saleijon@hotmail.com
Chris Plastiras	Co Chair Incline Fireworks	(775) 691-7000	chris@lakeshorerealty.com
Kristie Wells	Secretary Incline Fireworks	(415)557-9022	kristiewells@gmail.com
Kristen Miller	Director, PR & Marketing Incline Fireworks	(775) 830-8113	kristen.ferrall@gmail.com
Parisa Lotfi	Treasurer Incline Fireworks	(916)459-0044	parisalotfi@berkeley.edu
Mitch Harbaugh	Director, IT & Website Incline Fireworks	(775) 815-5568	mitch@mitchsoup.com
Alan Tiras	Counsel	(775) 742-6705	atiras@sierralawyers.com
Robert Harrison	IVGID GM	(775) 832-1365	rwh@ivgid.org
Susan Herron	IVGID Director of Administrative Services	(775) 846-6158	sah@ivgid.org

# WRITTEN CONSENT IN LIEU OF FIRST MEETING OF THE BOARD OF DIRECTORS OF

#### RED, WHITE & TAHOE BLUE II, INC.

(A NEVADA NON PROFIT CORPORATION)

In lieu of meeting of the board of directors of Red, White & Tahoe Blue II, Inc. (a Nevada Non Profit Corporation) (the "Corporation"), the directors of the Corporation (being all the directors of the corporation, in accordance with Nevada law, unanimously agree to the following resolutions as acts of the Corporation:

#### 1. Approval of Actions by the Incorporator.

<u>RESOLVED:</u> That all actions heretofore taken by the incorporator and directors named in the articles of incorporation and all things done by their authority prior to the organization of the Corporation be, and the same hereby are, ratified and approved and adopted by and as the act of the Corporation.

#### 2. Approval of Articles of Incorporation.

<u>RESOLVED</u>: That the Articles of Incorporation of the Corporation, which have been presented to and reviewed by each of the directors and which was filed in the Office of the Secretary of State of the State of Nevada on February 26, 2024, shall be, and hereby are approved, and a copy thereof shall be inserted in the minute book of the Corporation.

#### 3. Approval of Bylaws.

<u>RESOLVED</u>: That the Bylaws of the Corporation for the regulation of the business and affairs of the Corporation which have been presented to and reviewed by each director of the Corporation, shall be, and hereby are, adopted and approved as the Bylaws of Corporation without change and such Bylaws shall be inserted in the minute book of the Corporation.

#### 4. Election of Officers.

<u>RESOLVED</u>: That each of the following persons shall be and is, elected to serve as an officer of the Corporation, to hold the following office or offices until the next annual meeting of the board of directors, until his or her earlier resignation or removal or until his or her successor is chosen and shall qualify:

Office President Secretary Treasurer Name
Jim Smith
Chris Plastiras
Steve Tomkovicz

<u>RESOLVED FURTHER:</u> That the proper officers of the Corporation be, and they hereby are, authorized and directed to make and file, on behalf of the Corporation, a list of officers, directors and Registered Agent, therein designating acceptance of appointment by said agent, in the Office of the Secretary of the State of the State of Nevada.

#### 5. Designation of Registered Agent and Registered Office.

RESOLVED: That CenterPoint Corporate Services, Inc. at 937 Tahoe Boulevard, Suite 130-B, Incline Village, Nevada 89451, be, and hereby is, designated as Registered Agent of the Corporation, in charge of the Registered Office of the Corporation in the State of Nevada and of the books required by law to be kept in that office, and as the agent upon whom process against the Corporation may be preserved in accordance with the laws of the State of Nevada, and that said agent shall act under the direction and supervision of counsel of this Corporation in all matters arising out of or pertaining to said agency. Such books and records of the Corporation include (i) a certified copy of the Corporation's certificate of the incorporation or articles of incorporation, and all amendments thereto; (ii) a certified copy of the bylaws and all amendments thereto; (iii) a stock ledger or duplicate stock ledger, revised annually, containing the names, alphabetically arranged of all persons who are stockholders of the Corporation, showing their places of residence, if known and the number of shares held by them respectively; or in lieu thereof, a statement setting out the name of the custodian of the stock ledger or duplicate stock ledger, and the present and complete post office address, including street and number, if any, where such stock ledger or duplicate stock ledger specified herein is kept.

RESOLVED FURTHER: That the principal office of the Corporation in the State of Nevada shall be located and maintained at 937 Tahoe Boulevard, Suite 130-B, Incline Village, Nevada 89451, and that the Corporation shall establish and maintain other offices as may be designated by the Board of Directors, and that the meetings of the Board of Directors may, from time to time, be held at the principal office of the Corporation in the State of Nevada, or elsewhere as the Board may from time to time order.

#### 6. Designation of Fiscal Year.

<u>RESOLVED</u>: That the fiscal year of the Corporation shall begin on January 1<sup>st</sup> of each year and end on December 31<sup>st</sup> of that year.

/////

#### 7. Foreign Incorporation.

RESOLVED: That, for the purposes of authorizing the Corporation to do business in any state, district, territory or dependency of the United States or any province of Canada or any foreign country in which it is necessary or expedient for the Corporation to transact business, the appropriate officers of the Corporation (or any of them) shall be, and hereby are, authorized and empowered to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices, and, under the corporate seal, to make, execute, acknowledge (where necessary) and file all necessary applications, certificates, reports, powers of attorney and other documents or instrument as may be required by the laws of such state, district, territory, dependency, province or country to authorize the Corporation to transact business therein, and, whenever it is expedient for the Corporation to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process, and to make, execute, acknowledge (where necessary) and file such applications, certificates, reports, revocations of appointment, surrenders of authority or other documents or instruments as may be necessary or appropriate to terminate the authority of the Corporation to do business in any such state, district, territory, dependency, province or country.

#### 8. Expenses of Organization.

<u>RESOLVED</u>: That the Treasurer be, and hereby is, authorized and directed to pay all fees and expenses incident to and necessary for the organization of the Corporation and its qualifications to transact business in the State of Nevada.

#### 9. Bank Account.

RESOLVED: Wells Fargo Bank is hereby selected and designated as depositor of funds of this Corporation, and that an account be established and maintained by and in the name of this Corporation, on and subject to such terms and conditions as the President and Treasurer of the Corporation may from time to time agree on with said bank; and

<u>RESOLVED FURTHER:</u> That all checks, drafts, and other instruments for the payment of money drawn or accepted by the Corporation for the payments from such account or at such office of the Bank be signed on behalf of the Corporation by President, Secretary or Treasurer of the Corporation; and

<u>RESOLVED FURTHER:</u> That any checks, drafts or other instruments for the payment of money, endorsed on behalf of the Corporation for deposit with or collection by the Bank, may be so endorsed in the name of the Corporation by a written or stamped endorsement, without designation or signature of the person making such endorsement; and

<u>RESOLVED FURTHER:</u> That the board of directors adopt the form resolutions of that Bank (as completed) which appear in the certificate of secretary, which is hereby ordered to be inserted in the appropriate place in the minute book of the Corporation; and

RESOLVED FURTHER: That, in the alternative, the Secretary of the Corporation is hereby authorized and directed to certify to said Bank that these resolutions have been duly adopted, and are in conformity with the Articles of Incorporation and Bylaws of this Corporation, and to further certify to said Bank the names and specimen signatures of the present officers of the Corporation authorized to sign on such account, and, if and when any change be made in the personnel of such officers the fact of such change and the name and specimen signature of each new officer; and

RESOLVED FURTHER: That said Bank is required and authorized to honor, receive, certify or pay any instrument signed or endorsed in accordance with these resolutions and the certification including any instrument drawn or endorsed to the personal order of, or presented for negotiation or encashment by any officer signing or endorsing the same; and

RESOLVED FURTHER: That these regulations and each certification herein provided for shall remain in full force and effect and said Bank is authorized and requested to rely and act thereon until it shall receive at its office to which the certified copy of these resolutions is delivered, either a certified copy of a further resolution of the Board of Directors amending or rescinding these resolutions or a further certification of the names and signatures of the officers authorized to sign on such account.

#### 10. Further Authorization for Organization.

<u>RESOLVED</u>: That the appropriate officers of the Corporation (or any of them) shall be, and hereby are, authorized, empowered and directed to take all necessary or appropriate action, including the expenditure of funds, in order to fully and expeditiously complete the organization of the Corporation.

[SIGNATURES FOLLOW]

Each director, by signing this consent, waives notice of the time, place, and purpose of the First Meeting of the Board of Directors and agrees to the transaction of business of the first meeting by unanimous written consent of the directors in lieu of first meeting. The written consent may be executed in two or more counterparts. A facsimile signature shall be deemed as if original.

DATED: Effective the 26 day of February, 2024.
APPROVED:
Sm Fich
Jim Smith, Director  M. Platie
Chris Plastiras, Director
Steve Tomkovicz, Director
Jeffery Corman, Director
Kristen Miller, Director

Each director, by signing this consent, waives notice of the time, place, and purpose of the First Meeting of the Board of Directors and agrees to the transaction of business of the first meeting by unanimous written consent of the directors in lieu of first meeting. The written consent may be executed in two or more counterparts. A facsimile signature shall be deemed as if original.

DATED: Effective the 26 day of February, 2024.
APPROVED:
Jm Filk
Jim Smith, Director
Chris Plastiras, Director
Steve Tomkovicz, Director
Jeffery Corman, Director
Kristen Miller, Director

Each director, by signing this consent, waives notice of the time, place, and purpose of the First Meeting of the Board of Directors and agrees to the transaction of business of the first meeting by unanimous written consent of the directors in lieu of first meeting. The written consent may be executed in two or more counterparts. A facsimile signature shall be deemed as if original.

DATED: Effective the 26 day of February, 2024.
APPROVED:
Jim Smith, Director
Chris Plastiras, Director
Steve Torakovicz, Director
Jeffery Corman, Director
Kristen Miller, Director

Each director, by signing this consent, waives notice of the time, place, and purpose of the First Meeting of the Board of Directors and agrees to the transaction of business of the first meeting by unanimous written consent of the directors in lieu of first meeting. The written consent may be executed in two or more counterparts. A facsimile signature shall be deemed as if original.

DATED: Effective the 26 day of February, 2024.
APPROVED:
Dom Frith
Jim Smith, Director
Chris Plastiras, Director
Steve Tomkovicz, Director
Jeffery Corman, Director
Kristen Miller Director

## BYLAWS OF RED, WHITE & TAHOE BLUE II, INC.

(A NEVADA NON PROFIT CORPORATION)

## Article One OFFICE

SECTION 1. *Principal and Registered Office*. The principal office of the Corporation in the State of Nevada shall be located at 937 Tahoe Boulevard, Suite 130-B, Incline Village, Nevada 89451, and the address may be changed from time to time by the Board of Directors.

SECTION 2. Other Offices. The Board of Directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to conduct its activities.

## Article Two MEMBERSHIP

The corporation shall have no members. Any action which would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board of Directors. All rights which would otherwise vest in the members shall vest in the Directors.

#### Article Three BOARD OF Directors

SECTION 1. *General Powers*. The property and business of the Corporation shall be managed under the direction of the Board of Directors of the Corporation, consistent with federal and state law, the Articles of Incorporation and these Bylaws.

SECTION 2. *Number*. The authorized number of Directors of this corporation shall consist of at least one (1) but not more than fifteen (15) Directors until changed by amendment to these Bylaws. The exact number of Directors shall be fixed, within those limits, by a resolution of adopted by the Board of Directors.

SECTION 3. Selection and Term of Office. Directors shall be elected at each annual meeting of the Board of Directors. Each director shall serve for a period of one (1) year or until the next annual meeting.

SECTION 4. Filling of Vacancies. Subject to the provisions of SECTION 3 of this Article, in the case of any vacancy in the Board of Directors through death, resignation, disqualification, removal or other cause, the remaining Directors, by affirmative vote of the majority thereof, may elect a successor to hold office for the unexpired portion of the term of the director whose place shall be

vacant, and until a successor has been selected and qualified.

Similarly, and in the event of the number of Directors being increased as provided in the Bylaws, the additional Directors so provided for shall be elected by a majority of the entire Board of Directors already in office, and shall hold office until the next annual meeting of Directors.

Subject to the provisions of Nevada law, any Director may resign effective upon giving written notice to the Secretary of the board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective as a future time, a successor may be selected before such time, to take office when the resignation becomes final.

No reduction of the authorized number of Directors shall have the effect of removing any director prior to the expiration of the of Director's term of office, unless such Director is removed by the person holding the power to remove or designate such Director, as provided in SECTION 5 of this Article.

SECTION 5. Removal of Directors. Each person holding the power to designate Directors as set forth in this Article shall have the right to remove any director designated by such person at any time upon thirty (30) days' written notice to such designated Director and to the Secretary of the corporation.

SECTION 6. Compensation of Directors. Directors may receive reasonable compensation for their services as such, in amounts, if any, to be determined from time to time by the Board of Directors, by resolution. Directors may also receive from the Corporation reimbursement of the expenses incurred by them in attending any annual, regular or special meeting of the Board, and, by resolution of the Board of Directors, a fixed sum may also be allowed for attendance at each annual, regular or special meeting of the Board and such reimbursement and compensation shall be payable whether or not a meeting is adjourned because of the absence of a quorum. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 7. *Committees*. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the Directors of the Corporation, which, to the extent provided in the resolution, shall have and may exercise the powers of the Board of Directors, and may authorize the seal of the Corporation to be affixed to such papers which may require it. Such committee or committees shall have such names as may be determined from time to time by resolution adopted by the Board of Directors.

## Article Four MEETINGS

SECTION 1. *Place of Meeting*. The Board of Directors may hold their meetings and have one or more offices, and keep the books of the Corporation, either within or outside the State of Nevada,

at such place or places as they may from time to time determine by resolution or by written consent of all the Directors.

SECTION 2. Annual Meeting. The annual meeting of the Board of Directors of the Corporation shall be held on the first day of April, commencing in the year 2025, if not a legal holiday, and if a legal holiday then the next succeeding day not a legal holiday, or at such other time as so designated by the Directors, for the purpose of electing Directors to succeed those whose terms shall have expired as of the date of such annual meeting, and for the transaction of such other corporate business as may come before the Directors at the meeting.

SECTION 3. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such places within or without the State of Nevada as may from time to time be determined by resolution of the Board, which resolution may authorize the President to fix the specific date and place of each such regular meetings, in which case notice of the time and place of such regular meetings shall be given in the manner hereinafter provided. Any business may be transacted at any regular meeting of the Board.

SECTION 4. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by any member of the Board of Directors. The Secretary shall give notice of each special meeting of the Board of Directors, by mailing the same at least three (3) days prior to the meeting or by faxing or emailing the same at least two (2) days before the meeting, to each Director; but such notice may be waived by any Director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at any special meetings. At any meeting at which a quorum of the Directors shall be present, even though without notice, any business may be transacted and any Director may in writing waive notice of the time, place and objectives of any special meeting.

SECTION 5. *Notice of Meetings*. Except as may be otherwise specifically provided in these Bylaws, written notice of each meeting of the Board of Directors shall be mailed, postage prepaid by the Secretary, hand delivered, faxed or emailed to each Director of record entitled to vote thereat, at least ten (10) days but no more than thirty (30) days before the meeting. Each such notice shall state the place, day, and hour at which the meeting is to be held and, in the case of any special meeting, shall state briefly the purpose or purposes thereof.

SECTION 6. *Quorum*. A majority of the Directors then in office shall constitute a quorum for the transaction of business at all meetings of the Board of Directors, but, if at any meeting less than a quorum shall be present, a majority of those present may adjourn the meeting from time to time, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the Articles of Incorporation or by these Bylaws.

SECTION 7. *Meetings of Directors*. If all of the Directors entitled to vote shall meet at any place, either within or without the State, and consent to the holding of the meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION 8. *Meetings by Telephone*. Any meeting, annual, regular or special, may be held by conference telephone, video or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at the meeting.

SECTION 9. Action without Meeting by Written Consents. Any action required to be taken at a meeting of the Directors or any action which may be taken at a meeting of the Directors may be taken without a meeting when consents in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consents shall have the same force and effect as the unanimous vote of the Directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the Directors.

SECTION 10. Required Vote. Except as may be provided otherwise in these Bylaws or the Articles of Incorporation, an affirmative vote of a majority of those Directors present shall be necessary for the passage of any resolution.

## Article Five OFFICERS

SECTION 1. *Election, Temure and Compensation*. The officers of the Corporation shall be a President, a Secretary, and a Treasurer and any one or more additional officers and/or assistants to these officers as the Board of Directors, from time to time may consider necessary for the proper conduct of the business of the Corporation. The officers shall be elected annually by the Board of Directors at its annual meeting except where a longer term is expressly provided in an employment contract duly authorized and approved by the Board of Directors. The President shall be a Director and the other officers may, but need not be, Directors.

Any two or more of the above offices may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law or by these Bylaws to be executed, acknowledged or verified by any two or more officers. The compensation or salary paid all officers of the Corporation, if any, shall be fixed by resolutions adopted by the Board of Directors.

In the event that any office other than an office required by law, shall not be filled by the Board of Directors, or, once filled, subsequently becomes vacant, then such office and all references thereto in these Bylaws shall be deemed inoperative unless and until such office is filled in accordance with the provisions of these Bylaws.

Except where otherwise expressly provided in a contract duly authorized by the Board of Directors, all officers and agents of the Corporation shall be subject to removal at any time by the affirmative vote of a majority of the whole Board of Directors, and all officers, agents, and employees shall hold office at the discretion of the Board of Directors or of the officers appointing them.

SECTION 2. Powers and Duties of the President. The President shall be the chief executive officer of the Corporation and shall have general charge and control of all its business affairs and properties. He shall preside at all meetings of the Board of Directors.

The President may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation. He shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation. The President shall be ex-officio a member of all the standing committees. He shall do and perform such other duties as may, from time to time, be assigned to him by the Board of Directors.

SECTION 3. Secretary. The Secretary shall give, or cause to be given, notice of all meetings of Directors and all other notices required by law or by these Bylaws, and in case of her absence or refusal or neglect to do so, any such notice may be given by any person thereunto directed by the President, or by the Directors upon whose written request the meeting is called as provided in these Bylaws. The Secretary shall record all the proceedings of the meetings of the Directors in books provided for that purpose, and she shall perform such other duties as may be assigned to her by the Directors or the President. She shall have custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors or the President, and attest the same. In general, the Secretary shall perform all the duties generally incident to the office of Secretary, subject to the control of the Board of Directors and the President.

SECTION 4. *Treasurer*. The Treasurer shall have custody of all the funds and securities of the Corporation, and she shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. She shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depository or depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. She shall render to the President and the Board of Directors, whenever either of them so requests, an account of all her transactions as Treasurer and of the financial condition of the Corporation.

The Treasurer shall give the Corporation a bond, if required by the Board of Directors, in a sum, and with one or more sureties, satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the Corporation in case of his death, resignation, retirement or removal from office of all books, papers, vouchers, moneys, and other properties of whatever kind in his possession or under his control belonging to the Corporation.

The Treasurer shall perform all the duties generally incident to the office of the Treasurer, subject to the control of the Board of Directors and the President.

## Article Six BANK ACCOUNTS AND LOANS

SECTION 1. Bank Accounts. Such officers or agents of the Corporation as from time to time shall be designated by the Board of Directors shall have authority to deposit any funds of the Corporation in such banks or trust companies as shall from time to time be designated by the Board of Directors and such officers or agents as from time to time shall be authorized by the Board of Directors may withdraw any or all of the funds of the Corporation so deposited in any such bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of this Corporation, and made or signed by such officers or agents.

Each bank or trust company with which funds of the Corporation are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by officers or agents so designated by the Board of Directors until written notice of the revocation of the authority of such officers or agents by the Board of Directors shall have been received by such bank or trust company.

There shall from time to time be certified to the banks or trust companies in which funds of the Corporation are deposited, the signature of the officers or agents of the Corporation so authorized to draw against the same. In the event that the Board of Directors shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed, as hereinabove provided in this Section, all of such checks, drafts and other instruments or orders for the payment of money shall be signed by the President and countersigned by the Secretary or Treasurer or any Assistant Secretary or Assistant Treasurer of the Corporation.

SECTION 2. Loans. Such officers or agents of this Corporation as from time to time shall be designated by the Board of Directors shall have authority to effect loans, advances or other forms of credit at any time or times for the Corporation from such banks, trust companies, institutions, corporations, firms or persons as the Board of Directors, shall from time to time designate, and as security for the repayment of such loans, advances, or other forms of credit to assign, transfer, endorse and deliver, either originally or in addition or substitution, any or all stocks, bonds, rights and interests of any kind in or to stocks or bonds, certificates of such rights or interests, deposits, accounts, documents covering merchandise, bills and accounts receivable and other commercial paper and evidences of debt at any time held by the Corporation. For such loans, advances or other forms of credit, such officers or agents of this Corporation shall have the authority to make, execute and deliver one or more notes, acceptances or written obligations of the Corporation on such terms, and with such provisions as to the security or sale or disposition thereof as such officers or agents shall deem proper; and also to sell to, or discount or rediscount with, such banks, trust companies, institutions, corporations, firms or persons any and all commercial paper, bins receivable, acceptances and other instruments and evidences of debt at any time held by the Corporation, and to that end to endorse, transfer and deliver the same. There shall from time to time be certified to each bank, trust company, institution, corporation, firm or person so designated the signatures of the officers or agents so authorized; and each such bank, trust company, institution, corporation, firm or person is authorized to rely upon such certification until written notice of the revocation by the Board of Directors of the authority of such officers or agents shall be delivered to such bank, trust company, institution, corporation, firm or person.

## Article Seven REIMBURSEMENTS

Any payments made to an officer or other employee of the Corporation, such as salary, commission, interest or rent, or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer or other employee of the Corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer or other employee, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

## Article Eight MISCELLANEOUS PROVISIONS

SECTION 1. Fiscal Year. The fiscal year of the Corporation shall begin on July 1<sup>st</sup> of each year and end of June 30 of the subsequent year.

SECTION 2. *Notices*. Whenever, under the provisions of these Bylaws, notice is required to be given to any Director or officer, it shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to each officer or Director at such address as last appears on the books of the Corporation, and such notice shall be deemed to be given at the time the same shall be thus mailed. Any Director or officer may waive any notice required to be given under these Bylaws.

SECTION 3. *Reference to Laws*. All general or specific references to the Internal Revenue Code shall be deemed to refer to the Internal Revenue Code of 1986 as now in force or later amended, or the corresponding provision of any future United States revenue law. Similarly, any general or specific references to the laws of the State of Nevada shall be deemed to refer to the laws of the State of Nevada as now in force or hereafter amended.

## Article Nine DISCRIMINATION PROHIBITED

In administering its affairs, the Corporation shall not discriminate against any person on the basis of race, creed, color, national or ethnic origin, veteran status, sex, sexual preference, age or physical disability.

## Article Ten AMENDMENTS

SECTION 1. Amendment of Bylaws. These Bylaws and the Articles of Incorporation may be changed or amended at any meeting of the Board of Directors by a two-thirds (2/3) vote of those present; provided notice of the substance of the proposed amendment is sent to all the Directors at least five (5) days before the meeting.

\* \* \* \* \*

The undersigned Secretary does hereby certify that the above and foregoing Bylaws were duly adopted by the Board of Directors of Red, White & Tahoe Blue II, Inc. to be effective on the 26<sup>th</sup> day of February, 2024.

Chris Plastiras, Secretary

## WRITTEN CONSENT IN LIEU OF MEETING OF BOARD OF DIRECTORS

OF

#### RED, WHITE & TAHOE BLUE II, INC.

(A NEVADA NON PROFIT CORPORATION)

In lieu of meeting of the board of directors of Red, White & Tahoe Blue II, Inc. (a Nevada Non-profit Corporation) (the "Corporation"), the directors of the Corporation (being all the directors of the corporation, in accordance with Nevada law, unanimously agree to the following resolutions as acts of the Corporation:

#### 1. Conflict of Interest Policy.

WHEREAS, the Board of Directors of Red, White & Tahoe Blue II, Inc. (a Nevada Non-profit Corporation) (the "Corporation") deems it advisable to adopt a policy governing potential conflicts of interest between the Board, its officers and the Corporation in order to protect the Corporation's tax-exempt status.

#### NOW, THEREFORE, BE IT

**RESOLVED**: That a Conflict of Interest Policy identical in form and content to that attached to this resolution, as Exhibit "A", attached hereto as a part hereof, as appropriately amended to reflect the Corporation's adoption is hereby adopted by the Corporation as the Conflict of Interest Policy of the Corporation.

Each director, by signing this consent, waives notice of the time, place, and purpose of the First Meeting of the Board of Directors and agrees to the transaction of business of the first meeting by unanimous written consent of the directors in lieu of first meeting. The written consent may be executed in two or more counterparts. A facsimile signature shall be deemed as if original.

[SIGNATURES FOLLOW]

DATED: Effective the 26 <sup>th</sup> day of February, 2024.
APPROVED:
Dom Back
Jim Smith, Director
1 Albun_
Chris Plastiras, Director
Steve Tomkovicz, Director
Jeffery Corman, Director
Kristen Miller, Director

DATED: Effective the 26 <sup>th</sup> day of Februar	ry, 2024.	
APPROVED:		
Som Fridh		
Jim Smith, Director		
Chris Plastiras, Director		
6.2		
Steve Tomkovicz, Director		
,		
Jeffery Corman, Director		
Kristen Miller, Director		

ADDDOVED.	
APPROVED:	
Jim Smith, Director	
Chris Plastiras, Director	
chilis Flastitas, Director	
Steve Tomkovicz, Director	<del></del>
[ [ ] ] ]	
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Jeffery Comman, Director	
Kristen Miller, Director	

DATED: Effective the 26 <sup>th</sup> day of Feb	ruary, 2024.		
APPROVED:			
Dom Erith			
Jim Smith, Director			
Chris Plastiras, Director			
Steve Tomkovicz, Director			
Jeffery Corman, Director			
N			
Kristen Miller, Director			
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## Exhibit "A" To Consent Red, White & Tahoe Blue II, Inc.

#### Sample Conflict of Interest Policy

#### Article | Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (the "Organization") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### Article II Definitions

- 1. **Interested Person** Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- 2. **Financial Interest** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
- **a.** An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- **b.** A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- **c.** A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

#### Article III Procedures

- 1. **Duty to Disclose** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- 2. **Determining Whether a Conflict of Interest Exists** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
- 3. Procedures for Addressing the Conflict of Interest
- **a.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the

transaction or arrangement involving the possible conflict of interest.

- **b.** The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- **c.** After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- **d.** If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

#### 4. Violations of the Conflicts of Interest Policy

- **a.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- **b.** If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## Article IV Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- **a.** The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- **b.** The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### Article V Compensation

- **a.** A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- **b.** A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- **c.** No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### Article VI Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and

**d.** Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

### Article VII Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- **a.** Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- **b.** Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

## Article VIII Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.



## **NLTFPD Application**

Email from Fire Marshal John James



#### 2025 Lantis Fireworks and Red White and Blue II: NLTFPD Confirmation

From John James <jjames@nltfpd.net>

Date Thu 3/6/2025 3:50 PM

To Bronczyk, Christopher <CBronczyk@washoecounty.gov>

Cc Sheila Leijon <saleijon@hotmail.com>; Chris Plastiras <chris@lakeshorerealty.com>; Ryan Sommers <RSommers@nltfpd.net>; Russell Barnum <RBarnum@nltfpd.net>

Hello Mr. Bronczyk,

This email serves to confirm that NLTFPD has been actively collaborating with Lantis Fireworks and Red White and Blue II to finalize the details for this year's Pyrotechnics, Special Effects, and Fireworks display, along with EMS requirements for the Fourth of July 2025 event.

Since early January 2025, both organizations have been coordinating closely 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 complete coordination with the various agencies involved in our portion of the permitting process and finalize their safety plans. These plans will include detailed, dimensioned layouts and sectional drawings, ensuring compliance with the required safety features on barges in accordance with NFPA 1123 standards.

This correspondence serves as confirmation that NLTFPD acknowledges the size and scale of both the event and the display.

Please let us know if you require any additional information.

#### 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 BLVD LEGEND **WORK ZONE 42" CONE** TRAFFIC DRUM **LIGHT TOWER FLAGGER**

## $W \longrightarrow E$

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

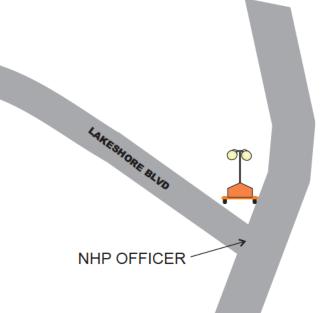
ALL FLAGGERS
MUST BE ATSSA
CERIFIED



**HWY PATROL** 

**CERT MEMBER** 





CONTRACTOR: IVGID

JOB: INCLINE CRYSTAL BAY FIREWORKS

ATSSA CERT: 151411

DRAWN BY: BRET DUBE

SIGNATURE:

DATE: 4-19-24



#### 2025 INCLINE FIREWORKS ILLUMINATION PLAN

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

Lighting Locations Parks staff will deliver to the following:

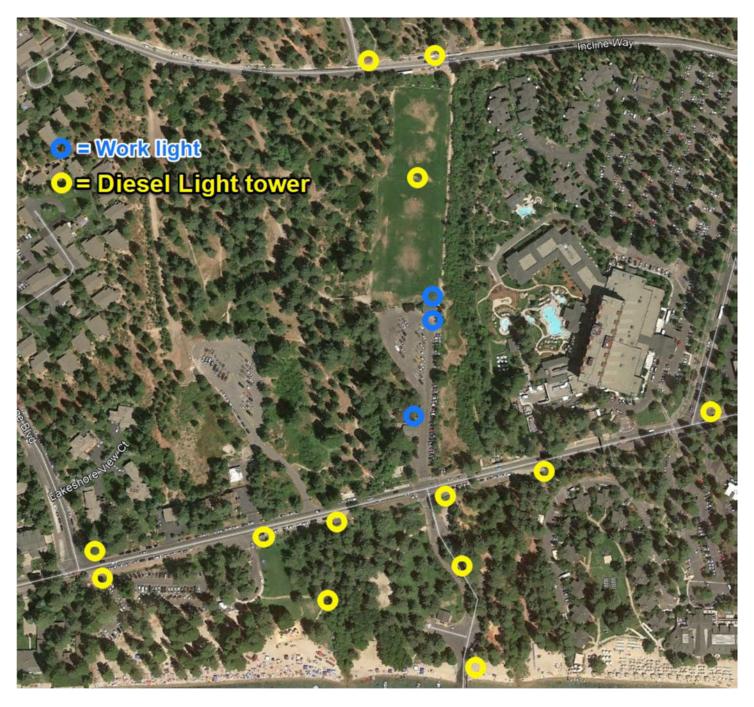
- 1. Outside Incline Beach on the NE corner of Village and Lakeshore. Assigned to Don Shows
- 2. Incline Beach inside park, east side of gate guard shack on turf. Near the backflow. Lighting for exiting the park. Assigned to Don Shows
- 3. Incline beach near the lakeshore pathway bridge and overflow crossing lights to shine toward the pathway in either direction and overflow lot 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. Outside the beach in the space between the pathway and lakeshore. 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. Lakeshore, and Country Club Dr. in the NE Corner of the roadway easement. Assigned to Hayatt Security or Sam Gough

#### Parks Tasks

- o Testing and adjusting the lights at each location before the evening is critical
- Ensuring the light towers are in place and away from any overhead electrical lines is critical for safety
- Be sure all supports are in place
- o 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 775-745-7603 cell.

### **Lighting Map**



#### 4TH OF JULY PARKS PLAN

#### 2025 Fourth of July

#### <u>DUMPSTER DONATION REQUEST TO WASTE MANAGEMENT INC.</u>

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 ROLL-OFFS TO HAVE WILDLIFE COVERS

All units must be dropped at specified locations **BEFORE** June 27 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 the metal gate next to far restrooms.

Drive all the way through the parking lot to the end, open the green metal gate, and place it on the pavement.

#### Aspen Grove:

ONE 20 yd RECYCLING

**ONE** 30 yd TRASH / Wildlife cover mandatory

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

Final removal on Monday, July 7th is best.

#### 4TH OF JULY PARKS PLAN

### 2025 Incline Village Parks and Rec 4<sup>th</sup> of July Portable Restrooms Needs

## Delivery likely Thursday, June 26<sup>th</sup> Pickup Monday, July 7th

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

- 4 placed on the 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 before 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**





### Site Cleanup and Data Collection

For the first time since the inception of Red White Tahoe Blue and Red White Tahoe Blue II, Incline Fireworks is contracting with Eco Clean Solutions for a comprehensive cleanup plan. Included in the pan is a data collection component which will inform an environmental impact report regarding the effects of fireworks on Lake Tahoe and the surrounding areas. Eco Clean Solutions is working closely with Fire Marshal John James to ensure compliance with the cleanup process as set forth by NLTFPD.

In addition to the collaborative effort outlined above, Incline Fireworks will organize a group of community volunteers and coordinate beach cleanup with IVGID Parks Staff. IVGID's Waste Not will test water quality prior to and following the fireworks event. This findings will be included in the environmental impact report. Details of the cleanup process and a copy of the Eco Clean Solutions contract will be included in the approved permit packet from Fire Marshal James.



## **Event Timeline**

#### **Production Schedule - Incline Fireworks**

#### June 27,2025

Lantis truck will arrive in Incline Village from Salt Lake City. Truck is loaded with equipment only, no fireworks.

#### June 28,2025

4:00 a.m. Barge is delivered from Tahoe City to the Ski Beach Boat Ramp. Lantis crew and helpers will remove racks and equipment from truck to barges. Estimated time will be 2 hours. 6:00 a.m. Barge is moved to event location.

Lantis pyro crew will take the remainder of June 28, 2025, 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, 2025

4:00 a.m. Boat ramp closed. Lantis crew will on the dock to load fireworks. Approximately 2 hours. Call FM John James cell (775) 831-2072 ito inform him we are on the boat ramp with fireworks.

6:00 a.m. Boat Ramp opens

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

5:00 p.m. Security Crew will be in a boat to the side of barges (not on barges)

#### June 30, 2024

7:00 a.m. Security leaves. Lantis Crew on barge to drop shells throughout the day

5:15 p.m. Lantis crew leaves barges

5:15 p.m. Security Crew will be in a boat to the side of barges (not on barges)

#### July 1, 2025

7:00 a.m. Security leaves. Lantis Crew on barge to drop shells throughout the day

5:15 p.m. Lantis crew leaves barges

5:15 p.m. Security Crew will be in a boat to the side of barges (not on barges)

#### July 2, 2024

7:00 a.m. Security leaves. Lantis Crew on barge to drop shells throughout the day

5:15 p.m. Lantis crew leaves barges

5:15 p.m. Security Crew will be in a boat to the side of barges (not on barges)

#### July 3, 2024

7:00 a.m. Security leaves. Lantis Crew on barge to drop shells throughout the day

5:15 p.m. Lantis crew leaves barges

5:15 p.m. Security Crew will be in a boat to the side of barges (not on barges)

#### **July 4, 2025**

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

6:15 p.m. 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

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: re-shooting if necessary.

#### July 5, 2024

9:00 a.m. Arrive at boat ramp, unloading fireworks, equipment, sweep, clean barge, depose of non-fireworks in dumpsters, and put fireworks trash in truck.

Tug crew return to transport barge back to Tahoe City.

	4-Jul	5-Jul	6-Jul
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## **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 19<sup>th</sup>, 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 4<sup>th</sup>,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



## **Additional Documents**

Tahoe Marine & Excavating Matt Daniels/Ca License #709592 P.O. Box 1198 Tahoe City, CA 96145

Phone (530) 583-0564 Fax (530) 583-3500

Bill To	
Taboe Red White & Blue 11 After Chris chris@fakeshorerealty.com	

Date	Invoice #
3/6/2025	1443

Description	City	Rate	Amount
BARGE RENTAL for 4th July Fireworks 2025: Total \$15,000.00			
Down payment due 3/15/25: \$7,500.00		7,500.00	7,500.00
Thank you			
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	10000		
lease remit to Tahoe Marine & Excavating at above address. Thank you.			
Think you are a constrained or source measure. I have you	T	otal	\$7,500.00



**MEMORANDUM** 

To: Washoe County Planning & Building Division | Community Services Department

Attention: Chris Bronczyk, Senior Planner

From: Red White & Tahoe Blue II DBA Incline Fireworks, Shelia Leijon, Event Co-Chair

Re: 2025 Incline Fireworks Event Permit Conditions – Tahoe Regional Planning Agency (TRPA)

March 5, 2025

Pursuant to TRPA code 2.3.5, Temporary Activities such as the 2025 Incline Fireworks Event are exempt and do not require a permit or TRPA approval.

https://www.trpa.gov/wp-content/uploads/TRPA-Code-of-Ordinances.pdf



#### **MEMORANDUM**

To: Washoe County Planning & Building Division | Community Services Department

Attention: Chris Bronczyk, Senior Planner

From: Red White & Tahoe Blue II DBA Incline Fireworks, Shelia Leijon, Co-Chair

Re: 2025 Incline Fireworks Event Permit Conditions – Federal Aviation Administration (FAA)

March 5, 2025

FAA approval is not required for the 2025 Incline Fireworks Event.

#### **BACKGROUND: Past and Future FAA Permitting and Approval**

Over the years, Incline Village was privileged to host training demonstrations performed by the US Air Force, 129<sup>th</sup> Rescue Wing. The training demos were sponsored by the Incline Tahoe Foundation (ITF), a local 501 (c) 3, through the foundation's Bob Wheeler Memorial Fund.

These training demonstrations required permitting, approval and oversite by the FAA and included:

- Landing a HH 60G Pave Hawk helicopter on the Village Green in Incline Village for an up close and personal viewing by community members.
- Enacting a rescue in the waters of Lake Tahoe, off the shore of Incline Beach. The rescue training involved the Pave Hawk, a HV130J Combat King Aircraft and several pararescue jumpers.

This year, it was again determined that the 129<sup>th</sup> Rescue Wing was unable to participate in the 2025 July 4<sup>th</sup> celebrations, therefore, FAA permitting, approval and oversite was not necessary.

If ITF and Incline Fireworks are able to host these two events in the future, we understand that FAA permitting, approval and oversite will be a condition of permit approval by WC planning.

## NEVADA DEPARTMENT OF WILDLIFE

## 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.
- SLAP Entity ID (Special Permit and License ID) New applicants SLAP ID will be assigned when the permit is issued.
- Federal Tax ID or SSN only required for new applicants.

INSTITUTION OR BUSINESS ENTITY INFORMATION- (Institution or business entity the permit INSTITUTION OR BUSINESS ENTITY NAME: (If same as responsible party indicate SAME) Red White and Tahoe Blue II DBA Incline Fireworks						SLAP Entity ID
MAILING ADDRESS: PO Box 4439	FEDERAL TAX ID: 99-1570069					
CITY: Incline Village		STATE:	ZIP: 89450		E-MAIL ADDRESS:	
PHYSICAL ADDRESS:		1	100.000			
CITY:		STATE:	ZIP:		TELEPHONE:	
RESPONSIBLE PARTY-	- Person resp	onsible	 for permit			
NAME [LAST] Leijon	•	[FIRST	helia	[MIDI A	ole] nn	SLAP Entity ID
MAILING ADDRESS: PO Box 4439						ssn Please call for this number
CITY: Incline Village		STATE:	ZIP: 89450		E-MAIL ADDRESS: saleijon@hotmail.com	
PHYSICAL ADDRESS:						
CITY:		STATE:	ZIP:		TELEPHONE: 775.762.109	11
HEIGHT: 5'7"	WEIGHT:		HAIR: Gray	EYES: Blue	1	GENDER: Female
DRIVER'S LICENSE NUMBER 0102117927			STATE: NV			DATE ISSUED: January 27, 2024
Have you conduct     Previous Fireworks		events p	orior to this a	pplication? 🗹	Yes □ No	If yes, please list them:
2. Have you ever bee ☐ Yes ☑ No If ye			ng safety vio	lation, an alcoh	ol/drug-relate	ed offence or any felony?
		ita and T	ahoe Blue II	DRA Incline Fi	reworks	
3. Name of Organiza	tion: Red Wh	ite and i	ande blae n	ו ו אווטווו אטט		
<b>G</b>						Blvd, IV, NV 89451.

7.	Description:	Overwater Fireworks Display by Lantis Fireworks
Λς	part of the de	escription attach a diagram showing boundaries of the event, water courses, buoy placement,
		pation, officials, and spectators.
8.	Estimated nu	umber of vessels:
A.	Participants:	6000 (on the beach)
Pa	rticipant vess	sel types and classes: 1 barge and 1 boat
В.	Spectators:	only authorized event personnel will be allowed within 100 feet of the event operation
C.	Safety Patro	ol: WCSO, NLTFPD, USCG (vessels and vehicles)
9.	Estimated n	umber of participants: 5 operators and volunteers
10	. Estimated n	umber of spectators: 6000
11.	. Special Red	quirements: (i.e. restricted movement of vessels and spectators through specified areas:
12	. Motorboat i	noise exemption is hereby requested:
	to compet	e in an approved marine event as provided in NRS 488.305.
		t trial runs between the hours of 9 a.m. and 5 p.m. for a period not to exceed 48 hours ely preceding the marine event.
	•	e in official trials for speed records between the hours of 9 a.m. and 5 p.m. for the period not to hours immediately following the marine event.
13	Safety req	quirements (i.e. safety patrols, unusual hazards, radio coordination, launching/retrieving buoys, er and kind of navigational aids, rescue, medicinal, picket boats): Cell phones for emergency communication
Sat	ety Patrols: Neva	da Barricade staff, WCSO, NHP, IVGID Staff. WC is conducting a mass casualty safety training on May 27 for all involved. NLTFPD EMS
14	. Do you hav	re liability insurance?  Yes  No Amount: \$2,000,000
Ins	urer: Philade	Iphia Insurance Companies Insured: RWTB II DBA Incline Fireworks
15	. Are there a	ny potential adverse environmental effects or pollution concerns that may require an
en	vironmental a	assessment?   Yes   No If yes, describe (include any abatement plans)
16	. Public sanit	tation concerns will be addressed as follows: Restrooms and portapotties available
17	. Have you c	ontacted other agencies that may require a permit? $\square$ Yes $\square$ No If yes, agency name: $\square$ CG,

	nereby state that I am entitled to this permit under the on or false statement has been made by me to obtain the						
S(A) = A							
Signature of Applicant	March 5, 2025	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 3373 Pepper Ln.; Las Vegas, NV 89120 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							
Department Representative:	Date Received:						
Date Approved:	Date Returned for Additional Information:	_					
Date Disapproved:	Letter Sent:						
REASON FOR DISAPPROVAL:							