

ELMORE COUNTY PLANNING AND ZONING COMMISSION
Elmore County Courthouse, Upstairs Courtroom, 150 South 4th East Street, Mountain Home, ID 83647

Thursday October 2, 2014 at 7:00pm

Agenda

PLEASE SILENCE CELL PHONES

CALL TO ORDER

ESTABLISH QUORUM

- | | |
|---|---|
| <input type="checkbox"/> Chairperson Patti Osborn | <input type="checkbox"/> Vice-Chairperson K.C. Duerig |
| <input type="checkbox"/> Debbie Lord | <input type="checkbox"/> Betty Van Gheluwe |
| <input type="checkbox"/> Sue Fish | <input type="checkbox"/> Ed Oppedyk |
| <input type="checkbox"/> Shane Zenner | <input type="checkbox"/> Jeff Blanksma |
|
 | |
| <input type="checkbox"/> Attorney of Record Phil Miller | |

PLEDGE OF ALLEGIANCE

SPECIAL PUBLIC HEARING

- **Idaho Country Concerts, LLC for a Conditional Use Permit for an annual 4 day country music festival that includes a primary stage, secondary small stage, children's activity area, food and craft vendors, wine and beer vending, sponsor exhibits, tent and RV camping in a Agriculture (AG) Zone. Case Number: CUP-2014-11.** The site is located in portions of Sections 13, 14, 15, 22, 23, 24, Township 1 South, Range 10 East, B.M., and Section 19, Township 1 South, Range 11 East, B.M. A common mean of locating the property is from Mountain Home take Hwy 20 for 33 miles, turn left on to South Pine-Featherville Road, the property is located on the right hand side of the road.

ITEMS FROM THE PUBLIC

INFORMATION ITEMS

- Upcoming P & Z Schedule.

MEETING ADJOURNED



Elmore County Land Use and Building Department

520 East 2nd South Street
Mountain Home, ID 83647
Phone: (208) 587-2142 ext. 254
Fax: (208) 587-2120
www.elmorecounty.org

Alan Christy
Director

Tell Riley
Building Official

Beth Bresnahan
Planner I

Kacey
Ramsauer
Administrative
Assistant

Staff Report to the Planning and Zoning Commission

Meeting/Hearing Date: 10/2/14 **Date Report Compiled:** 11/25/14

Agenda Item: Conditional Use Permit for an annual 4-day country music festival that includes a primary stage, secondary small stage, children's activity area, food and craft vendors, wine and beer vending, sponsor exhibits, tent and RV camping in the Agriculture Zone.

Applicant: Idaho Country Concerts, LLC

Case Number: CUP-2014-11

Staff: Alan Christy, Director
Beth Bresnahan, Planner

Location: Portions of Sections 13, 14, 15, 22, 23, 24, Township 1 South, Range 10 East, B.M., and Section 19, Township 1 South, Range 11 East, B.M. A common mean of locating the property is from Mountain Home take Hwy 20 for 33 miles, turn left on to South Pine-Featherville Road, the property is located on the right hand side of the road.

Zoning: Agriculture/ W.U.I. Overlay

Parcel Number: RP 01S10E136610 A, RP 01S10E13910 A, RP 01S10E240010 A, RP 01S10E242410 A and RP 01S11E160010 A

BACKGROUND:

Application for a conditional use permit for an annual 4 day music festival was turned into the Land Use and Building Department on September 10, 2014. Notice of public hearing was sent to surrounding property owners on September 15, 2014 and was mailed to agencies on September 15, 2014. A corrected public hearing notice was sent to property owners on September 16, 2014. Notice of public hearing was published in the Mountain Home Newspaper on September 17, 2014. Property was posted on September 23, 2014.

Applicants have conducted the required neighborhood meeting on August 29, 2014.

For clarification the site will not utilize property in section 19. It is anticipated the applicants will modify the site plan.

With the application the applicants have submitted a public safety plan, fire and life safety plan, assembly plan, sanitation plan and draft emergency management procedure.

The site is surrounded by State Highway 20 and county roads maintained by the Glenns Ferry Highway District. Any additional access roads will have to be constructed to Elmore County standards (Chapter 17 of the Zoning and Development Ordinance).

The site and surrounding land uses are agriculture grazing. The site is relatively flat. There is a small area of FEMA defined flood zone on the north portion of the property. However, at this time staff does not believe this portion will be utilized. Staff is unsure of the fire hazard for the site as it appears to be grazed heavily with no accumulation of grass or weeds over 12" in height.

ATTACHMENTS:

1. Application
2. Photos
3. Map

LETTERS FOR THE RECORD

1. Letter from Tree Top Ranches, William Mulder, Dated September 15, 2014
2. Elmore County Tax Assessor/Treasurer letter
3. Letter from Tree Top Ranches, William Mulder, Dated September 19, 2014
4. Email from 366 OSS, Byron Schmidt, Dated September 23, 2014

THE TWELVE STANDARDS ALL CONDITIONAL USES MUST MEET ARE:

1. **The proposed use shall, in fact constitute a Conditional Use as determined in Chapter 8, Table 6-8-11 (C), Elmore County Land Use Table, as contained in this Ordinance;**

Staff Response: A conditional Use Permit is required for this application. There are additional requirements of this application found in section 6-8-38: Amusement or Recreation Facility, Outdoor; Section 6-8-61: Campground Public or Private; Section 6-8-70: Club, Lodge, or Social Hall; Section 6-8-79: Dance, Music, voice Studio; Section

6-8-169: Public Address System, Outdoor; Section 6-8-175: Recreation Facilities (Outdoor) of the Elmore County Zoning and Development Ordinance.

- 2. The proposed use shall be in harmony with and in accordance with the Elmore County Comprehensive Plan and this Ordinance (Title 6);**

Staff Response: Planning and Zoning may consider the following from the Comprehensive plan from the Land Use Objectives #15: Evaluate all development proposals in terms of land use and environmental compatibility. Discourage development proposals, which negatively impact land use patterns and negatively impact the human and natural environment, and Recreation Objective #3: Encourage private, federal, state, and local interest to provide and maintain adequate access and sanitary utilities for recreational sites.

- 3. The proposed use complies with the purpose statement of the applicable base zone and with the specific use standards as set forth in this Chapter;**

Staff Response: Staff believes this proposal to be compatible with agriculture operations as the use is temporary. In addition, the applicant has provided specific plans to mitigate any concerns with neighboring lands.

- 4. The proposed use shall comply with all applicable County Ordinances;**

Staff Response: If approved, staff has proposed conditions to ensure this application meets all applicable County Ordinances.

- 5. The proposed use shall comply with all applicable State and Federal regulations;**

Staff Response: If approved, staff has proposed conditions to ensure this application meets all applicable State and Federal regulations.

- 6. The proposed use shall be designed, constructed, operated, and maintained in such a way as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity; and that such use shall not change the essential character of said area;**

Staff Response: The use in the vicinity is grazing and agriculture. There are very few residential homes in the vicinity. Staff did not see any homes from the site during the posting on September 23, 2014. The use will be temporary at 4 days a year and it will be returned to its original state.

- 7. The proposed use shall not be hazardous or disturbing to existing neighboring uses or impede their normal development;**

Staff Response: There are a few residential homes in the vicinity. At the time of this report staff has received one comment from neighboring landowners. The use is temporary at 4 days a year.

8. **The proposed use shall be served adequately by available public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewer, or that the person responsible for the establishment of the proposed conditional use shall be able to provide adequately any such services;**

Staff Response: The applicant has provided additional plans with the application to address these services. If the applicant follows the plans in substantial conformance there should be no problems with the above mentioned items. There are multiple ways to and from the site on maintained roads.

9. **The proposed use shall not create excessive additional requirements at public cost for public facilities and services and the proposed use shall not be detrimental to the economic welfare of the County;**

Staff Response: All improvements will be constructed at the applicant's expense.

10. **The proposed use shall not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;**

Staff Response: Traffic and noise may be a concern depending on the number of people and events utilizing the property. A memorandum of understanding with the Elmore County Sheriff's Department should help mitigate traffic and noise concerns.

11. **The proposed use shall have vehicular approaches which shall be so designed as not to create an interference with traffic on surrounding public or private roadways;**

Staff Response: Any additional approaches will have to be approved by either Idaho Transportation Department or the Glens Ferry Highway District. Based on the site plan provided by the applicants new approaches and roads will need to be constructed. Based on the site plan the applicants appear to do an adequate job of directing traffic off of U.S. Highway 20.

12. **The proposed use shall not result in the destruction, loss or damage of a natural or scenic feature of major importance.**

Staff Response: The area is not designated as having a natural or scenic feature of major importance. The site and use will only be utilized 4 days every year.

STAFF COMMENT

Staff would suggest a possible condition regarding updates to the annual event. At a minimum staff would suggest an annual report to the Commission. In addition, the Commission may want an update sixty (60) days prior to the event.

The Commission may also want to consider condition(s) regarding the concerns from the neighboring properties to the east.

PROPOSED CONDITIONS OF APPROVAL

Without taking into consideration any public testimony and if approved staff would recommend the following conditions of approval:

1. The site will be utilized in substantial conformance with the application and submitted plans.
2. A Memorandum of Understanding must be signed with the Elmore County Sheriff's Department sixty (60) days prior to the event.
3. All new roads and approaches, if any, must be completed and approved by Elmore County prior to the event.
4. The event will comply with all Central District Health requirements for sanitation and food vendors.
5. The approved use will be allowed for four (4) days every year. The applicants will notify the County of the dates each year at least sixty (60) days in advance.
6. The event(s) will comply with all local, State and Federal laws.
7. Any building permits for structures must be completed prior to the event(s).
8. Failure to comply with any approval condition may result in revocation of the permit.
9. All outstanding fees and taxes, if any, must be paid prior to the event(s).
10. Meet the requirements, if any, of the Glenns Ferry Highway District.



ELMORE COUNTY LAND USE & BUILDING DEPARTMENT

520 E 2nd South – Mountain Home, ID 83647 – (208) 587-2142

www.elmorecounty.org

Conditional Use Permit Application

The Elmore County Land Use & Building Department DOES NOT accept faxed applications or signatures.

Application must be completed in INK. Please use addition sheets of paper if necessary. This application must be complete and all fees paid prior to acceptance by the Elmore County Land Use & Building Department. A public hearing will not be scheduled until the application is accepted.

The Conditional Use Permit Application must be in compliance with Chapter 27 of the Elmore County Zoning and Development Ordinance.

Pre-application meetings are strongly encouraged for Conditional Use Permit Applications. Pre-application meetings are by appointment only. Do not hesitate to contact the Land Use & Building Department with any questions or concerns.

1. Name of applicant: Idaho Country Concerts, LLC
2. Address of applicant: P.O. Box 23638 Eugene, Oregon 97402
3. Daytime telephone number of applicant: 541-345-9263
4. Email Address: karama@countrymusicconcerts.com
5. Name, address, and daytime telephone number of developer: _____

6. Address of subject property: Property north of Hwy 20 between Pine Featherville Road and E. High Prairie Road and South of Sheep Camp Road

7. Name, address, and daytime telephone number of property owner (if different from applicant): _____

Sawtooth Grazing Assoc., Inc. 1346 Fillmore St., Twin Falls, ID 83301 208-539-4956

8. Attach Legal Description and acreage of property and legal description and acreage of part that CUP is to encompass:

Attach at least one of the following:

Deed Proof of Option Earnest Money Agreement Lease Agreement Assessor's Parcel Master Inquiry

RP# C1S10E136610A, RP01S10E13910A, RP01S10E240010A, RP01S10E242410A, RP01S10E1

9. Common directions of how to get to the proposed Conditional Use Permit property from a known beginning point: Drive 33 miles east on Hwy 20 from the City of Mountain Home to S. Pine

Featherville Road, turn left (north) and then find property on the right hand side

10. a. Current zoning: Agricultural b. Current district (if applicable): _____

11. a. Is the proposed location within an Area of Critical Concern (ACC) or Community Development Overlay (CDO)?

Yes No If in a CDO, what CDO? _____ If in an ACC or CDO, technical studies, an environmental assessment, or an environmental impact statement may be required.

b. Is the proposed development within any city's impact area? Yes No

c. Is the proposed site within an Airport Hazard Zone or Air Port Sub Zone? Yes No

If yes, applicant shall provide approval from the Federal Aviation Administration and/or the Idaho Department of Aeronautics and Transportation.

d. Is any portion of the property located in a Floodway or 100-year Floodplain? Yes No

If yes submit map showing location of floodway and/or floodplain in relation to the property and/or proposal.

e. Does any portion of this parcel have slopes in excess of 10%? Yes No If yes, submit contour map.

f. The impacts of a proposed development and/or land use on adjacent land uses and transportation facilities must be considered. The applicable Highway District or Transportation Department may require a Traffic Impact Study (TIS) if the proposed development or land use has associated with it special circumstances deemed by the district or department to warrant a study. A notation and signature from the applicable district or department stating no study is required or a copy of this study must be submitted with this application.

g. The impacts of the CUP on existing public services and facilities (such as the fire department, emergency services, sheriff's department, schools, etc.) must be considered. A letter from the applicable agency governing the public service or facility stating how the developer will provide for said services with plans and/or drawings or that said services are not required may need to be submitted with the application.

h. Are there any known hazards on or near the property (such as canals, hazardous material spills, soil or water contamination, etc.)? Yes No If yes, describe and give location: _____

i. Are there hazardous materials and/or wastes involved either in your operation or generated off site and brought onto the property? Yes No

12. Does any other agency require a permit (DEQ, EPA, IDWR, FAA, state, federal, etc.)? Yes No
If yes, who?

Proof of having applied for or acquired other agency(ies) permit(s) submitted with CUP application.

13. ADJACENT PROPERTIES have the following uses:

North Pasture/Agricultural

East Pasture/Agricultural

South Pasture/Agricultural

West Pasture/Agricultural

14. EXISTING USES and structures on the property are as follows: Existing use is pasture land

15. A written narrative stating the specific PROPOSED USE. Include as much detail as possible (use additional sheets of paper if necessary):

The proposed use is for the presentation of an annual 4 day Country Music Festival that includes a primary stage, secondary small stage, children's activity area, food and craft vendors, wine and beer vending, and sponsor exhibits. Participants will include day users who will drive daily and campers who stay on site in RVs or in tents. Please see the attached assembly plan; fire, life safety plan; public safety plan; sanitary facilities plan and emergency response plan.

16. a. The conditional use is requested to begin within 10 days/ months after permit approval (permit expires if not used within 1 year of approval) and is for two years or perpetuity.

b. Construction or improvements associated with conditional use is expected to begin within: 30 days/ month/ years and be completed within 6 days/ months/ years.

17. Proposed Use(s): Music Festival Hours of Operation: 7AM to 11PM

Days of Operation: July 30 - August 2 2015 Maximum Number of Patrons: 25,000
/ August 4, 5, 6 and 7, 2016

Sewage disposal: municipal / individual septic Water: municipal supply / community well / individual well

Number of employees during largest shift: 600 Proposed number of parking spaces: 8500
includes contract services & volunteers

18. PRELIMINARY FLOOR PLANS: To a professional standard with sizes and types of interior spaces indicated, 15 copies 8½" x 11".

19. ENVIRONMENTAL IMPACT STATEMENT AND/OR ASSESSMENT: When a development or proposal is of a more complex nature, when it is required by the Zoning and Development Ordinance, and/or when the site is located within an Area of Critical Concern, and Environmental Impact Statement and/or Assessment may be required at the expense of the applicant.

(The Land Use & Building Director will determine if an EIS is required)

EIS Required: Yes No Director Initial de

Department Note: _____

20. PROPERTY OWNER'S ADDRESS: A list of property owner's/purchaser's of record names and addresses within a minimum radius of 300' of property boundaries encompassed by proposed Conditional Use Permit. Said list shall be obtained from the tax records of the appropriate county.

**Radius extended to: 1000 feet mile(s) Date: 9.10.14 Initial de
Aq zone

21. Is this application submitted with any additional applications? No

22. Ordinance Chapter 27, Section 6-27-7 states that the Elmore County Planning and Zoning Commission shall review all proposed conditional use applications and find adequate evidence that such use meets all of the following standards. The applicant must provide said evidence. Following are the standards the conditional use must meet (please use additional sheets of paper if necessary):

How does the proposed land use constitute a conditional use as determined by the land use matrix?

The proposed use under the matrix requires conditional use because of the temporary campground, a public address system and the recreational facility & under services (lawgrounds) food & craft.

How will the proposed land use be in harmony and accordance with the Comprehensive Plan and the Ordinance?

all use use and infrastructure is temporary. The property is returned to original condition and agricultural use after the event.

How will the proposed land use comply applicable base zone and with the specific standards as set forth in the Ordinance?

There are no conflicts with the comprehensive,

How does the propose land use comply with all applicable County Ordinance?

there are no proposed conflicts.

How does the propose land use comply with all applicable State and Federal regulation?

It addresses all applicable regulations by meeting state & federal health, fire & public safety ordinances

What about the proposed land use's design, construction, operation and maintenance makes it harmonious and appropriate in appearance with the existing or intended character of the general vicinity and how will it not change the essential character of said area?

The festival will not change the existing or intended character of the vicinity in that all the festival infrastructure is temporary in nature, with the intent that land is left as found when infrastructure is removed after the event.

Why or how will the proposed land use not be hazardous or disturbing to existing or future neighboring uses?

The festival makes every attempt possible to minimize impact by handling sanitation, waste, and noise levels in a responsible nature. The intent is that while it only occurs one weekend per year the festival will be a good neighbor and long term citizen of Elmore County

How will the proposed land use be served adequately by available public facilities/services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water, sewer or how will these public services be provided by the applicant/developer?

Please see the attached supporting documents.

Why or how will the proposed land use not create excessive additional requirements at public cost for public facilities/services or be detrimental to the economic welfare of the county?

The festival will contract for law enforcement services, traffic control, waste removal and management, along with medical and ambulance services. The intent being once again to be a model citizen not creating a drain on existing public services.

Why or how will the proposed land use not involve uses, activities, processes, materials, equipment, and/or conditions of operation that will be detrimental to any persons, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare or odors?

Public safety is a primary concern of Idaho Country Concerts, LLC. As stated above and in our supporting documents we will adhere to or exceed standards for public safety and welfare.

How will the proposed land use have vehicular approaches to property designed to not create interference with traffic on surrounding public or private roadways?

A traffic plan will be generated and administered by trained/certified traffic control staff. Vehicle entrances to the event will be designated to distribute traffic over multiple entrances and during peak periods traffic will be stacked on the event property to minimize congestion on public right of ways.

Why or how will the proposed land use not result in the destruction, loss or damage of a natural or scenic feature of major importance?

As stated earlier, all event infrastructure is temporary. The intent is to return the property to the property owner at the end of the event in a condition that allows its return to its primary function as agricultural pasture land.

23. ADDITIONAL INFORMATION: Any additional information as required or needed by the Planning and Zoning Commission, Land Use & Building Department, or interested agency.

A neighborhood meeting must be conducted prior to submitting application. Requirements for a neighborhood meeting are outlined in the Elmore County Zoning and Development Ordinance Chapter 4 Section 6-4-3.

A master site plan is required with this application. Requirements for a master site plan are found in Chapter 18 of the Elmore County Zoning and Development Ordinance.

Agency signature sheet on page 7 of this application.

Elmore County reserves the right to withhold processing and/or issuance of any County Conditional Use Permit until the County is satisfied that County approval may be the final action in any multi-agency approval process. Proof of having obtained or applied for necessary permits and/or approvals from applicable local (other than Elmore County) state, and/or federal agencies may be required prior to issuance of a Conditional Use Permit by Elmore County. If required, documentation shall be submitted with the Conditional Use Permit application.

The Planning and Zoning Commission shall hold at least one public hearing on an application for a Conditional Use Permit. A public hearing will be scheduled within sixty (60) days after acceptance of the application. The Land Use & Building Department will mail hearing notices to the surrounding property owners and to any agency that may have an interest in the proposal. The Land Use & Building Department will place a Notice of

Building Department will post notice of the hearing on the premises not less than seven (7) days prior to the hearing.

This application may be approved, conditionally approved, denied, or tabled.

If the application is approved or conditionally approved by the Planning and Zoning Commission, the applicant will be sent a document that is the official "Conditional Use Permit". This document may be in the form of a Findings of Fact, Conclusions of Law, and Order, and will enumerate the conditions attached to the approval and issuance of the permit and will state the consequences of failure to comply. The permit shall not become effective until after an elapsed period of 10-days from the date of the Planning and Zoning Commission Chairperson's signature on the Findings of Fact, Conclusions of Law, and Order. During this time, any interested person may appeal the action to the Board of Elmore County Commissioners. The applicant will be notified of any pending appeals. An appeal will stay all proceedings until its resolution.

If the Conditional Use Permit is denied by the Planning and Zoning Commission, the applicant may reapply or the applicant may appeal the decision in writing to the Board of Elmore County Commissioners. Appeal of a Planning and Zoning Commission decision must be made within ten (10) days after the date of the Planning and Zoning Commission Chairperson's signature on the Findings of Fact, Conclusions of Law, and Order,

The applicant hereby agrees to pay the fees established by the Board and agrees to pay any additional fees incurred (initial) JK. The applicant also verifies that the application is complete and all information contained herein is true and correct (initial) JK. The initial applicant understands there could be a delay in a decision should the applicant or their representative not attend any meeting where the application is being considered.

5A Tooth Grazing Assoc. Co.

John Foulkes 9/9/2014 Amie Hankens 9/10/2014
Property Owner Signature Date Applicant Signature Date

ADMINISTRATIVE USE ONLY

Date of Acceptance 9-10-2014

Accepted by ICK

CUP FEE: \$800.00

Fee \$ 800.00 (Pd) Receipt # 20-09981

Date Paid: 9-10-2014

Case# CUP- 2014-11

Agency signatures are used for the applicant to make initial contact with certain agencies to address issues prior to a public hearing and application submittal. Additional agencies not listed may have additional requirements. The agencies listed below may be required for future approvals or signatures depending on the type of conditional use. The signature does not constitute a final approval by the agency. The agency signatures below do not guarantee approval from the Elmore County Land Use & Building Director, Elmore County Planning and Zoning Commission or Elmore County Board of Commissioners. The agencies listed below will be notified of the public hearing. Elmore County Land Use & Building Staff will inform the applicant of the desired agency signatures prior to application submittal.

Agency Signatures

Marty Jones RJB 9-9-14
 Central District Health (or other Sewer District) Sewer Permit (580-6003) Initial Date

Comment: _____

Jim Shook Colorado State Highway Glueh 09-9-14
 Roadway Jurisdiction Project (MHHD 587-3211) (GFHD 366-7744) Initial Date

Comment: _____

Assessor's Office (Verify Legal Description OR Tax Status If Manufactured Home) (ext 247) Initial Date

Comments: _____

Alan Berenson FC MAFD 9-9-14
 Fire District (MHRFD 587-8986) (Oasis 796-2236) (GFFD 366-2689) Initial Date

Comments: _____

This application is: Approved Approved pending approval of other permit Denied

Remarks: _____

Approval of Land Use & Building Authority _____ Date _____



ELMORE COUNTY LAND USE & BUILDING DEPARTMENT

520 East 2nd South • Mountain Home, ID • 83647 • Phone: (208) 587-2142

Fax: (208) 587-2120 • www.elmorecounty.org

Neighborhood Meeting Sign Up Sheet

Start Time of Neighborhood Meeting: 6:00 pm

End Time of the Neighborhood Meeting: 6:45 pm

Attendees:

	<u>Name</u>	<u>Address</u>
1.	BILL MULDER	76 7304 6126 BOISE ID 83707
2.	CASSIDY NEFF	" " " " "
3.	John Faulkner	19895 1875 Gooding, Id.
4.	Bonnie Harper	1055 N. 17th E. Mtn. Home, ID 83647
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

- 18. _____
- 19. _____
- 20. _____
- 21. _____
- 22. _____
- 23. _____
- 24. _____
- 25. _____

Neighborhood Meeting Certification:

Applicants shall conduct a neighborhood meeting for comprehensive plan amendments, variance, conditional uses, zoning ordinance map amendments and expansions or extensions of nonconforming uses as per Elmore County Zoning and Development Ordinance Section 6-4-3.

Description of the proposed project: Country Music Festival
Notice Sent to neighbors on: August 29, 2014
Date and time of the neighborhood meeting: September 9, 2014 10pm
Location of the neighborhood meeting: Intersection of Hwy 20 & E High Prairie Rd

Applicant:

Name: Idaho Country Concerts
Address: P.O. Box 23638
City: Eugene State: OR Zip: 97402
Telephone: 541-345-9263 Fax: _____

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with the Elmore County Zoning and Development Ordinance Section 6-4-3.

Karama J. Belleck 9/10/2014
Signature: (Applicant) Date

Elmore County Zoning and Development Ordinance

Section 6-4-3: Neighborhood Meetings:

- A. Applicants shall conduct a neighborhood meeting for Comprehensive Plan amendments, variances, conditional uses, zoning ordinance map amendments, expansions or extensions of nonconforming uses, and subdivisions, excluding Planned Community, Planned Unit Development, and Planned Unit Development District applications as specified in this Title.
- B. It shall be the sole duty of the applicant to provide written notice to all property owners or purchasers of record owning property within the radius required in this Title of the exterior boundary of the application property and to all registered neighborhood associations deemed appropriate by the Director. Notice of a neighborhood meeting shall be in addition to, and not in lieu of, mailed radius notices already required by this Title. Notice of neighborhood meeting must be mailed at least ten (10) days prior to the date of the neighborhood meeting.
- C. The purpose of the neighborhood meeting shall be to review the proposed project.
 1. The meeting shall be on a weekend between ten o'clock (10:00) A.M. and seven o'clock (7:00) P.M. or on a weekday between six o'clock (6:00) P.M. and eight o'clock (8:00) P.M. The meeting shall not be on a holiday, a holiday weekend, or the day before a holiday or holiday weekend.
 2. The meeting shall be held at one of the following locations, excluding Planned Community, Planned Unit Development, and Planned Unit Development District applications as specified in this Title:
 - a. On the subject property; or
 - b. At the nearest available public meeting place including, but not limited to, fire station, library, or community center; or
 - c. At an office space with suitable meeting facilities if such facilities are within a one-mile radius of the nearest public meeting place.
- D. The neighborhood meeting shall be conducted prior to acceptance of the application.
- E. The neighborhood meeting shall not be conducted more than six (6) months prior to acceptance of the application.
- F. The application materials shall include written verification of the neighborhood meeting on the forms provided by the Growth and Development Department.

Neighborhood Meeting Template:

Date

To: Property Owner

You are invited to attend a neighborhood meeting at ***location & time*** This meeting is to inform property owners of ***proposed application*** You comments are greatly appreciated as we move forward with our application.

Sincerely,

Name

Concert



Elmore County Land Use & Building Department

520 East 2nd South
Mountain Home, ID 83647
Phone: (208) 587-2142
Fax: (208) 587-2120

Pre Application Meeting Form

Date: 8.28.14 Meeting Location: LUB office, phone with applicant

Elmore County Staff: Alan Christy - Director / Bonnie Harper - Elmore County Economic Development / ~~David Papp, State of ID~~ Rick - ECSD

Applicant Name: idaho country concerts llc

Applicant Email: karama@countrymusicconcerts.com ^{< 541-953-2150} ⁵⁴¹⁻³⁴⁵⁻⁹²⁶³ ^{Tim Karama}

Applicant Address: P.O. Box 23638 Eugene, OR 97402

Property Owner: Sawtooth bracing

Property Address: 800 Acres East End High

Parcel Number: _____

Proposed Use/Application: 4 day festival, RV+Tent Camping

Thursday @ 4⁰⁰ pm - 10⁰⁰ Fri 11⁰⁰ am - 11 pm Sat 11⁰⁰ - 11 Sun 11-11

July 30, 31, Aug 1&2. Food, Beer, Craft Vendors. Volunteer income

Application(s) required: CUP - Campground, Outdoor Rec, Public Address (2),

Notification distance: 1000'

Other requirements: Meet with selected agencies

Additional Meeting Required: Agencies

Case Number: _____

Additional Notes: _____

- 2 stages

-

RECEIVED

SEP 02 2014

By Mail Time

August 29, 2014

Dear: Property Owner

You are invited to attend a neighborhood meeting on site at the intersection of Highway 20 and East High Prairie Road on Tuesday, September 9th, 2014 at 6:00pm. This meeting is to inform property owners of Idaho Country Concerts, LLC proposed 4 day country music festival.

Your comments are greatly appreciated as we move forward with our application. If you are unable to attend the meeting and have questions or comments please contact me by phone at (541) 908-0169 or by email at Tim@emcllc.org.

Sincerely,

Tim Flowerday
Idaho Country Concerts, LLC

Idaho Country Concerts
P.O. Box 23638
Eugene, OR 97402

BOISE ID 837

30 AUG 2014 PM 1 T



Elmore County
150 S. 4th E.
Ste. 3
Mountain Home, ID 83647

83647#3000



PROMOTER: Idaho Country Concerts, LLC
EVENT: Mountain Home Country Music Festival
DATES OF EVENT: July 30 - August 2 2015 / August 4, 5, 6 and 7, 2016

PUBLIC SAFETY PLAN

Mountain Home Country Music Festival is a 4 day outdoor country music concert event. The event is held on private property owned by Sawtooth Grazing Association, Inc. The location of the property is 33 miles east of Mountain Home, Idaho on the North side of Highway 20.

PRIMARY EVENT CONTACTS:

Anne Hankins, President - Idaho Country Concerts, LLC	541-521-2457
Don Leber, Marketing Advertising Director -- Bi Mart Corporation	541-554-7104
Tim Flowerday, Director of Operations -- Idaho Country Concerts, LLC	541-908-0169
Karama Billick, Director of Event Planning -- Idaho Country Concerts, LLC	541-953-2134

ACCESS-CAMPING

E. HIGH PRAIRIE ROAD ENTRANCE/EXIT FOR VENDORS AND CAMPERS camping in the premium and handicapped camping areas of the Festival site entering from Highway 20. This entrance/exit is a maintained two lane gravel road that is temporarily split into multiple check in lanes once they enter the property.

E. SHEEP CAMP ROAD ENTRANCE/EXIT IS FOR ALL OTHER CAMPERS. This access connects with S. Pine Featherville Road which in turn connects to Highway 20.

ACCESS -- DAILY PARKING

E. HIGH PRAIRIE ROAD ENTRANCE/EXIT will be used for **VIP, HANDICAPPED AND VOLUNTEER** parking.

S. PINE FEATHERVILLE ROAD ENTRANCE/EXIT will be used for **DAILY GENERAL ADMISSION** parking.

TWO DIRECT HWY 20 ACCESSES FROM THE VENUE SOUTH TO HWY 20 will be for the EXCLUSIVE USE OF EMERGENCY RESPONDERS, LAW ENFORCEMENT, AMBULANCE AND FIRE/RESCUE RESPONDERS.

ACCESS CONTROL

All traffic/vehicles entering the Festival site must have proper accreditation or passes to enter. This includes all vehicles/traffic other than that of responders (law enforcement, fire and safety).

Entrances/exits will be monitored 24 hours per day for the duration of the event by Security. All vehicles that enter the site will be directed to their appropriate parking or camping area depending upon their pass or accreditation. All law enforcement, fire and rescue vehicles will have **EXCLUSIVE** use of the two entrances to the South of the Venue to Hwy 20 which is the designated exclusive emergency access.

CAPABILITY OF AREA FIRST RESPONDERS

The safety of all who participate either as attendees, volunteers, or staff at the Mountain Home Country Music Festival is of great concern to Idaho Country Concerts, LLC. Therefore, to support the work of the paramedics and responders who assist at the Festival, a 40x40 medical tent with 18 beds, (3) licensed physicians and (3) nurses 24 hours per day will be provided.

The Paramedic team will be provided with maps of the venue and camping areas to assist in their ability to respond quickly to emergencies. This team will arrive on-site with the proper personnel and equipment to provide triage as needed until rescue units can arrive.

ELMORE COUNTY DEPUTIES

To assure the safety of the public, Idaho Country Concerts, LLC will be supplementing Security staff by hiring Elmore County Deputies staff to assist in assuring quiet times are observed, quick response to incidents requiring the intervention of law enforcement and a reassuring presence to families and attendees attending the Mountain Home Country Music Festival.

There shall be a minimum of two officers 24 hours per day, with an increase to four officers during the peak hours of 6:00PM to 2:00AM. The role of this team shall be to create a "presence" that reassures the public of their safety and deters potential problems, while assisting in the enforcement of quiet time. The Deputy team shall also assist Security staff with incident response that requires action beyond the capabilities of Security to assure continued public safety. It shall be the responsibility of the Security staff to assure excellent communications with the Elmore County Deputies. The contract with the Elmore County Sheriff's Office for 2015-16 will be completed at a later date after staffing needs are reviewed.

SECURITY STAFFING

Venue

Fence Line – The fence line shall be patrolled by rovers with a rover stationed at each unique line of fencing. It is important to have a rover not patrolling a line that is broken by a change of direction of fencing as he/she will not have visual capability during parts of their shift allowing potential for passing of items back and forth over the fence.

Crowd Control – There will be teams of rovers within the crowd, each team responsible for a venue block not to exceed a potential participant count of 1500 people. In a venue of 25,000 this would mean 17 teams. The team concept is necessary so that one can engage while another continues observation.

Crowd control shall additionally include 6 rovers in plain clothes working the whole venue. These rovers will have the ability to communicate to the team within a designated area for quick response to incidents.

VIP area will be a welcoming space with perimeter and aisle presence only. The staff in this area will be distributed/staged in such a manner that if something occurs in one staff person's area a second staff person can quickly in-fill to provide backup.

Front of stage and catwalk will be staffed by people with a commanding presence, yet they will be expected to have a high degree of tolerance and the ability to defuse a situation without appearing overtly physically threatening or heavy handed. The numbers here depend upon the performance artist and his/her demeanor and stage presence. Hospitality, artist tents, and meet & greet tent presence will be an unobtrusive team presence. This team will only respond to overt actions by individuals and at the request of the performance artist. They will see themselves more as ambassadors for the venue than an enforcement presence.

ENTRANCE GATES – GENERAL ADMISSION - Entrance gate positions serve as the primary line of defense against unauthorized items entering the venue. Bags and chairs will be checked and attendees wanded. During peak periods, 6 entrance lines will be staffed at the GA entrance. Security will have multiple staff wand and checking bags in each line to assure that attendees are processed quickly with minimal delay. Water will be available to those showing need.

VIP, PREMIUM GENERAL ADMISSION AND HANDICAPPED ENTRANCE - Entrance gate positions serve as the primary line of defense against unauthorized items entering the venue. Bags and chairs will be checked and attendees wanded. During peak periods, 3 entrance lines will be staffed at the VIP, PREMIUM GENERAL ADMISSION AND HANDICAPPED entrance. Security will have multiple staff wand and checking bags in each line to assure that attendees are processed quickly with minimal delay. Water will be available to those showing need. The handicap seating shall be easily accessible to the entrance. For those needing assistance, there will be volunteers to assist them to their seats. Shuttles are available during specific hours, which will be posted at the entrance.

VENDOR ENTRANCE - Entrance will be staffed by Security that will request inspection of questionable packages or containers and check for vendor credentials. Security will also observe the vendors for intoxication and

randomly checking bags to assure compliance of the no alcohol rule for vendors. No unauthorized patrons or personnel shall be allowed through the vendor gate.

Each emergency exit is clearly marked "Emergency" signs. Each emergency exit is a swinging 10-foot fence panel that remains unlocked and maintained by Security.

Alcohol Control – While the minimum standard is 3 monitors for crowds of up to 7,500 and an additional monitor for every additional 2,500, MHCMF will place a monitor for every block of 1500 people. This will mean a staff of 17 roving alcohol monitors for a crowd of 25,000. Monitors will call upon crowd control rovers to assist with incidents so that there is not an interruption in the performance of the monitoring duties.

RV/Campgrounds

Individual Camp/RV Areas – Each designated camping/RV area requires a presence/monitoring and enforcement of quiet hours and no alcohol policy as is safety for all in the area. To achieve this Security will staff each designated area with a roaming team of security officers with transportation. Additionally, the Security staff serving the camp/rv areas will maintain their camp in a central location within the camp/rv areas to assure that they can fully monitor the areas. Quiet time/curfew will be enforced rigidly. This includes the movement of vehicles, loud or unruly behavior, loud music and/or unescorted or unauthorized roaming of any area after curfew. Patrons not observing the officially designated quiet time will be asked to leave the Festival grounds.

In order to respond quickly to public safety/health issues the Elmore County Sheriff's Office shall be contracted to have a team as stated above, which shall include a utility vehicle. The Deputy team, which is on-site 24 hours a day, will assist Security by providing enforcement each evening until quiet time is achieved. This team will also assist on-site Security with public safety enforcement issues should they arise. It shall be the responsibility of Security to maintain excellent communications with the Deputy team so that all issues are logged and addressed in the appropriate manner to assure the peace and safety of all attendees.

Communications

Communications are crucial to the success of the implementation of a security/public safety program that works effectively for MHCMF. To assure that adequate communications are maintained there will be two com centers for the event.

The first com and primary center will be located in the back stage area of the venue. The second com center will be located in the center of the campground/RV areas. Both shall have a staff person 24 hours a day with radio link to the Deputy teams, the operations manager, the other com center, and the overall Security lead, and back up batteries. The radios shall not be allowed to go dead.

Each com center will have a radio and two back up batteries with channels that connect directly to other com center, operations manager and Security lead. Each Deputy team will be provided a placard that lists all names, contacts, and cell phone numbers for all primary ICC, LLC staff.

Each com center will be staffed by a person who has the ability to respond quickly to situations and who can make sure that adjustments in staffing are made quickly to assure that no area is left unstaffed or unsupported. It shall be the further responsibility of each com center staff person to log and document all incidents, communications with Deputies, or changes in staffing. Radios in use during the festival shall have the ability to do an emergency "all-call" locking all radios to one channel for emergency communications.

NOTE: Additionally located backstage will be the Elmore County Mobile Command Center which will host Elmore County Sheriff Office staff and a 911 Dispatcher during peak hours.

Daily

The health of any plan or organization is dependent upon ability to adjust to needs and changing conditions. In order to evaluate the success and implementation of this security/public safety program ICC, LLC will meet with staff, Security leads and a representative from the Deputies team each day prior to opening of the venue. This will allow ICC, LLC to make the adjustments necessary to assure the continued success of the plan and the safety of our attendees.

SAFETY LIGHTING

Approximately 45 light towers will be placed on the exterior of the venue property to ensure property safety and lighting to our ticket holders in the camping and parking areas. Approximately 10 light towers and (20) 1500 watt light balloons will be placed inside the gated venue to provide safety and lighting to our ticket holders inside the concert venue.

ALCOHOLIC BEVERAGES

Alcoholic beverages (beer and wine) are sold and served in the enclosed concert venue areas approved by the State of Idaho. All beer and wine areas (the venue) are secured using 6 ft. cyclone fencing. Service in the beer and wine area is mandatory "21 and Over." The licensed 3rd party concessionaire for the 2014 event will be Idaho Country Concerts, LLC and its staff are responsible for checking proper identification in each beer and wine area. Event will follow control plan submitted for approval on all issues such as; carding of guests, identifying signs of intoxication, monitoring alcohol consumption, etc. **Security** as well as event staff will also monitor the entrance and exit to make sure no outside alcoholic beverages are allowed into the concert-viewing venue.

NO alcoholic beverages of any kind will be allowed out of the beer & wine designated area...or to be brought into the concert venue through the main concert gate. Security upon entry into the concert venue, will check all backpacks, purses and containers daily visually and with security wands that pick up metal in beer tabs or alcohol lids.

EVENT HOURS OF OPERATION

July 30, 2015 – Gates open at 4:00pm and close at 10:00pm
July 31, 2015 – Gates open at 10:00am and close at 11:00pm
August 1, 2015 – Gates open at 10:00am and close at 11:00pm
August 2, 2015 – Gates open at 10:00am and close at 11:00pm

August 4, 2016 – Gates open at 4:00pm and close at 10:00pm
August 5, 2016 – Gates open at 10:00am and close at 11:00pm
August 6, 2016 – Gates open at 10:00am and close at 11:00pm
August 7, 2016 – Gates open at 10:00am and close at 11:00pm

NOISE LIMITATIONS

Daily performances will be scheduled on the main concert stage beginning at approximately 11:00am, with performances on the acoustic stage beginning at 9:00am daily. The final performance of each day will end at 11:00pm. All sound checks conducted during the festival will be between the hours of 9am and 11:00am.

Sound levels shall not exceed 55 d.b.a. at a distance greater than 1000 feet of the property boundary in which the event is held. The event property being designated by the Full Site map attached to this permit application.

ATTENDANCE AND PARKING

The EVENT will cap festival attendance at 18,000 ticket holders in 2015 and 25,000 ticket holders in 2016. Overnight RV and Tent campers will be capped at 9000 people. The event will provide up to 8,500 daily 10 ft. X 16 ft. parking spaces. For overnight campers, the event will cap RV/TENT campsites at 4500 available spaces. See attached Full Site map.

SMOKING

Smoking will be allowed in the concert venue in designated smoking areas.

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FIRE AND LIFE SAFETY PLAN

The Mountain Home Country Music Festival is a 4 day outdoor country music concert and camping event held on the private property owned by Sawtooth Grazing Association, Inc.

The property is located 33 miles east of Mountain Home, Idaho off of Highway 20.

EMERGENCY ACCESS

DIRECT ACCESS FROM THE VENUE TO HWY 20 TO THE SOUTH AT TWO ENTRANCES will be for the **EXCLUSIVE USE OF EMERGENCY RESPONDERS, LAW ENFORCEMENT, AMBULANCE AND FIRE/RESCUE RESPONDERS.**

The property venue is accessible from two directions in case of emergency. From the west, law enforcement, fire and rescue units will have approximately 33 miles to travel from Mountain Home. From the east, law enforcement, fire and rescue units will have approximately 24 miles to travel from Fairfield, Idaho and 63 miles from Hailey, Idaho.

The festival grounds will have easily viewed directional signs for easy access. The primary concert venue will include an INFORMATION BOOTH that is equipped with two-way radio communication to all team leaders, management staff, Security, Elmore County Deputies and paramedics.

ENTRANCE GATES

GENERAL ADMISSION - Entrance gate positions serve as the primary line of defense against unauthorized items entering the venue. Bags and chairs will be checked and attendees wanded. During peak periods, 6 entrance lines will be staffed at the GA entrance. Security will have multiple staff wanding and checking bags in each line to assure that attendees are processed quickly with minimal delay. Water will be available to those showing need.

VIP, PREMIUM GENERAL ADMISSION AND HANDICAPPED ENTRANCE - Entrance gate positions serve as the primary line of defense against unauthorized items entering the venue. Bags and chairs will be checked and attendees wanded. During peak periods, 5 entrance lines will be staffed at the VIP, PREMIUM GENERAL ADMISSION AND HANDICAPPED entrance. Security will have multiple staff wanding and checking bags in each line to assure that attendees are processed quickly with minimal delay. Water will be available to those showing need. The handicap seating shall be easily accessible to the

entrance, those needing assistance, there will be volunteers to assist them to their seats. Shuttles are available during specific hours, which will be posted at the entrance.

VENDOR ENTRANCE - Entrance will be staffed by Security that will request inspection of questionable packages or containers and check for vendor credentials. Security will also observe the vendors for intoxication and randomly checking bags to assure compliance of the no alcohol rule for vendors. No unauthorized patrons or personnel shall be allowed through the vendor gate.

Each emergency exit is clearly marked "Emergency" signs. Each emergency exit is a swinging 10-foot fence panel that remains unlocked and maintained by Security.

MEDICAL SUPPORT

The safety of all who participate either as attendees, volunteers, or staff at the Mountain Home Country Music Festival is of great concern to Idaho Country Concerts, LLC. Therefore, to support the work of the paramedics and responders who assist at the Festival, a 40x40 medical tent with 18 beds, (3) licensed physicians and (3) nurses 24 hours per day will be provided.

LIGHTING

Lighting for the festival grounds will be provided by light towers. Approximately 45 light towers will be placed on the exterior of the venue property to ensure property safety and lighting to our ticket holders in the camping and parking areas. Approximately 10 light towers and (20) 1500 watt light balloons will be placed inside the gated venue to provide safety and lighting to our ticket holders inside the concert venue.

CAMPING

Open campfires are strictly prohibited on the festival grounds. All RV and Tent campers are required to use propane camping gear and/or propane BBQ's. There will be a strictly enforced **No Alcohol Policy** for the camping areas.

DESIGNATED SMOKING AREAS

There are designated smoking areas inside the venue that are clearly marked. Two (2) smoking areas are in the Campground area(s) and two (2) smoking areas are located within the venue.

VIP SEATING

VIP fixed seats are white chairs. Each row of seating is separated by 24 inches of space. Fire safety. There is a two foot safety moat surrounding the cat walk that will have portable safety barricades which will secure a quick and easy exit from VIP area as well as exterior lanes. Cat walk will be monitored by Security.

To comply with all of the mandated State of Idaho fire rules and regulations, Mountain Home Country Music Festival is utilizing the general fire safety (Fair and Festival) policy outline provided by the State

Fire Marshall's office. Mountain Home Country Music Festival will maintain a close working relationship with the State Fire Marshall to comply with all of these regulations, which pertains to all parties and aspects of this festival.

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ASSEMBLY PLAN

Mountain Home Country Music Festival is a 4 day outdoor country music concert event. The event is held on private property owned by Sawtooth Grazing Association, Inc. The location of the property is 33 miles east of Mountain Home, Idaho off Highway 20 bordered by S. Pine Featherville Road, E. Sheep Camp Road and E. High Prairie Road. The festival site is on approximately 800 acres and sits on the north side of Highway 20.

ACCESS-CAMPING

E. HIGH PRAIRIE ROAD ENTRANCE/EXIT FOR VENDORS AND CAMPERS camping in the premium and handicapped camping areas of the Festival site entering from Highway 20. This entrance/exit is a maintained two lane gravel road that is temporarily split into multiple check in lanes once they enter the property.

E. SHEEP CAMP ROAD ENTRANCE/EXIT IS FOR ALL OTHER CAMPERS. This access connects with S. Pine Featherville Road which in turn connects to Highway 20.

ACCESS – DAILY PARKING

E. HIGH PRAIRIE ROAD ENTRANCE/EXIT will be used for **VIP, HANDICAPPED AND VOLUNTEER** parking.

S. PINE FEATHERVILLE ROAD ENTRANCE/EXIT will be used for **DAILY GENERAL ADMISSION** parking.

TWO DIRECT HWY 20 ACCESSES FROM THE VENUE SOUTH TO HWY 20 will be for the **EXCLUSIVE USE OF EMERGENCY RESPONDERS, LAW ENFORCEMENT, AMBULANCE AND FIRE/RESCUE RESPONDERS.**

TRAFFIC CONTROL

Prior to Event attendees will be issued color coded placards for easy visibility for flaggers to implement traffic flow. ICC, LLC will also educate traffic options via Website, Social Media, and E-Blasts multiple times before Festival. Contracted certified flaggers will incorporate video messaging signs to direct, warn and educate traffic. ICC, LLC will provide a traffic plan for approval that includes signage and flagger stations.

FLAGGING – Entrance/Exits to Festival Site

E. High Prairie Road entrance/exit, S. Pine Featherville Road entrance/exit, and E. Sheep Camp Road entrance/exit will be staffed with certified flaggers with all necessary equipment and signage to assure the safety of the flaggers and the public. Flaggers will be positioned so that those entering the site will be directed through general admission parking, VIP/Handicapped parking and the main road to all camping areas. Entrances/exits will be monitored 24 hours per day for the duration of the event by a licensed Security firm. All vehicles that enter the site will be directed to their appropriate parking or camping area depending upon their pass or accreditation. All law enforcement, fire and rescue vehicles will have use of the exclusive emergency designated property access route to Highway 20. 911 calls are monitored onsite at the Sheriff Command center by dispatchers who then dispatch according to incident, (i.e. Elmore County Deputies, Paramedics, and designated Security) during peak hours and by Paramedics during off-peak hours.

Date	Shift	Hours	Employees	Total Hours
Thursday of event	10AM – 9PM	11	11	121
Friday of event	9AM – 12AM	15	15	225
Saturday of event	9AM – 12AM	15	15	225
	3PM – 12AM	9	15	135
Sunday of event	9AM – 12AM	15	15	225
	3PM – 12AM	9	15	135
Monday day after	8AM – 12PM	4	12	48

All entrances will have multiple stacking lanes with Festival volunteer greeters checking credentials and providing them with a Festival Booklet (includes map of venue, map of camping/parking, concert and camping rules). Festival Greeters will direct them to their appropriate destination.

CAMPING – Designated hosts will lead them to their designated camping space.

PARKING - Experienced parkers, mounted posse if possible, will direct daily attendees to General Admission, VIP and Handicapped parking space.

FESTIVAL ATTENDANCE

Idaho Country Concerts, LLC is anticipating the attendance for the 2015 Mountain Home Country Music Festival to be 18 thousand daily attendees and attendance for 2016 to be 25 thousand daily attendees. Idaho Country Concerts, LLC will cap overnight RV/TENT camping guests at 9,000 total guests on the site.

COMMUNICATION

Idaho Country Concerts, LLC will implement two-way radio communications with the Operations Director, Director of Event Planning, Parking (Mounted Sheriff Posse or parkers), RV/TENT Team Leader, Security, Fire Protection and Rescue Services for the 2015 & 2016 Mountain Home Country Music Festival. Security and Paramedics/Medical Staff will have designated radio channels and the ability to communicate with Management Staff, Site Leaders, Elmore County Deputies, and Camp Hosts. Team Leaders will be responsible for monitoring their respective assigned radio frequency. Information placards providing a list of assigned channels (frequencies) and supervisor cell numbers will be provided to those Team Leaders and Supervisors carrying radios. The festival Command Center (see Public Safety Plan) will monitor all communications to assure that incidents and emergency needs are responded to in an appropriate manner. Radios in use during the festival shall have the ability to do an emergency "all-call" locking all radios to one channel for emergency communications. 911 traffic shall be monitored by the Sheriff Command center which will operate during peak evening hours and by pagers held by the Paramedics during off-peak hours.

PARAMEDICS AND FIRST AID

A primary first-aid tent staffed with licensed paramedics, doctors and nurses licensed to practice in the State of Idaho will be set up inside the concert venue and available to all concert attendees. The first aid tent will be clearly signed with a FIRST AID sign in red. While the concert venue is open, licensed paramedics are available to treat all first aid needs on site. When the concert venue is closed, paramedics will be available to respond to calls outside the concert venue, anywhere needed on the Festival Site on a 24 hour basis during the festival.

Paramedics/Medical Staff are housed in RV's on site and have access to a 40x40 medical tent with 22 beds, (3) licensed physicians and (3) nurses 24 hours per day.

Communication will be maintained at all times between festival staff, Security and the paramedics/medical staff by radio and through the Command center. The paramedics will remain on site 24 hours a day during the duration of the festival, from 5pm Thursday of the event week through Monday 12:00 pm following the event each year. ICC, LLC will contract to have an ambulance unit on site for the duration of the event.

Paramedics and responding transport will be provided with site maps indicating all camping areas so that they can respond to the appropriate camp site or area within the Festival grounds in a timely manner.

PRIMARY EVENT CONTACTS:

Anne Hankins, President - Idaho Country Concerts, LLC 541-521-2457

Don Leber, Marketing Advertising Director – Bi Mart Corporation 541-554-7104

Tim Flowerday, Director of Operations – Idaho Country Concerts, LLC 541-908-0169

Karama Billick, Director of Event Planning – Idaho Country Concerts, LLC 541-953-2134

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SANITATION PLAN

The Mountain Home Country Music Festival has secured the services of a **reputable, licensed Sanitary Services provider** to provide all portable toilets, handicapped toilets, hand washing stations, portable shower facilities, gray water food service disposal, camping and solid waste facilities necessary to serve the proposed amount of guests and ticket holders at this event.

POTABLE WATER

Potable and drinking water is available on-site at the festival water station located adjacent to the 2nd entrance gate leading into the primary festival property and at a water station inside the festival venue in the service corridor for the food vendors. **(2015 & 2016 water analysis reports to be attached, within 30 days of actual event)** Food vendors needing potable water will have access to potable water manifolds connected to the tested well. Food vendors can also provide their own water source under the supervision and regulation of the Elmore County Health Department. Hand washing units are provided in the event food vendor area to maintain sanitary food service conditions. Food vendors also have access to (10) 150-gallon disposal tanks for all gray water and grease disposal.

RV CAMPERS

RV campers are required to be self-contained. Each camper will have the opportunity to dump their waste through appointment with the Sanitary Service provider. In regards to potable water for RV's, RV campers can leave the venue to fill their tanks or use the festival water station near the entrance gate free of charge. Additionally, RV campers may request potable water for the refilling of their RV's storage tanks for a fee by calling a designated cell number provided in the camping handbook. Portable toilet facilities will be placed in the RV camping area to accommodate those RV campers who choose not to use their RV units for personal waste. Portable hand washing units will be placed in the same area as portable toilet facilities.

TENT CAMPERS

Tent campers are required to provide their own potable, bottled water or may use water station near the entrance gate free of charge (Tent campers must provide container to carry water). Portable toilet units will be placed in tent camping area to accommodate the total number of campers required by

State and County health regulations. Hand washing units will be placed in the same area as portable toilet units. A minimum of three gray water disposal tanks will be in the tent camping area.

WASTE DISPOSAL

On Friday, Saturday and Sunday morning during the festival, **the Sanitary Services Provider** will enter the festival grounds to dump and service all restroom waste and gray water disposal tanks, as well as hand washing stations and holding tanks for the portable shower units.

TRASH DISPOSAL

All trash and recyclables will be disposed of by volunteer staff as directed by the ICC, LLC Operations Coordinator. The event places 32-gallon garbage cans throughout all areas of the festival property, including the main concert venue, backstage and RV and Tent camping areas. All trash is bagged using heavy-duty garbage bags. Garbage bags are made available to both Tent and RV Campers so that they can bag waste and place the filled bags at the designated collection sites, which will be next to each portable restroom station throughout the campgrounds. Volunteer staff will then on a scheduled rotation pickup those bags at the designated collection sites and take them to place in the dumpsters located in the composting shed on the main road into the venue. The local waste hauler will be contracted to provide and haul the dumpsters as necessary to assure that no garbage remains on the site. At the end of the festival after the campers are gone, Volunteers will sweep the property and place any remaining trash in a final dumpster to be hauled. As per agreement with the hauler, they will provide:

8x30 yd. Drop Boxes, 6 for garbage and 2 for co-mingle

Delivered – On the Monday prior to the event weekend

These boxes are scheduled for one dump when removed but may also be dumped as needed.

ON-SITE FACILITIES

The 2015 MHCMF event permit is written to allow 18,000 guests and attendees. This requires the event to have at least 215 portable toilets on call. The event anticipates a crowd of twenty one thousand five hundred attendees and will have at least 215 portable toilets on-site. The 2016 BWCMF event permit is written to allow 25,000 guests and attendees. This requires the event to have at least 250 portable toilets on call. The event anticipates a crowd of twenty five thousand attendees and will have at least 250 portable toilets on-site.

Regular Toilets: 250 (Dispersed in camping areas and main concert venue)

Handicapped Toilets: 30 (Dispersed in camping areas and main concert venue)

Hand Washing Sinks: 125 (Dispersed in food court, beer garden, and main venue)

Waste Water Holding Tanks (150 gallon): 10 (Vendor Area) 6 (Camping Area (2) RV Area and (4) Tent Area)

TRASH CARTS

Garbage Containers: 250 (Dispersed throughout site)

Recycle Units: 70 (Dispersed throughout venue)

PORTABLE SHOWER UNITS

Portable shower units will be provided. These units will have designated showers for men and women. There will be a minimum of 20 shower stalls with the units being cleaned between users by MHCMF volunteers. The units will be connected to a water line, but will also have a reserve tank with pump, in the event that for some unforeseen reason the water system has a temporary failure. The Sanitary Service Provider will remove the waste water as needed to assure that the system remains safe for public use. All gray water removed from the festival grounds, including used shower water.

PM_PAR_15	PM_MAIL_NM	PM_MAIL_A1	PM_MAIL_A2	PM_MAIL_CT	PM_MAIL_ST
RP01S10E136610A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID
RP01S10E149010A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID
RP01S10E230025A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID
RP01S10E240020A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID
RP01S10E242410A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID
RP01S10E135010A	FAULKNER LAND & LIVESTOCK INC	1989 S 1875 E		GOODING	ID
RP01S10E139010A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID
RP01S10E135400A	HALF MOON LLC	911 E WINDING CREEK DR	STE #150	EAGLE	ID
RP01S10E131300A	HALF MOON LLC	911 E WINDING CREEK DR	STE #150	EAGLE	ID
RP01S10E131200A	HALF MOON LLC	911 E WINDING CREEK DR	STE #150	EAGLE	ID
RP01S10E140100A	HALF MOON LLC	911 E WINDING CREEK DR	STE #150	EAGLE	ID
RP01S10E140200A	HALF MOON LLC	911 E WINDING CREEK DR	STE #150	EAGLE	ID
RP01S10E147710A	FAULKNER LAND & LIVESTOCK INC	1989 S 1875 E		GOODING	ID

PAR_15	PM_MAIL_NM	PM_MAIL_A1	PM_MAIL_A2	PM_MAIL_CT	PM_MAIL_ST	PM_MAIL_ZP
S10E136610A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S10E240020A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S10E242410A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S11E189010A	TREE TOP RANCHES LP	P O BOX 8126		BOISE	ID	83707
S11E190020A	TREE TOP RANCHES LP	P O BOX 8126		BOISE	ID	83707
S11E180600A	U S A	IDAHO STATE OFFICE	1387 SOUTH VINNELL WAY	BOISE	ID	83709
S10E135010A	FAULKNER LAND & LIVESTOCK INC	1989 S 1875 E		GOODING	ID	83330
S10E139010A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S10E131845A	HALF MOON LLC	911 E WINDING CREEK DR	STE #150	EAGLE	ID	83616
S10E131900A	HALF MOON LLC	911 E WINDING CREEK DR	STE #150	EAGLE	ID	83616
S10E135400A	HALF MOON LLC	911 E WINDING CREEK DR	STE #150	EAGLE	ID	83616
S10E131300A	HALF MOON LLC	911 E WINDING CREEK DR	STE #150	EAGLE	ID	83616
S10E131200A	HALF MOON LLC	911 E WINDING CREEK DR	STE #150	EAGLE	ID	83616

PAR_15	PM_MAIL_NM	PM_MAIL_A1	PM_MAIL_A2	PM_MAIL_CT	PM_MAIL_ST	PM_MAIL_ZP
S10E136610A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S10E240020A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S10E242410A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S11E189010A	TREE TOP RANCHES LP	P O BOX 8126		BOISE	ID	83707
S11E190020A	TREE TOP RANCHES LP	P O BOX 8126		BOISE	ID	83707
S11E330210A	PARKE, STEPHEN H	8984 E DEVILS TAIL LANE		KING HILL	ID	83633
S11E339800A	PARKE, STEPHEN H	8984 E DEVILS TAIL LANE		KING HILL	ID	83633
S11E342420A	STATE OF IDAHO	P O BOX 8028		BOISE	ID	83707
S11E343740A	PARKE, STEPHEN H	8984 E DEVILS TAIL LANE		KING HILL	ID	83633
S11E344800A	PARKE, JUANITA PAULINE LE	8204 E JOHN PARKE ROAD		KING HILL	ID	83633
S11E348700A	PARKE, STEPHEN H	8984 E DEVILS TAIL LANE		KING HILL	ID	83633
S11E030020A	PARKE, STEPHEN H	8984 E DEVILS TAIL LANE		KING HILL	ID	83633
S11E032510A	STATE OF IDAHO	P O BOX 83720		BOISE	ID	83720
S11E033040A	CASA DEL NORTE LP	11204 N BAR 21 DR		GLENNS FERRY	ID	83623
S11E040010A	U S A	IDAHO STATE OFFICE	1387 SOUTH VINNELL WAY	BOISE	ID	83709
S11E340010A	U S A	IDAHO STATE OFFICE	1387 SOUTH VINNELL WAY	BOISE	ID	83709
S10E139010A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S11E337215A	SMITH, DALE W COL	8204 E JOHN PARKE ROAD		KING HILL	ID	83633
S10E246000A	HELMICK, KEITH O'NEIL	16 E INDIAN CREEK ROAD		BOISE	ID	83716
S11E196000A	HELMICK, KEITH O'NEIL	16 E INDIAN CREEK ROAD		BOISE	ID	83716

PAR_15	PM_MAIL_NM	PM_MAIL_A1	PM_MAIL_A2	PM_MAIL_CT	PM_MAIL_ST	PM_MAIL_ZP
S10E136610A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S10E149010A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S10E230025A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S10E239005A	STATE OF IDAHO	P O BOX 8028		BOISE	ID	83707
S10E239995A	WILSON, ANN T	P O BOX 33		HAMMETT	ID	83627
S10E240020A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S10E242410A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S10E139010A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S10E246000A	HELMICK, KEITH O'NEIL	16 E INDIAN CREEK ROAD		BOISE	ID	83716

PAR_15	PM_MAIL_NM	PM_MAIL_A1	PM_MAIL_A2	PM_MAIL_CT	PM_MAIL_ST	PM_MAIL_ZP
S10E240020A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S11E179010A	TREE TOP RANCHES LP	P O BOX 8126		BOISE	ID	83707
S11E189010A	TREE TOP RANCHES LP	P O BOX 8126		BOISE	ID	83707
S11E190020A	TREE TOP RANCHES LP	P O BOX 8126		BOISE	ID	83707
S11E199310A	ELMORE COUNTY	150 S 4TH E STE 3		MTN HOME	ID	83647
S11E200030A	TREE TOP RANCHES LP	P O BOX 8126		BOISE	ID	83707
S11E293010A	HELMICK, KEITH O'NEIL	16 E INDIAN CREEK ROAD		BOISE	ID	83716
S11E300010A	HELMICK, KEITH O'NEIL	16 E INDIAN CREEK ROAD		BOISE	ID	83716
S10E139010A	SAWTOOTH GRAZING ASSOC INC	C/O HARRY LE MOYNE	1130 LAWNDALE DR	TWIN FALLS	ID	83301
S10E246000A	HELMICK, KEITH O'NEIL	16 E INDIAN CREEK ROAD		BOISE	ID	83716
S11E196000A	HELMICK, KEITH O'NEIL	16 E INDIAN CREEK ROAD		BOISE	ID	83716
S11E206000A	HELMICK, KEITH O'NEIL	16 E INDIAN CREEK ROAD		BOISE	ID	83716

Beth Bresnahan

From: Alan Christy <achristy@elmorecounty.org>
Sent: Thursday, August 28, 2014 2:27 PM
To: bbresnahan@elmorecounty.org
Subject: FW: 1st draft
Attachments: image001.gif; Untitled attachment 00037.htm; 2015-16 Assembly Plan.doc; Untitled attachment 00040.htm; 2015-16 Fire Life Safety Plan.docx; Untitled attachment 00043.htm; 2015-16 Public Safety Plan.doc; Untitled attachment 00046.htm; 2015-16 Sanitary Facilities Plan.doc; Untitled attachment 00049.htm

fyi

Alan Christy

Director

Elmore County Land Use & Building Department

520 East 2nd South, Mountain Home, ID 83647

Ph: (208) 587-2142 ex. 269 \ Fax: (208) 587-2120

achristy@elmorecounty.org \ www.elmorecounty.org

From: Bonnie Harper [<mailto:bonnie.harper12@gmail.com>]

Sent: Thursday, August 28, 2014 10:22 AM

To: Alan Christy

Subject: Fwd: 1st draft

Sent from my iPhone

Begin forwarded message:

From: Tim Flowerday <Tim@emcllc.org>

Date: August 28, 2014 at 9:42:07 AM MDT

To: Karama Billick <karama@countrymusicconcerts.com>, Bonnie Harper <bonnie.harper12@gmail.com>

Subject: 1st draft

Mountain Home Country Music Festival (the event)
Idaho Country Concerts, LLC
(the company)

EMERGENCY MANAGEMENT PROCEDURE

The following definitions have been agreed on with the Event Organizer:

I. UNTOWARD INCIDENTS:

An untoward incident is defined as a routine occurrence that negatively impacts the safe running of the event and does NOT require deputies to assume coordination of incident resolution. Despite effective planning there may be situations that are determined to be untoward incidents. If Idaho Country Concerts, LLC does not address such circumstances effectively, a more serious emergency situation may result. Resolution of such routine occurrences is an intrinsic part of the management of the event. Given their lack of predictability, appropriate contingency arrangements have been implemented to manage these situations from MHCMF. MHCMF may retain responsibility for coordination of the response even if Emergency Service assistance has been requested. However, the **Liaison Officer (LO)**, who is an employee of Idaho Country Concerts, LLC, Inc., in consultation with the Operational Commander (OC), may decide that circumstances warrant further intervention. MHCMF will then provide assistance to the deputies as required.

II. EMERGENCY SITUATIONS:

An emergency situation is defined as an occurrence that poses a threat of serious injury, loss of life or a breakdown in public order and does require deputies to assume the coordination of its resolution. Employees of Idaho Country Concerts, LLC and the contracted security must be aware of their own ability to cope and recognize the occurrence of or escalation to emergency situations. In such circumstances, responsibility for coordination of the response will pass to the Deputy. The **LO** in consultation with the **OC** will be responsible for coordination of the response. During emergency situations it is essential that MHCMF (through the **LO**) consults the **OC** and seeks advice on the most efficient deployment of the hired Security Staff. All Security and Officials will have a thorough understanding of the appropriate contingency arrangements. Additionally, it is recognized that circumstances may exist that cause a major incident to be declared.

III. COMMUNICATION:

MHCMF will utilize its Public Address System for emergency announcements, as determined in conjunction with the **LO** in consultation with the **OC**. Back-up systems will be in place. In most emergency situations, the deployed resources available to the Emergency Services Teams will be sufficient to ensure effective resolution. In all situations, information flow will run through the **LO**. The **LO** will liaise with the **OC** to pass information to the Security Supervisors. Security Supervisors will remain in contact with MHCMF through radio links. Radios in use during the festival shall have the ability to do an emergency "all-call" locking all radios to one channel for emergency communications. Security Supervisors have the responsibility to communicate vital information necessary to react to any incident or situation that may arise throughout the course of the festival to their security staff. Effective communication is key.

IV. IDENTIFICATION:

Idaho Country Concerts, LLC President: Anne Hankins
(541) 521-2457
anne@countrymusicconcerts.com

MHCMF: Mountain Home Country Music Festival
Anne Hankins (541) 521-2457

ICC, LLC: Idaho Country Concerts, LLC
Anne Hankins (541) 521-2457

Liaison Officer (LO): (TBD) an employee designated by MHCMF

Operational Commander (OC): (TBD) designated individual of Elmore County Deputies

Head of Security:

Operations Manager: Tim Flowerday, Event Management Consultants, LLC
(541) 908-0169

Site Operations Office: Tim Flowerday, Event Management Consultants, LLC
(541) 908-0169

Site Personnel Lead Person: Tim Flowerday, Event Management Consultants, LLC
(541) 908-0169

Contracted electrical distribution personnel:
Tim Flowerday, Event Management Consultants, LLC
(541) 908-0169

Bi-Mart Representative: Don Leber, Bi-Mart
(541) 554-7104
don.leber@bimart.com

V. EMERGENCY SITUATION RESPONSE PLANS:

In the event of an **untoward incident**, the MHCMP LO will manage the response of Security Staff through normal radio links. An untoward incident will require a localized response, which should not require general broadcast. An announcement will not be made over the PA unless absolutely necessary. Determination of PA announcements will be made by the LO. Communication of an untoward incident will be made through security staff radios and shall be confined to incident staff in the general response area. Wide dissemination to other security staff will be made at the discretion of the LO. In all cases of an untoward event, efforts will be made to manage information in an attempt to prevent a general public panic.

In the event of a potential **emergency situation**, the Deputies will require the assistance of MHCMP in the communication of essential information to Security Staff and members of the public. As previously stated, information flow will run through the LO unless otherwise stated. A flexible **Emergency Situation Response Plan** will be implemented as follows:

DRAFT

A. GENERAL EMERGENCY SITUATION RESPONSE PLAN:

1. Any Security Staff becoming aware of a potential **untoward** incident or **emergency situation** must provide a situation report (SITREP) to the **LO** immediately, preferably by radio. The SITREP will include (Who, What, When, Where, Why):
 - a) **Who:** Number of people involved, age if it can be determined, etc...
 - b) **What:** Type of incident (fight, drunk person, fire, etc...)
 - c) **When:** Is the situation ongoing or has it been resolved already? How long has it been ongoing?
 - d) **Where:** Location of incident (specific section, parking area, camping, etc...)
 - e) **Why:** Any and all information deemed essential to the effective management of the situation.
2. On receipt of a SITREP, MHCMF (**LO**) will conduct an assessment in conjunction with the Head of the Security and **OC** to determine if the circumstances do, in fact, amount to a potential emergency situation. If assessed as such, the Emergency Situation Response Plan will be implemented. Otherwise MHCMF will manage the incident as an untoward incident.
3. MHCMF will halt any performances if deemed necessary after assessment. Only the ICC, LLC President or the **LO** may halt a performance.
4. Although there are natural breaks in the performances, any unplanned stoppage could indicate a possible emergency situation and create a public panic.
5. In the event a performance stoppage is necessary, MHCMF will instruct the Public Address System Controller to make the following announcement: "*COULD WE PLEASE ASK THE CROWD TO BE PATIENT. THERE WILL BE A SHORT DELAY*". Additional announcements will be directed or made by the MHCMF President, the **LO** or the **OC**. No other party may direct or make an announcement on the public address system.
6. Radio traffic, unless essential, will be restricted to that between the initial caller and MHCMF's **LO** and/or the **OC**. Any deviation from this protocol will be instigated by MHCMF.
7. MHCMF will consult with the **LO** and **OC** to determine the appropriate action plan required responding to the prevailing circumstances.
8. The Action Plan will then be relayed by radio to Deputies and Security Staff.
9. If evacuation of part or all of the Festival Site is required, Security Staff and Deputies will prevent re-entry without specific permission from MHCMF. Reentry determination will be a combined decision of the MHCMF President, the **LO** and the **OC**.
10. MHCMF will advise Security Staff of their appropriate Post-Emergency Situation reporting procedure.

B. CROWD MANAGEMENT PLAN:

1. In the unlikely event that there is a crowd surge in any of the entertainment areas, the following steps will be taken:
2. Extra security staff will be radioed in from other parts of the site to help manage the situation. Either the LO or Head of Security can make this decision.
3. Security will stay in the 'pit' area below the stage to make sure barriers remain upright and to bring any distressed public into the pit area should they be immobilized against the barrier.
4. All stage areas have crowd barriers placed at a clear distance from the stages to ensure security have room to work as well as to prevent access on to stage by ticket holders
5. Security will be on the entrance to ensure correct numbers are maintained in the entertainment areas.
6. First Aid will be radioed to the area to treat anyone in need.
7. If necessary, the music will be stopped and an announcement made on stage by MHCMF to ask the crowd to step back and calm down. The decision to make a public address announcement may only be made by the MHCMF President or the LO.

C. CONTINGENCY FOR FIRE HAZARDS, BOMB THREATS, SUSPICIOUS PACKAGES / VEHICLES:

The following three issues are considered emergency situations. The Deputies will take the lead in dealing with all of these situations. The following information has been given to the Security Staff regarding these hazards, however the Security Staff will respond at the direction of the OC with information passed through the LO. Deputies should be aware of these general guidelines; however, they should act in accordance with their normal established procedures with the information that is passed through the LO by way of a situation report.

1. Fire Hazards:

- a) The risk of fire in the vicinity of the Event is always present, particularly in the following key locations:
 - i) Mobile catering facility areas
 - ii) Generator locations
 - iii) Camping areas (camp fires/grilling/etc...)
- b) Security Staff and Site Personnel will be deployed in high-risk areas and have access to relevant equipment. The Fire Marshall has sanctioned all equipment for use. Although properly equipped, Security Staff and Site Personnel should only tackle a fire provided it will not endanger life and only once the immediate area has been evacuated. It is essential that, even if extinguished, all fires are reported to the Fire Department Staff on-site.
- c) Where possible, site personnel will close off only a limited area of the site to avoid mass crowd migration.
- d) All public vehicle movement will be suspended on site to keep access clear for emergency vehicles.
- e) Extra Security Staff will be deployed in specific areas to ensure pedestrians do not obstruct emergency vehicle access.

2. Bomb Threats:

MHCMF and the Security Staff must be aware of the potential, however negligible, of bomb threats and the ensuing actions that must be taken. Bomb threats may be received by any agency. In the event a bomb threat is received, the LO and OC must be informed immediately via a SITREP. The OC, with assistance of the LO, will be responsible for the coordination of the response to a bomb threat in accordance with agreed Curry County procedures.

3. Suspicious Packages and Vehicles/Potential Gun Use:

Even without the receipt of a specific bomb threat, Security Staff must remain vigilant as regards the possibility of the discovery of suspect packages, vehicles or the potential of unauthorized weapons on-site. Security Staff should make a cursory check of their area of responsibility when they commence patrol.

- a) If a suspicious package or vehicle is discovered, it should not be touched or moved.
- b) If a person with an unauthorized gun or weapon is identified, they should not be confronted.
- c) The LO should be informed as soon as possible via a SITREP. The LO will notify the OC immediately.
- d) The OC will be responsible for the coordination of the response. If the OC, following consultation with MHCMF, decides that the appropriate response to an emergency situation is to activate an Action Plan that includes a partial or full evacuation, guidance pertinent to the implementation of the Action Plan is as follows:
 - i) MHCMF will utilize the Public Address system to broadcast clear and concise instructions to the crowd to move in accordance with the Action Plan.
 - ii) Public co-operation should be requested and some reasoning behind the need to move explained.
 - iii) Security Staff and Deputies should actively encourage the crowd to move in accordance with the public address announcement. They must attempt to reassure and calm the crowd. In the event of a failure of the public address system, Security Staff and Deputies will communicate information using portable loudhailers or megaphones.

Special NOTE: radios and mobile phones should not be used within 25 meters of suspicious packages or vehicles to prevent accidental activation.

- iv) Should the Action Plan be in response to a person with a gun, a public announcement will take place in a quiet manner so as not to alert suspect of discovery. Within the immediate danger perimeter Deputies and Security Staff will quietly and calmly move people to a safe location while containing the suspect. The Deputies will take appropriate action in accordance with Curry County procedures.
- v) Notes will be taken by key personnel during the evacuation to enable a detailed post-event debrief. (See Evacuation Plan)

D. STAGE EMERGENCY PLAN STEPS FOR WEATHER EVENTS:

- 1. MHCMF, Head of Security, the LO, and a designated representative from the Deputy's staff will meet each morning. A part of that meeting will include a review the current weather forecast. Should the forecast warn of a potential weather event, the weather will be monitored hourly and the following steps taken:
 - a. Back-drop
 - a. @ 16 mph – all stage personnel notified
 - b. @ 20 mph – all stage personnel put on stand-by
 - c. @ 32 mph – all state personnel will lower back-drop

- b. Main Roof Grid
 - a. @ 16 mph – all stage personnel notified
 - b. @ 20 mph – all stage personnel put on stand-by
 - c. @ 40 mph – all stage personnel lower the roof grid, if the bungees have not given way, to vent the air out of the roof skin
 - c. Sound Bay Scrim
 - a. @ 20 mph – all stage personnel notified
 - b. @ 30 mph – all stage personnel on stand-by
 - c. @ 40 mph – all stage personnel will take down all scrim
2. If sustained wind speed or wind gusts reach 40 mph, all personnel, performers, technicians, and guests must clear the stage and roof area. A safety perimeter of 100 yards will be established around the stage on all sides. This includes the dressing room trailers and the green room tent. The audience will be put on alert to prepare to evacuate the area as well.
- a. MHCMF will utilize the Public Address system to broadcast clear and concise instructions to the crowd to move in accordance with the Action Plan.
 - b. Public co-operation should be requested and some reasoning behind the need to move explained.
 - c. Security Staff and Deputies should actively encourage the crowd to move in accordance with the public address announcement. They must attempt to reassure and calm the crowd. In the event of a failure of the public address system, Security Staff and Deputies will communicate information using portable loudhailers or megaphones.
3. The decision to lower the roof will be made by one of the Brown United Stage Company designated persons and he/she will make the decision along with MHCMF. If it is determined the audience must be cleared from the area, the Site Personnel, Security and Deputy Staff will perform this task as per the Evacuation Plan.

E. EVACUATION PLAN FOR BWCMF

- 1) In the event of an emergency, all security and site crew (both on and off duty) will report to the Operations Manager at the Site Operations Office. The Security Team will:
 - a) Ensure that each specified area has been cleared
 - b) The public (guests and fans) are moving off the main site
 - c) Performance artists, crew and staff are moving off the main site
 - d) Maintain clear route access for emergency vehicles, including police, fire and ambulance
 - e) Form a line, directing the public in the correct direction, reminding them to be calm
 - f) Provide information to the public as it becomes available
- 2) The public will be asked to calmly make their way off the main concert venue grounds and toward the GA parking field.
- 3) No vehicle movement is authorized for any reason. No one will be allowed to vacate the festival premises in a vehicle until the all-clear has been given by the OC.

- 4) The Public will be allowed to wait in the GA parking field and may utilize their vehicles for shelter in the event of severe weather.
- 5) In the event of severe injury:
 - a) The onsite First Aid Team will be called upon to deal with the injured person(s).
 - b) The ambulance service will be contacted immediately.
 - c) The person(s) will be stabilized before being moved if there is an immediate threat to their safety and to that of the First Aid team.
 - d) Only the authorized First Aid Team is authorized to make medical decisions on treatment and/or movement of an injured person.
- 6) If time allows, the following people will ensure all the electrical equipment has been shut down:
 - a) Site Personnel Lead Person
 - b) Contracted electrical distribution personnel

However, the safety of all crew must be taken into account at all times. In the event of a fire, no one will be allowed to re-enter the area until the all-clear has been given by the fire department.

- 7) Once the situation is under control, the OC in conjunction with the LO and the Idaho Country Concerts, LLC President will determine if the event can continue or if an entire evacuation will be necessary.
 - a) If the event is stopped altogether and an entire evacuation is deemed necessary, site personnel will begin the process of evacuating the event site. Site personnel, in conjunction with security staff and designated deputy officials will begin the process of traffic management to facilitate evacuation of the site.
 - b) If an emergency situation happens during the night, Deputy officials on site will determine if evacuation would be more suitable during daylight hours, keeping in mind that many site workers will not be present during the overnight hours.
 - c) Each field will be cleared one at a time, starting with the main GA parking field. Exit will follow the established traffic control plan for the festival (attached).
- 8) A de-brief will be conducted after the event with the deputy and relevant authorities and will include all designated MHCMF staff deemed necessary by the President or Operations Manager.
- 9) MHCMF designated personnel will provide press releases as necessary and schedule interviews when convenient to the designated staff. No press will be allowed on the premises during the evacuation process.

1 COMMERCIAL LEASE

2
3 THIS COMMERCIAL LEASE is made and entered into the 11th day of Aug, 2014 by
4 and between IDAHO COUNTRY CONCERTS, LLC ("ICC" or the "Lessee") and SAWFOOTHI
5 GRAZING ASSOCIATION, INC. (The "Lessor")

6
7 WITNESSTH:

8
9 The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor the property
10 hereinafter described (the "Property" or "Premises") upon the following terms covenants and conditions,
11 to wit:

12
13 1. PROPERTY DESCRIBED: The Property is described as follows:

14 The East portion of the Property owned by Lessor bordered by Highway 20, S. Pine Featherville
15 Road, E. Sheep Camp Road, and E. High Prairie Road in Elmore County, Idaho. See attachment
16 "A" map indicating location of the Property.

17 Lessor shall have the right to use all Property during each annual Term as herein defined, not
18 otherwise actively used by Lessee for farming, grazing or other purposes provided such use by
19 Lessor does not interfere with Lessee's activities during the Term. Lessee shall have no right or
20 interest in and to the Premises outside the annual Term.
21

22
23 2. TERM:

24 This lease shall be solely for time periods during each year beginning on July 1 to August 31.
25 The term is for three (3) event years (2015, 2016 and 2017). At the end of each "Event", which is
26 defined as a Country Music Concert, Lessor or Lessee shall have the right to terminate this
27 Agreement, but must do so within 60 days after an "Event" has taken place. Termination of
28 Agreement must be in writing and sent certified mail to the mailing address of Lessor or Lessee.
29 This lease is subject to Elmore County's approval of any land use permit for the Event to be held
30 on the Property.
31
32
33
34
35
36
37

38 3. **RENTAL:**

39 a. The rental of the property shall be for one period of 45 days during the months of July
40 and/or August each year, beginning 30 days prior to Thursday of the Event and
41 terminating 15 days after the Event. Lessee may request access to the property for
42 measuring purposes more than 30 days prior to the event, but must have permission from
43 Lessor, which permission may be granted or withheld in Lessor's sole and absolute
44 discretion. At all times other than the period of such rental, Lessor shall have exclusive
45 possession of the Property.

46
47 b. The consideration of the property and payment as such will be paid as follows:

48 **FIRST YEAR –**

49 \$5,000 for use as Event venue, public parking and camping.

50 **SECOND YEAR –**

51 Fewer than 15,000 attendees – \$8,000

52 15,000 to 20,000 attendees – \$12,000

53 20,001 or more attendees – \$15,500 + 1% of gross ticket sales

54 **THIRD YEAR –**

55 Fewer than 15,000 attendees – \$20,000

56 15,000 to 20,000 attendees – \$25,000

57 20,001 or more attendees – \$30,000 + 1% of gross ticket sales

58 c. In addition, as part of Lessor's compensation each year, Lessor will receive 10 VIP
59 complimentary tickets (if offered) and an additional 100 GA complimentary tickets for a
60 total of 110 tickets.

61 d. Lessee shall provide Lessor with complete and accurate tracking reports of tickets sold by
62 all outlets, online, and onsite, within 45 days after each Event. This is the basis for the
63 accurate number of attendees on which the lease payment computation is made. In
64 addition, tracking reports of complimentary tickets or those donated to schools, charities
65 or other entities will be provided to Lessor. The complimentary tickets released will not
66 be included in the computation of the lease payments due Lessor.

67 4. **PAYMENT:**

68 Payments must be made in full as follows:

69 First Year: \$5,000, payment in full upon issuance of land use permit for Event by Elmore
70 County.

71 Second Year: \$8,000, in full within 30 days of completion of festival.

72 Third Year: \$20,000, in full within 30 days of completion of festival.

73 In addition, in years two and three, Lessee must submit complete and accurate ticket sale tracking
74 reports as stated above, and additional payments must be made based on the calculations listed
75 above for attendance. Said reports must be sent and additional attendance rental payment must be
76 paid by Lessee to Lessor within 30 days after the Event.

77 If said payments are not made as stated in this section 4, the Lease will be considered in default
78 and any and all legal remedies may be pursued by Lessor.

79

80 5. LESSORS' COVENANTS:

81 The Lessor does covenant and agree as follows:

- 82 a. Lessor owns the Property and has authority to enter into this Lease;
83
84 b. Lessor will deliver peaceable possession of the Property to the Lessee during the
85 Event provided Lessee is not then in default.
86

87

88 6. LESSEE'S COVENANTS:

89

90 The Lessee does covenant and agree as follows:

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- 92 a. To use the Property only for an Event, i.e., a country music festival;
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94 b. That the Property is accepted by the Lessee in its present "as is" condition and shall be
95 kept in good order, condition and repair during and after the Event;
96
97 c. To quit and surrender the Property upon termination hereof in as good as or better
98 condition than the condition of the Property immediately prior to the commencement of
99 the Event rental period;
100
101 d. To indemnify the Lessor, its shareholders, directors, and/or its officers against any
102 damage to the Property, or the property of others, or personal injury to the Lessee, or any
103 other persons entering upon the Property during any Term, including, but not limited to
104 employees, agents and invitees of the Lessee, including all attendees of the Event,
105 whether as a paid ticket holder or otherwise;
106
107 e. Not to assign, in whole or in part, this Lease or any rights hereunder, nor to sublet the
108 Property to any third party, without the prior written consent of the Lessor which Lessor
109 may grant or withhold in its sole and absolute discretion;
110
111 f. To keep and maintain the Property in a clean and sanitary condition with garbage to be
112 sufficiently confined so as to not escape from appropriate containers in the prevailing
113 winds. Lessee shall not allow human or animal waste to be deposited on the Property,
114 and shall provide facilities for handling such waste and removal of it from the Property.

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- g. Not to commit or permit waste, damage or injury to the Property;
 - h. Not to commit or permit anything to be done or carried upon the Property that is contrary to any laws of the State of Idaho or ordinances of Elmore County, and to fully comply with the Outdoor Assembly Permit, or any land use permit issued by Elmore County;
 - i. To permit the Lessor or its agents to have access to the entire Property at all hours and without notice for the purpose of making inspection thereon;
 - j. Lessee shall remove any and all fixtures that would otherwise not remain on the Property of Lessor, and shall repair any physical damage resulting from the removal. If Lessee fails to remove such fixtures, Lessor may do so and charge the cost to Lessee with interest at the legal rate from the date of expenditure;
 - k. At the end of the Event, Lessee shall remove all furnishings, equipment, furniture, and personal property that remains on the Property. This covenant may be enforced by specific performance. In the event Lessee fails to remove all the foregoing, Lessee shall be liable to Lessor for the cost of removal, transportation to storage, with interest at the legal rate on all such expenses from the date of expenditure by Lessor;
 - l. At the end of the Event and the subsequent required cleanup, a representative from ICC shall accompany a representative from the Lessor for a final inspection of the leased property. Any remaining debris, garbage or other items that were not present prior to the arrival of the Lessee, shall be removed prior to the vacation of the property by Lessee. A signed document releasing Lessee from further obligation for cleanup will be provided to the Lessee's representative only upon agreement that cleanup is sufficient. Lessee may not complete vacation of the Premises until this inspection and the issuance of release document has been completed. If appropriate cleanup is not completed by Lessee prior to vacation of the Property, Lessee shall be liable to Lessor for the cost of gathering and removal of said debris, with interest at the legal rate on all such expenses from the date of expenditure by Lessor;
 - m. Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Lessee shall remove all Hazardous substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions; and
 - n. Lessee shall not require either paid or volunteer participation of the Lessor or its agents in any portion of the preparation for the "Event", conduct of the "Event", or cleanup of said "Event". Lessors, only by written agreement with the Lessee, may be hired or volunteer

163 to help with the Event, but this would be done by the free will of the Lessors without
164 expectation of future involvement.

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7. **REMEDIES:**

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Time is of the essence hereof. In the event of a default in the performance by Lessee, or a failure by either party to carry out any other terms and provisions hereof, the other party shall have all of the rights and remedies available to them under the laws of the State of Idaho.

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8. **ATTORNEY'S FEES:**

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9. **HOLD HARMLESS AND INDEMNITY:**

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a. The Lessee hereby holds harmless and releases the Lessor, its shareholders, officers and directors from any and all claims arising from the Lessee's use or occupation of the property or from Lessee's acts, errors, or omissions with respect thereto and/or from any and all claims of the Lessee's invitees, attendees, guests, agents, vendors, contractors, sub-contractors, employees or assigns. The Lessee shall indemnify the Lessor, its shareholders, officers and directors for all such claims, including the Lessor's attorney's fees and litigation costs, if any, which arise from any such claims.

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b. Liens:

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Lessee shall pay when due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. Lessee is not authorized to and is not permitted to allow any construction liens to be placed on the Premises. If Lessee fails to pay any such claims or to discharge any lien, Lessee shall be in default of this Lease, and Lessor may, at its option, cure such lien, and collect the cost from Lessee immediately. Any such amount so paid by Lessor shall bear interest at the rate of 18% per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may otherwise have on account of Lessee's default.

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Lessee may withhold payment to any third party of any claim in connection with a good-faith dispute over the obligation to pay, as long as Lessor's Property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Lessor cash or sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

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10. **INSURANCE:**

Lessee shall procure and maintain the following insurance policies at Lessee's sole cost and expense. The total limit of insurance for all policies of liability insurance and their endorsements shall be five million dollars (\$5,000,000). The limits may be provided by primary or a combination of primary and umbrella liability policies as are acceptable, in writing, by the Lessor. The effective date of all policies must begin before the first date of entry upon the Property each year, when operations begin on the leased Premises. The policy shall not expire until operations are completed and the last occupant has vacated the Premises, subject to final inspection and release of the Premises by Lessor. Any extension of event policies that are necessary, until the Lessor releases premises, shall be at the sole cost and expense of the Lessee. All policies shall be written on an occurrence basis only. Claims-made policies will not be accepted. All policies shall be written by insurance companies authorized to do business in the State of Idaho and are subject to acceptance by the Lessor. Any use, occupancy or operations on the premises may not begin until Lessor, at its sole discretion, has accepted the insurance required by this agreement.

- a. **General Liability Insurance:** Comprehensive General Liability Insurance, insuring both Lessor (including its shareholders, directors and officers) and Lessee against all claims, demands, or actions, including contractual liability, arising out of or in connection with Lessee's use or occupancy of the Property or by the condition of the Property or Lessee's indemnity obligations set forth in this Agreement; General Liability insurance shall provide limits of insurance no less than one million dollars (\$1,000,000) per Occurrence and three million dollars (\$3,000,000) Aggregate for death, bodily injury or property damage liability and shall include coverage for products and completed operations; the policy shall be endorsed to provide coverage for liquor liability; this policy or an equivalent commercial auto liability policy shall be endorsed to provide for non-owned and hired auto liability. The General Liability policy shall be endorsed to provide that: 1) It names the Lessor as an Additional Insured; 2) The policy and its limits are primary and Non-contributory with any insurance of the Lessor; 3) It provides a Waiver of Subrogation in favor of the Lessor.

- b. **Auto Liability Insurance:** If the Lessee owns or obtains any automobiles during the term of this lease, Lessee shall provide Commercial Auto Liability insurance, insuring both Lessor (including its shareholders, directors and officers) and Lessee against all claims, demands, or actions, including contractual liability, arising out of or in connection with Lessor's use or occupancy of the Property or by the condition of the Property or Lessee's indemnity obligations set forth in this Agreement. Auto Liability insurance shall provide limits not less than one million dollars (\$1,000,000) combined single limit per occurrence for death, bodily injury or property damage. This policy shall be primary and non-contributory with any insurance policy of the Lessor. The insurance shall provide for a waiver of Subrogation in favor of the Lessor. The policy shall name the Lessor as an additional insured. The Commercial Auto Liability policy shall be endorsed to provide that: 1) It names the Lessor as an Additional Insured; 2) The policy and its limits are Primary and Non-contributory with any insurance of the Lessor; 3) It provides a Waiver of Subrogation in favor of the Lessor.

- c. **Workers Compensation and Employers Liability:** Lessee shall at all times maintain Workers Compensation and Employers Liability insurance as required by local, Idaho or United States laws, statutes and regulations. The Workers Compensation policy shall be endorsed to provide a waiver of subrogation in favor of the Lessor.

- 262 d. **Umbrella Liability Insurance:** If additional limits of insurance are provided by an umbrella
263 liability policy, the policy must declare the primary policies of General Liability, Auto
264 Liability and Employers Liability insurance as the underlying policies. Any self-insured
265 retention applicable to the umbrella policy is the sole responsibility of the Lessee. The
266 umbrella policy must not have any exclusion for liquor liability or other essential coverage
267 provided by the underlying primary insurance. The umbrella liability policy shall be endorsed
268 to provide that: 1) It names the Lessor as an Additional Insured; 2) The policy and its limits
269 are primary and Non-contributory with any insurance of the Lessor; 3) It provides a Waiver
270 of Subrogation in favor of the Lessor.
271
- 272 e. **Certificates, Policies of Insurance and Cancellation Conditions:** Lessor shall provide
273 certificates of insurance, along with applicable endorsements that provide proof of the
274 Lessor's status as additional insured (including Lessor's shareholders, directors and officers)
275 and including any additional conditions of required above. The Lessee shall be required to
276 provide complete copies of all insurance policies and their endorsements within 10 days of
277 the commencement of any Term. No policy shall be cancelled without at least 10 days written
278 notice to the Lessor. Cancellation of any policy shall be deemed an event of default under this
279 Lease. Lessee agrees to immediately suspend any operations on the Property upon
280 cancellation of any insurance policies required herein, unless specifically agreed to in writing
281 by the Lessor, which agreement may be granted or withheld in Lessee's sole and absolute
282 discretion. No policy of insurance may be cancelled by the Lessee until the Lessor has
283 released the Premises and all terms of this Lease agreement have been satisfied.
284
- 285 f. **Lessor as an Insured:** For any policy requiring the Lessor to be named as an Additional
286 Insured, the Additional Insured shall read as follows:
287
288 Sawtooth Grazing Association, Inc., its shareholders, directors and its officers
289
- 290 g. **Waivers:** Lessor shall require that all vendors, contractors, employers and volunteers be
291 provided and sign a waiver of liability in favor of the Lessor, its shareholders, directors and
292 officers. Copies of these waivers shall be made available to the Lessor for inspection and
293 copying upon demand.
294
- 295 h. **Failure to Comply With Insurance Requirements:** If Lessee should fail to comply with
296 the foregoing requirements relating to insurance, Lessor may either (1) refuse to allow Lessee
297 to enter the Property until such insurance is obtained and proof thereof shall be delivered to
298 Lessor, or (2) declare an event of default under this Lease and terminate the same immediately
299 without any liability to Lessee whatsoever.
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302 11. **LIMITATION ON LIABILITY:**
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304 Lessee hereby agrees that Lessor's and Lessor's agents, shareholders, directors, officers and
305 employees, shall not be liable to Lessee, unless due to Lessor's sole gross negligence, for any
306 injury to Lessee or its agents or employees caused on the Property.
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309 12. **PARTIES BOUND:**
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311 This Agreement shall be binding upon the heirs, personal representatives, successors and lawful
312 assigns of the respective parties hereto.

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13. REPRESENTATION:

Lessee represents and warrants that this Agreement has been duly authorized by IDAHO COUNTRY CONCERTS, L.L.C and that Anne Hankins is authorized to execute this Agreement on behalf of ICC.

14. SURVIVAL:

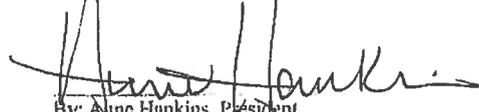
The parties constituting "Lessee" shall be jointly and severally liable for all obligations arising under this Agreement, and the provisions of this Agreement shall survive the date of termination of this Agreement.

LESSOR: Sawtooth Grazing Association, Inc.


By: Its President

Certified Mailing Address:
1346 Fillmore Street, Twin Falls, Idaho 83301

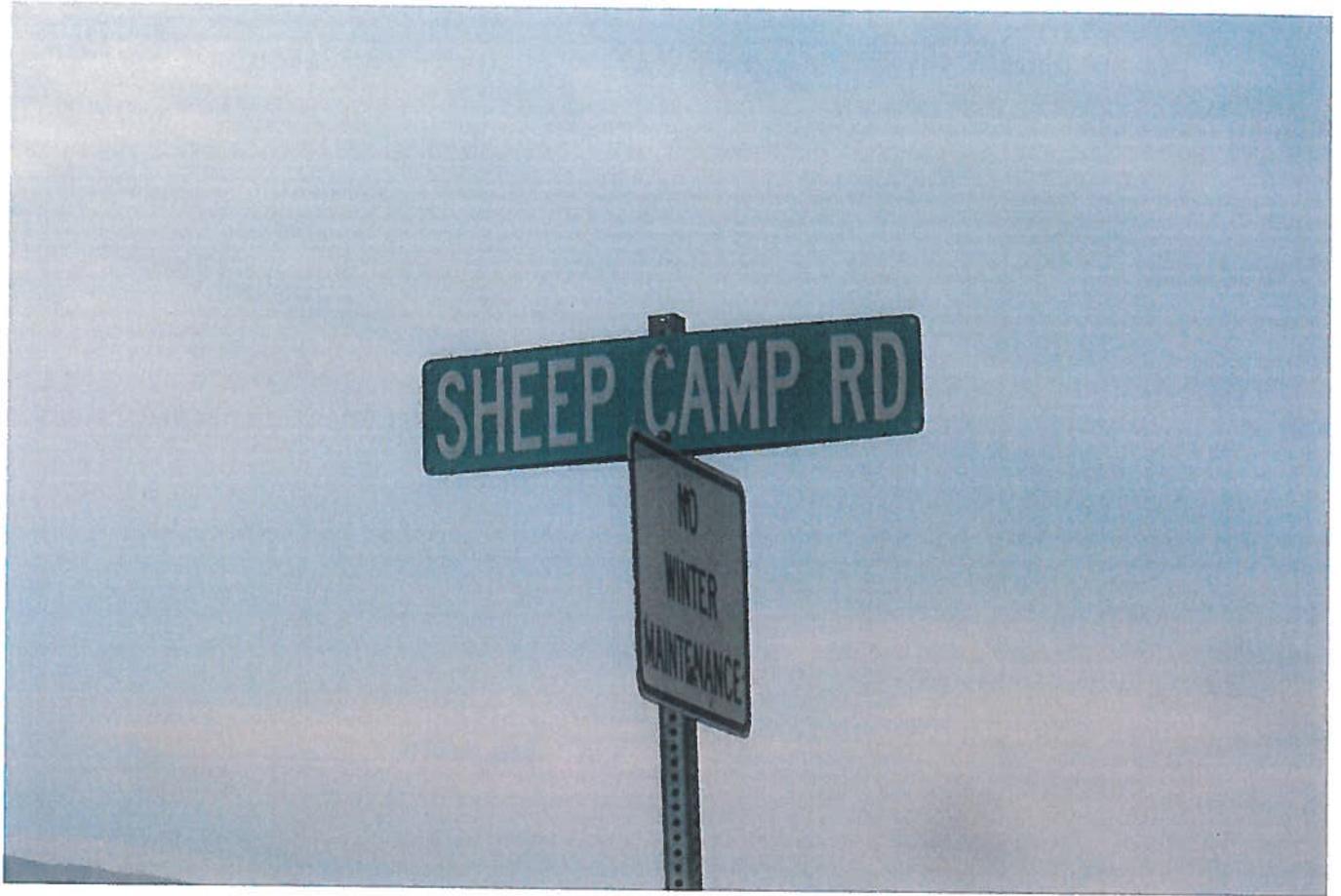
LESSEES: IDAHO COUNTRY CONCERTS, LLC.


By: Anne Hankins, President

Certified Mailing Address:
PO Box 23638
Eugene, OR 97402

Physical address:
780 Bailey Hill Rd, Suite 1
Eugene, OR 97402







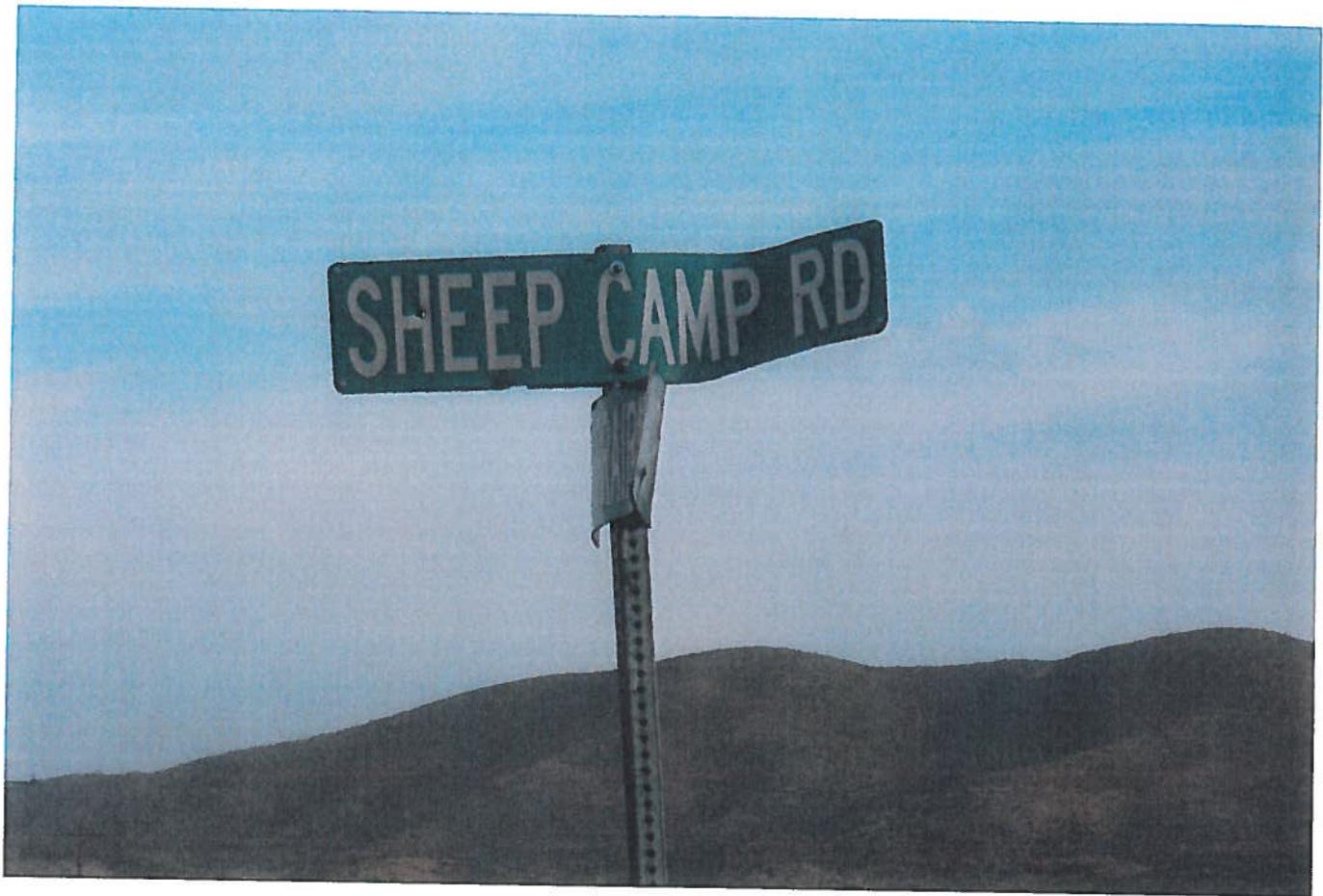
Shasta County
Land Use and Planning
**LEGAL NOTICE
OF PUBLIC HEARING**
An order of proposed modification to existing or proposed conditions of use in the Shasta County Planning and Zoning Ordinance, including but not limited to, but not limited to, zoning, subdivision, and other land use regulations, is being considered by the Board of Supervisors. A public hearing will be held on the proposed modification on the date and time specified below. Any person who wishes to be heard at the public hearing should appear in person or by a representative at the hearing on the date and time specified below.
Applicant: Shasta County, 22
Hearing Date: Tuesday, October 22,
At 7:00 p.m. Courtroom 204
At the Shasta County Courthouse
1 Superior Court
100 South O Street
Shasta, California 96001
COUNTY PLANNING
2025-10-22-001

DO NOT DIG

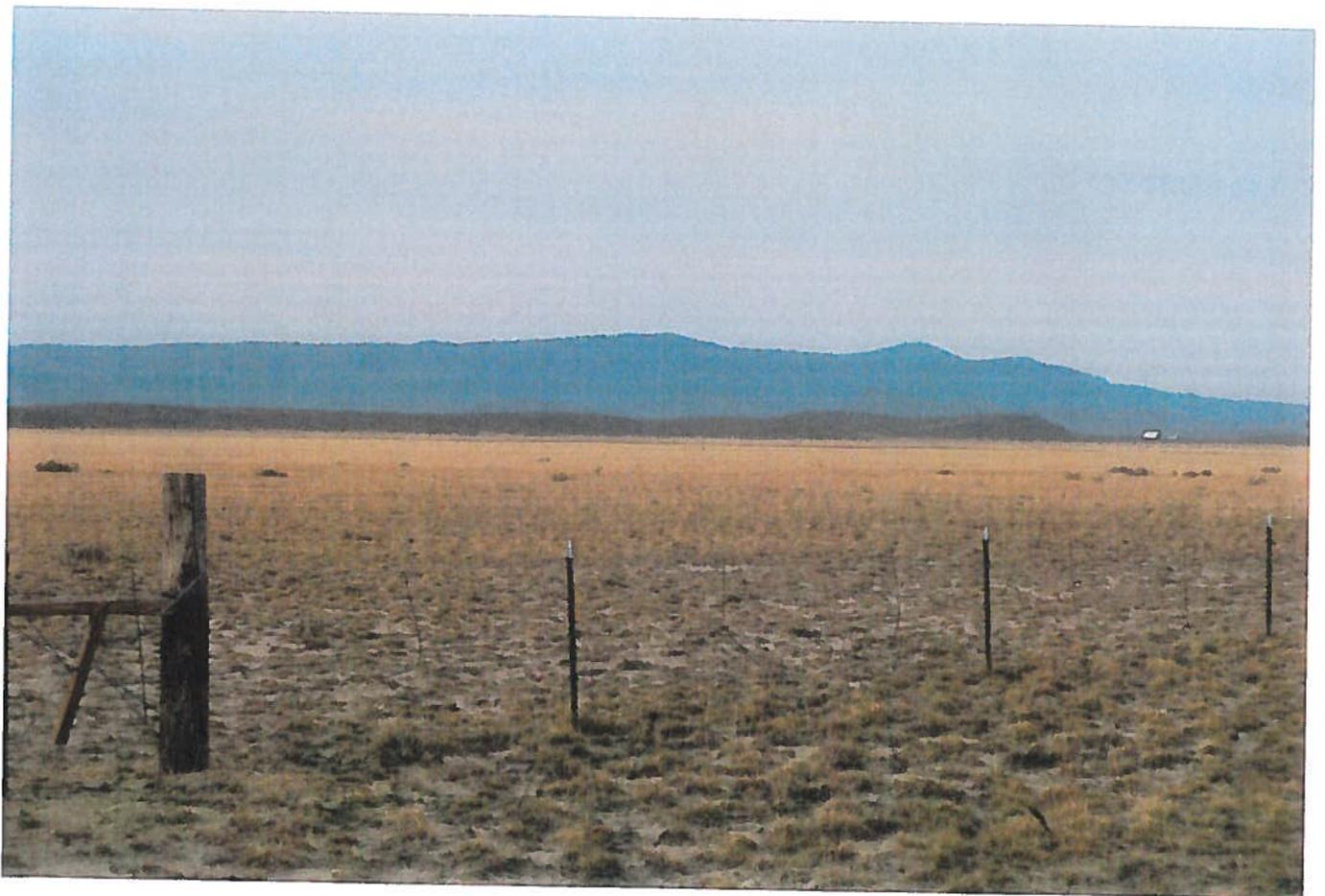


Shasta County
Land Use and Planning
**LEGAL NOTICE
OF PUBLIC HEARING**
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Applicant: Shasta County, 22
Hearing Date: Tuesday, October 22,
At 7:00 p.m. Courtroom 204
At the Shasta County Courthouse
1 Superior Court
100 South O Street
Shasta, California 96001
COUNTY PLANNING
2025-10-22-001





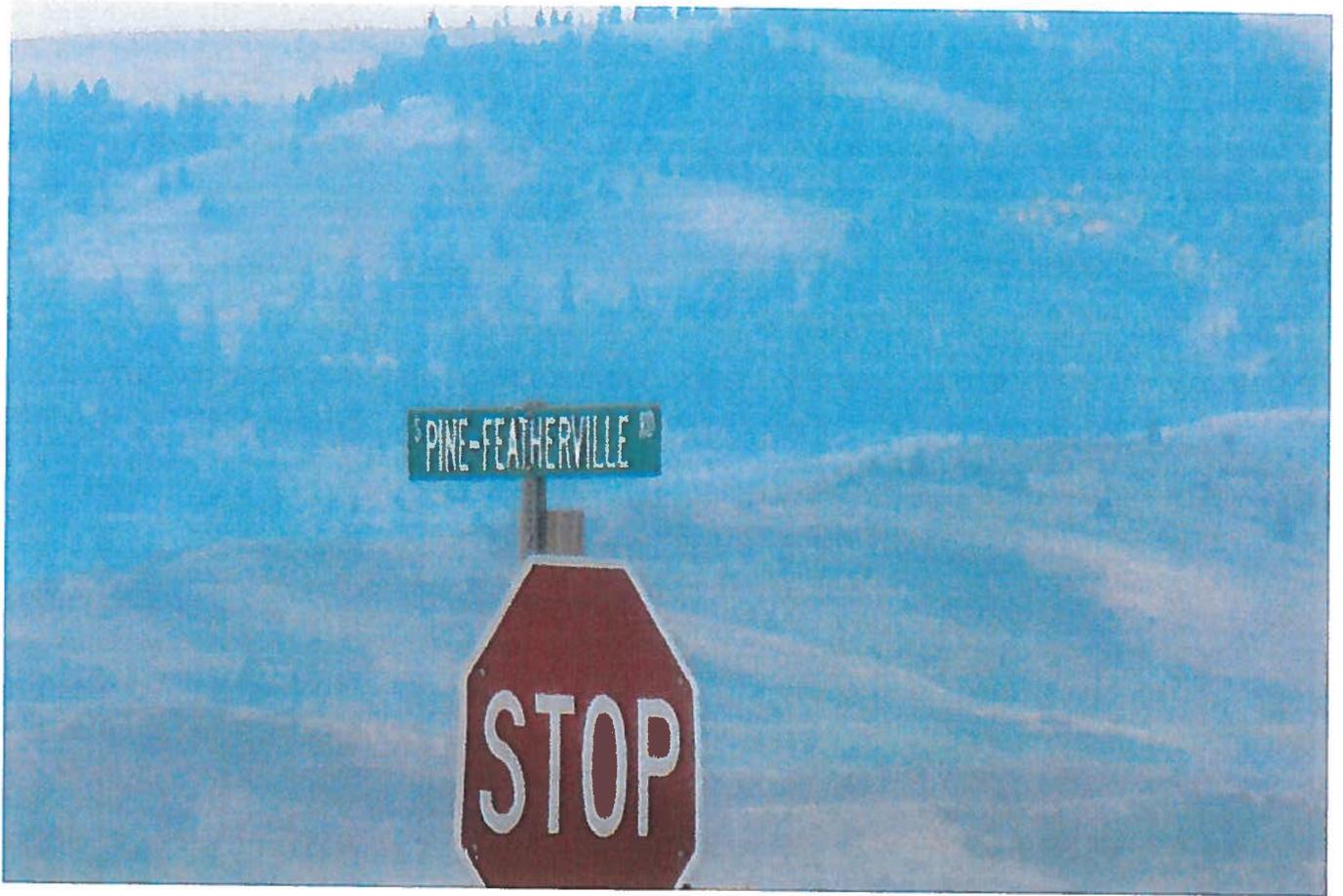


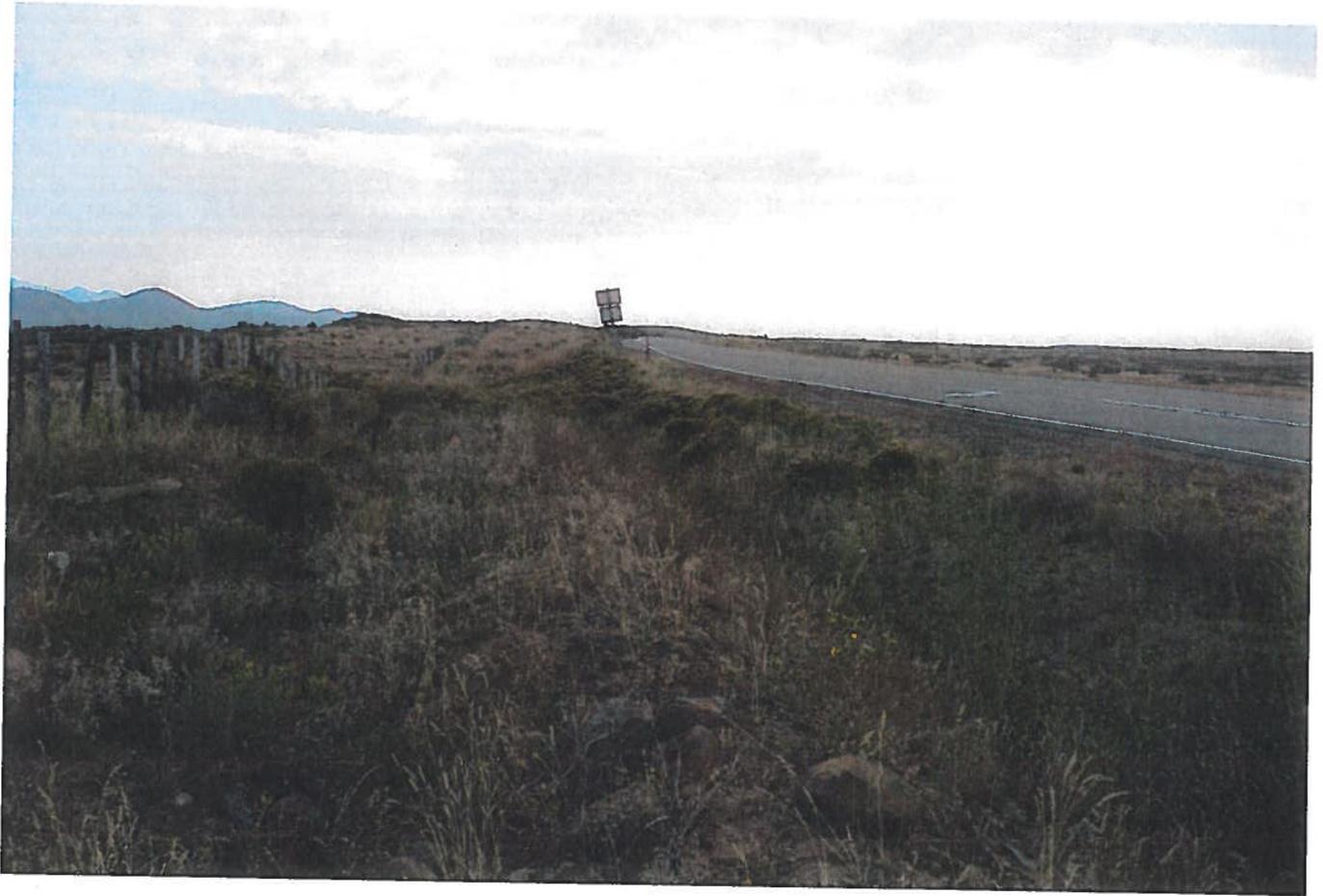












Elmore County, Idaho
Land Use and Building Department

**LEGAL NOTICE
OF PUBLIC HEARING**

Elmore County Planning & Zoning Commission
will hold a public hearing on the proposed
development in Elmore County, Idaho for an
area in the County. The hearing will be held on a
Friday, August 22, 2014, at 7:00 PM. The hearing
will be held at the Elmore County Courthouse, 100 South
4th Street, Elmore, Idaho. The hearing will be held
at 7:00 PM on August 22, 2014.

Applicant: Idaho Country Gardens, LLC
Hearing Date: August 22, 2014
At 7:00 PM, Case #CUP-2014-11

In the Elmore County Courthouse,
Elmore, Idaho

100 South 4th Street
Elmore, Idaho 83424
For more information, contact
COUNTY PLANNER
208.347.1422 Ext. 254



ELMORE COUNTY
PLANNING AND ZONING COMMISSION

520 East 2nd South Street
Mountain Home, ID 83647
Telephone 208-587-2130, ext. 502 Fax 208-587-2120

CORRECTED NOTICE OF SPECIAL PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to the laws of the State of Idaho and Ordinances of Elmore County, that the Elmore County Planning and Zoning Commission will hold a SPECIAL PUBLIC HEARING at 7:00 p.m. on Thursday, October 2, 2014 in the Elmore County Courthouse, Upstairs Courtroom, 150 South 4th East Street, Mountain Home, Idaho, to accept testimony and consider an application from Idaho Country Concerts, LLC for a Conditional Use Permit for an annual 4 day country Music Festival that includes a primary stage, secondary small stage, children's activity area, food and craft vendors, wine and beer vending, sponsor exhibits, tent and RV camping in a Agriculture (AG) Zone. Case Number: CUP-2014-11. The site is located in portions of Sections 13, 14, 15, 22, 23, 24, Township 1 South, Range 10 East, B.M., and Section 19, Township 1 South, Range 11 East, B.M. A common mean of locating the property is from Mountain Home take Hwy 20 for 33 miles, turn left on to South Pine-Featherville Road, the property is located on the right hand side of the road.

This application may be reviewed prior to the hearing in the Land Use and Building Department during regular business hours. Any and all interested persons shall be heard at said public hearing and the public is welcome and invited to submit testimony. Anyone who wishes to testify but is unable to attend may submit written testimony prior to the hearing by sending it to Elmore County Land Use and Building Department, 520 East 2nd South Street, Mountain Home, Idaho, 83647. Written testimony must be received by 5:00 p.m. on Tuesday, September 23, 2014.

The Elmore County Clerk is responsible for ensuring compliance with the American Disabilities Act (ADA) of 1993, the Elmore County Clerk is responsible ADA coordinator. Provisions will be made for persons with disabilities who are unable to attend this hearing. A grievance procedure is available from M. Bate, Elmore County Courthouse, in accordance with the ADA regulations.

One publication: Wednesday, September 17, 2014


Alan Christy, Director

Elmore County Land Use and Building Department
AC:bsb



Elmore County Land Use and Building Department

520 East 2nd South Street
Mountain Home, ID 83647
Phone: (208) 587-2142 ext.254
Fax: (208) 587-2120
www.elmorecounty.org

Alan Christy
Director

Tell Riley
Building Official

Beth Bresnahan
Planner I

Kacey Ramsauer
Administrative
Assistant

Date: September 11, 2014

To: Whom It May Concern

Subject: Notice of Special Public Hearing

Applicant: Idaho Country Concerts, LLC: Conditional Use Permit for an annual 4 day country music festival

Case #: CUP-2014-11

A special public hearing will be held before the Elmore County Planning and Zoning Commission on the enclosed application. The hearing is scheduled for Thursday, October 2, 2014 at 7:00 p.m. in the Elmore County Courthouse, Upstairs Courtroom, 150 South 4th East Street, Mountain Home, Idaho.

Please review the application and return your written comments to the Elmore County Land Use and Building Department, 520 East 2nd South Street, Mountain Home, ID, 83647, by 5 p.m. on Tuesday, September 23, 2014, so your comments are included in the record. If you prefer, please come to the hearing to testify before the Commission.

If you have any questions or if we can be of any assistance, please do not hesitate to contact the office. To ensure compliance with the American Disabilities Act (ADA) of 1993, the Elmore County Clerk the responsible coordinator. Provisions will be made for persons with disabilities who are unable to attend this hearing. A grievance procedure is available from M. Bate, Elmore County Courthouse, in accordance with the ADA regulations.

Sincerely,

A handwritten signature in blue ink that reads "Alan Christy".

Alan Christy
Director

Enclosures: Application
AC:bsb

CC:
366th CES/CEAO
366th OSS/OSOA
Aspen Engineers, Chartered
QRU of Atlanta
Atlanta Highway District
Atlanta Rural Fire District
Bliss School District #234
Boise Regional Dept of Environmental Quality
Bonneville Power Administration Department of Energy
Bruneau River Soil Conservation District
Bruneau-Grand View Jt School District
Bureau of Land Management
Central District Health Department
Century Link
Century Link
Tesoro Logistics NW Pipeline
City of Glenns Ferry
City of Mountain Home
City of Mountain Home
City of Mountain Home
City of Mountain Home
City of Mountain Home-Planning and Zoning
Community Planning Association
Division of Building Safety
Division of Building Safety
Eastern Elmore County Rec District
Elmore Ambulance Service
Elmore County Extension Office
Elmore County Fair & Rodeo Board
Elmore County Sheriff
Elmore County Surveyor
St. Luke's Elmore Medical Center
Elmore Soil & Water Conservation District
EPA Idaho Operations Office
Federal Aviation Administration (SEA-ADO)
Federal Bureau of Investigation
Caldwell Transportation
Glenns Ferry Fire Dept
Glenns Ferry Highway District
Glenns Ferry Municipal Airport
Glenns Ferry School District #192
Grandview Ambulance Service
Grandview Rural Fire District
Idaho Army National Guard
Idaho Army National Guard
Idaho Dept of Aeronautics

Idaho Dept of Agriculture
Idaho Dept of Agriculture
Idaho DEQ Regional Office
Idaho Dept of Fish & Game
Idaho Dept of Fish & Game
Idaho Dept of Health & Welfare Div of Family & Community Services
Idaho Dept of Lands BSU Planning
Idaho Dept of Lands Southwest Area Manager
Idaho Dept of Transportation District 3
Idaho Dept of Water Resources Western Region
Idaho Governor's Office of Energy Resources
Idaho Power Co. Lands Department
Idaho State Fire Marshall
Idaho State Historic Preservation Office
Idaho Waste Systems
Intermountain Gas Co.
King Hill Domestic Water Assoc.
King Hill Irrigation District
King Hill Rural Fire District
Mellen Subdivision Water District
Mountain Home Post Office
Mtn. Home Aviation
Mtn. Home Economic Development
Mtn. Home Fire Dept.
Mtn. Home Highway District
Mtn. Home Irrigation District
Mtn. Home Municipal Airport Board
Mtn. Home Rural Fire District
Mtn. Home School District #193
Oasis Volunteer Fire Department
Pine Ambulance Service
Prairie Ambulance Service
Prairie Elementary District #191
Prairie Free Library District
Shared Vision Inc.
Rural Telephone
The Peregrine Fund/World Center for Birds of Prey
Union Pacific Railroad
US Army Corp of Engineers
US Dept of the Interior BLM Twin Falls District
US Fish and Wildlife Service
USFS Mtn Home Ranger District, Boise NF
West Side Sewer District
Western Elmore County Rec District
Williams NW Pipeline

ELMORE COUNTY
PLANNING AND ZONING COMMISSION

520 East 2nd South Street
Mountain Home, ID 83647
Telephone 208-587-2130, ext. 502 Fax 208-587-2120

NOTICE OF SPECIAL PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to the laws of the State of Idaho and Ordinances of Elmore County, that the Elmore County Planning and Zoning Commission will hold a SPECIAL PUBLIC HEARING at 7:00 p.m. on Thursday, October 2, 2014 in the Elmore County Courthouse, Upstairs Courtroom, 150 South 4th East Street, Mountain Home, Idaho, to accept testimony and consider an application from Idaho Country Concerts, LLC for a Conditional Use Permit for an annual 4 day country Music Festival that includes a primary stage, secondary small stage, children's activity area, food and craft vendors, wine and beer vending, sponsor exhibits, tent and RV camping in a Agriculture (AG) Zone. Case Number: CUP-2014-11. The site is located in portions of Sections 13, 14, 15, 22, 23, 24, Township 1 South, Range 10 East, B.M., and Section 19, Township 1 South, Range 11 East, B.M. A common mean of locating the property is from Mountain Home take Hwy 20 for 33 miles, turn left on to South Pine-Featherville Road, the property is located on the left hand side of the road.

This application may be reviewed prior to the hearing in the Land Use and Building Department during regular business hours. Any and all interested persons shall be heard at said public hearing and the public is welcome and invited to submit testimony. Anyone who wishes to testify but is unable to attend may submit written testimony prior to the hearing by sending it to Elmore County Land Use and Building Department, 520 East 2nd South Street, Mountain Home, Idaho, 83647. Written testimony must be received by 5:00 p.m. on Tuesday, September 23, 2014.

The Elmore County Clerk is responsible for ensuring compliance with the American Disabilities Act (ADA) of 1993, the Elmore County Clerk is responsible ADA coordinator. Provisions will be made for persons with disabilities who are unable to attend this hearing. A grievance procedure is available from M. Bate, Elmore County Courthouse, in accordance with the ADA regulations.

One publication: Wednesday, September 17, 2014


Alan Christy, Director

Elmore County Land Use and Building Department
AC:bsb

ELMORE COUNTY
PLANNING AND ZONING COMMISSION

520 East 2nd South Street
Mountain Home, ID 83647
Telephone 208-587-2130, ext. 502 Fax 208-587-2120

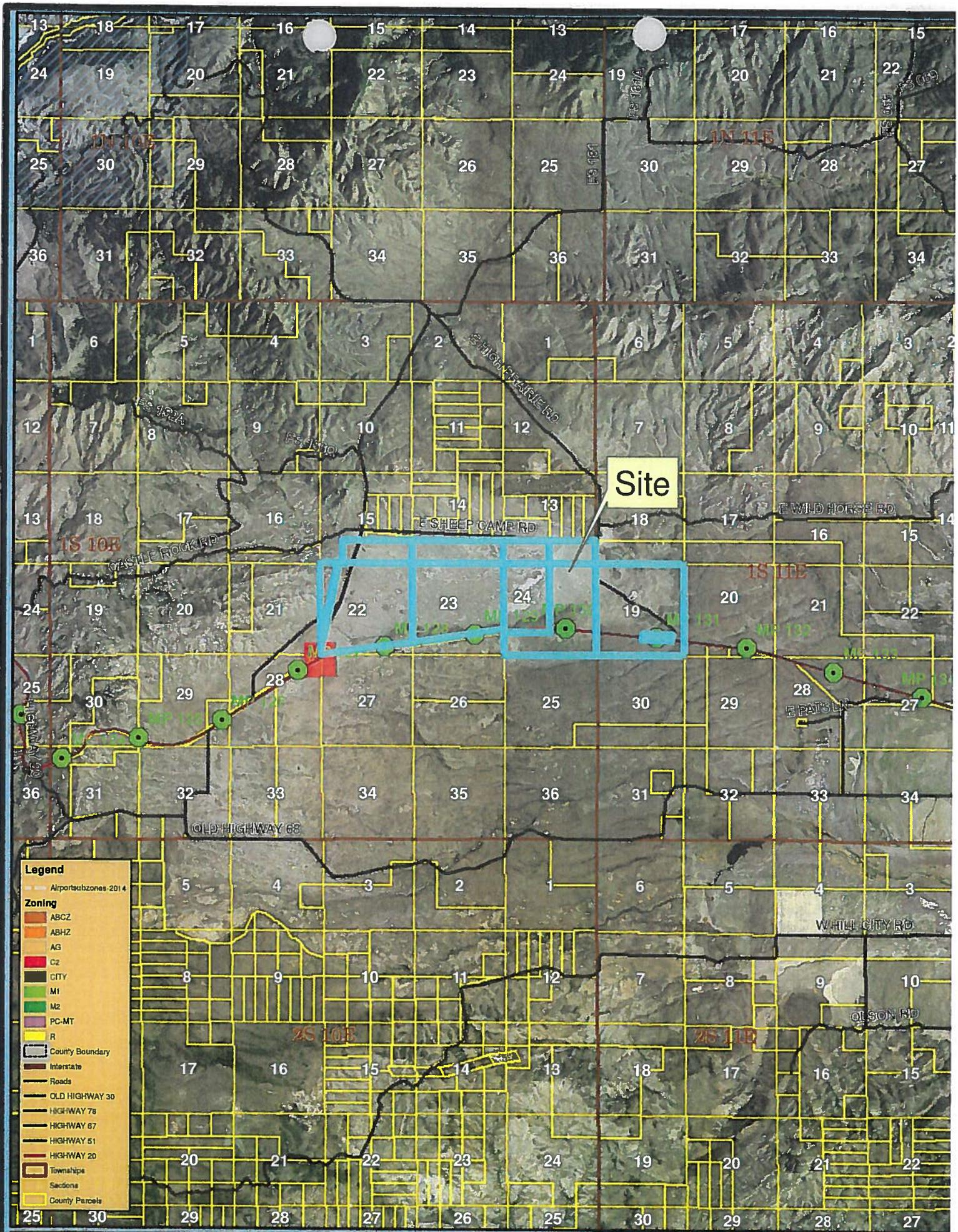
NOTICE OF SPECIAL PUBLIC MEETING

NOTICE IS HEREBY GIVEN pursuant to the laws of the State of Idaho and Ordinances of Elmore County, that the Elmore County Planning and Zoning Commission will hold a SPECIAL PUBLIC MEETING at 10:00 a.m. on Friday, October 3, 2014 in the Elmore County Courthouse, Board of County Commissioner Room, 150 South 4th East Street, Mountain Home, Idaho.

The Elmore County Clerk is responsible for ensuring compliance with the American Disabilities Act (ADA) of 1993, the Elmore County Clerk is responsible ADA coordinator. Provisions will be made for persons with disabilities who are unable to attend this hearing. A grievance procedure is available from M. Bate, Elmore County Courthouse, in accordance with the ADA regulations.

One publication: Wednesday, September 17, 2014


Alan Christy, Director
Elmore County Land Use and Building Department
AC:bsb



- Legend**
- Alportsubzones 2014
 - Zoning**
 - ABCZ
 - ABHZ
 - AG
 - C2
 - CITY
 - M1
 - M2
 - PC-MT
 - R
 - County Boundary
 - Interstate
 - Roads
 - OLD HIGHWAY 30
 - HIGHWAY 78
 - HIGHWAY 87
 - HIGHWAY 51
 - HIGHWAY 20
 - Townships
 - Sections
 - County Parcels



received
9-16-2014 KR

September 15, 2014

Mr. Tim Flowerday
P.O. Box 23638
Eugene, OR 97402

Re: Proposed Country Music Concert
Sawtooth Grazing Association Property
Pt. Sections 13-16 and 21-24, T.1S., R.10E., Elmore Co., Idaho

VIA US MAIL and tim@countrymusicconcerts.com

Mr. Flowerday:

Thank you for taking the time to meet with Cassidy Neff and me at your Neighborhood Meeting of this past Tuesday, September 9, 2014 in Elmore County. The purpose of this letter is to confirm our comments at that meeting.

As we explained, Tree Top Ranches owns several tracts of private property east and north of your proposed site. We do not wish to object to your event, but we do feel very strongly that the event can, and should, be structured so it is not detrimental to surrounding properties. Some specifics:

- 1) We respectfully request all reasonable efforts to preclude human-caused wildfire should be taken (including the parking and camping prohibitions mentioned below); and
- 2) We feel measures should be taken to eliminate off-site public traffic*, parking and camping, specifically on High Prairie and Wild Horse Roads, and on the US Forest Service and BLM lands north and east of the concert location.

(*except law enforcement, emergency and landowner traffic)

We realize and appreciate your very thorough and professional approach to this event. We respectfully request that you view these concerns seriously, and that you decisively take the necessary steps to put them in place.

Please do not hesitate to call us at 208/377-0998 if you have any questions or if you wish to further discuss these matters. And again, our very best wishes for the success of your event. Thank you for your time and consideration.

Sincerely,

COPY

William J. Mulder
on behalf of Tree Top Ranches, LP

cc: Mr. Larry Williams
Ms. Karama Billick karama@countrymusicconcerts.com
Elmore County Land Use and Building Department

Rec 9-17-14

Elmore County Land Use and Building Department

520 East 2nd South Street
Mountain Home, ID 83647
Phone: (208) 587-2142 ext.254
Fax: (208) 587-2120



Alan Christy
Director

Tell Riley
Building Official

Beth Bresnahan
Planner I

Kacey Ramsauer
Administrative
Assistant

Elmore County Assessor – Parcel Number: 01S10E136610 01S10E139010 01S10E240010-
Comments: 01S10E242410 01S11E190010T
Elmore County Treasurer – Taxes 1st Half paid 2nd Half paid - 2013
Late Charges: Yes No Comments: AMS 9-17-2014

Date: September 11, 2014
To: Whom It May Concern
Subject: Notice of Special Public Hearing
Applicant: Idaho Country Concerts, LLC: Conditional Use Permit for an annual 4 day country music festival
Case #: CUP-2014-11

A special public hearing will be held before the Elmore County Planning and Zoning Commission on the enclosed application. The hearing is scheduled for Thursday, October 2, 2014 at 7:00 p.m. in the Elmore County Courthouse, Upstairs Courtroom, 150 South 4th East Street, Mountain Home, Idaho.

Please review the application and return your written comments to the Elmore County Land Use and Building Department, 520 East 2nd South Street, Mountain Home, ID, 83647, by 5 p.m. on Tuesday, September 23, 2014, so your comments are included in the record. If you prefer, please come to the hearing to testify before the Commission.

If you have any questions or if we can be of any assistance, please do not hesitate to contact the office. To ensure compliance with the American Disabilities Act (ADA) of 1993, the Elmore County Clerk the responsible coordinator. Provisions will be made for persons with disabilities who are unable to attend this hearing. A grievance procedure is available from M. Bate, Elmore County Courthouse, in accordance with the ADA regulations.

Sincerely,

Alan Christy
Director
Enclosures: Application
AC:bsb



received
9-22-2014
Kz (sent mail)

September 19, 2014

Elmore County Planning and Zoning Commission
c/o Elmore County Land Use and Building Department
520 East 2nd South Street
Mountain Home, ID 83647

VIA CERTIFIED MAIL 7014 0510 0000 2607 6359

Commissioners:

Tree Top Ranches, LP, whose address is P.O. Box 8126, Boise, ID 83707 ("TTR") thanks you for the opportunity to respectfully submit this written testimony relating to the Conditional Use Permit Application Case Number CUP-2014-11, made by Idaho Country Concerts, LLC..

TTR owns approximately 10,400 acres lying north and immediately east of the proposed Conditional Use site, including property in Section 19, T.1S., R.11E. which lies on both sides of East High Prairie Road. TTR is also the permittee for several BLM, US Forest Service and State of Idaho grazing allotments in the area. We are a cattle ranching operation, and our cattle actively graze these properties during the timeframe from late May until November.

We believe the Applicants are fully capable of operating an event of this magnitude. If it comes to fruition, we wish all involved a very safe and enjoyable concert event. However, if it is to be safely and successfully held in this location, a number of conditions relating to adjacent roads and properties must be met:

- 1) As mentioned above, TTR owns that part of Section 19 lying north of Highway 20, which is shown on the Notice of Special Public Hearing to be part of the Conditional Use site location. The applicant has not secured consent to use any part of TTR's real property, and we object to the inclusion of this property as any part of the requested Conditional Use. Any use of this property must be specifically excluded from CUP-2014-11;
- 2) East High Prairie Road and Wildhorse Creek Road are very narrow and winding roads with very limited sight distances. They are lightly-used local roads. They run through and adjacent to private lands not associated with this event. Cattle and wildlife often cross these roads. These roads are not designed for, or adequate for, the type of traffic generated by a large concert event. The full lengths of both East High Prairie Road and Wildhorse Creek Road must be closed to traffic (except emergency, law enforcement and local landowner) for the duration of the event;
- 3) There are several tracts of BLM and US Forest Service lands in the vicinity of the event. These tracts are used for grazing and trailing. They are not developed as parking or camping locations, and they lack the facilities and supervision for these uses. Camping and parking activities on these parcels related to this event raise significant wildfire, traffic, parking and use-conflict concerns. The applicants must secure the temporary closure of these parcels to parking and camping for the duration of the event;
- 4) The private lands in the vicinity of the event must be protected from trespass and damage by persons or activities related to this event; and

- 5) There must be adequate event staff and/or law enforcement personnel available to enforce these conditions.

Section 6-27-4 (I) of the Elmore County Code relating to CONDITIONAL USE PERMIT STANDARDS AND REQUIREMENTS provides that:

"If abutting or within an Agricultural district, the proposed use shall not cause detrimental impacts to agriculture."

The proposed special use and the adjacent properties are located in an Agricultural (AG) Zone. Lack of the conditions specified in (1)-(5) above would be detrimental to the existing agricultural use(s) of adjacent properties.

Section 6-27-4 (J) permits the County to require conditions to mitigate impacts, including but not limited to "...potentially objectionable impacts" (subsection (1)) and as may be "necessary to protect the public health, safety and welfare and mitigate adverse effects on surrounding property" (subsection (4)).

Further, Section 6-27-7: Required Findings (at subsections (7) and (11)) provides:

"7. The proposed use shall not be hazardous or disturbing to existing neighboring uses or impede their normal development" and

"11. The proposed use shall have vehicular approaches which shall be so designed as not to create an interference with traffic on surrounding public or private roadways".

We believe that the considerate acceptance of, support for, and adherence to these conditions by the Applicants will contribute to a safe and prosperous event.

TTR further reserves the right to explain, expand or supplement our testimony at public hearing(s) and/or appeals related to this application CUP-2014-11.

Thank you for your kind attention to these important matters. **We respectfully request that these conditions be incorporated into and made a part of any and all approval(s) of CUP-2014-11.**

Sincerely,

TREE TOP RANCHES, LP



By LDW, Inc., its partner
William J. Mulder, vice president

received
9-23-14

Beth Bresnahan

From: SCHMIDT, BYRON L GS-11 USAF ACC 366 OSS/OSOA <byron.schmidt@us.af.mil>
Sent: Tuesday, September 23, 2014 1:23 PM
To: Elmore County Growth and Development (PnZ) (achristy@elmorecounty.org)
Cc: Beth Bresnahan (bbresnahan@elmorecounty.org); SHEARMAN, SAMUEL A III GS-11 USAF ACC 366 CES/CENP
Subject: CUP 2014-11

Alan,

No issues with CUP 2014-11. That is way, WAY out there <smile>. Thanks for the info.

Byron Schmidt, DAFC
Chief, Airspace Management
COM: 208-828-4722
DSN: 728-4722
FAX: 4573