



2017 PERMIT APPLICATION FOR SPECIAL EVENTS

A \$100 non-refundable processing fee and a \$250⁽¹⁾ damage deposit required at the time the application is turned in. The damage deposit will be refunded within 30 days if the premises are not damaged. A cost plus 15% for additional Town services may apply as related in-part to Attachment G this will be discussed with the applicant and Town personnel.

This application must be submitted by not later than 60 days⁽²⁾ prior to the proposed event(s) and must be approved no later than 10 days prior to the proposed event. All applications must be completely filled out with supporting documents at time of submittal.

2018 Special Event Permit Application request for dates must be submitted by not later than August 1, 2018. Information will be available on the Town of Avon website a minimum of 30-days prior.

Date of application: _____

-
1. Name of Event: _____
 2. Contact Person and Title: _____
Representing Business/Organization: _____
Mailing Address of Business/Organization: _____
Physical Address of Business/Organization: _____
Phone: H _____ W _____ C _____ Email _____
Name of Event Director if different than above: _____
 3. Does the event benefit a charity:
 Yes – Please name the beneficiary _____
 No
 4. Description of event/scope of activities: _____

 5. Proposed location of event: Check that which applies
 Nottingham Park Main (upper) Athletic field

Please acknowledge that each page is understood by initialing:
Special Event Permit Application

TOA

Producer

- Nottingham Park Lower Athletic Field
- Avon Performance Pavilion
- Main Street Mall

6. Date(s) and time(s) of load-in: _____
 Date(s) and time(s) of Event: _____
 Date(s) and time(s) of break-down: _____

7. Expected number of participants/athletes/attendees/spectators: _____

8. Is the event free to the public to attend/spectate?

- Yes
- No

9. Is registration purchase required for participation/attendance?

- Yes
- No

10. Is a ticket purchase required for entrance?

- Yes
- No

If yes, the Town of Avon Municipal Code (Resolution 15-08) requires a \$3 per ticket/per day be paid to the Town of Avon. Please coordinate with the Director of Festivals & Special Events.

11. Name of sponsors, if any: _____

12. The Town does not supply power therefore all electrical needs shall be handled by applicant.

13. Will you have food, retail or service vendors selling products or services at the event? *The Town of Avon does not allow marijuana businesses as a sponsor, vendor or informational provider into Town venues.*

- Yes
- No

If yes, see **Attachment A** and distribute to all vendors accordingly.

14. Will you be erecting tents or membrane structures?

- Yes
- No

If yes, any tents or membrane structures which are larger than 400 consecutive square feet will require permitting through the Eagle river fire protection district, see attachment ERFPD *Permit Application for Tents and Membranes* and contact them directly at 748-4793.

15. Will you be hanging banners?

- Yes
- No

If yes, this must be coordinated with the Town's Director of Festivals & Special Events or his/her designee to for locations and availabilities. Please complete and return **Attachment B** with the appropriate fee to be considered for the Rail Road Bridge Permit.

16. Will you be installing any fencing?

- Yes
- No

If yes, this must be coordinated with the Director of Festivals & Special Events or his/her designee to avoid damaging the Town's irrigation and fiber optics systems. Producer is responsible for arranging for locates; please call 811 to order locates at least seven (7) days prior to installation.

17. Sanitation Minimum Requirements: Portable and Resource Recovery (restrooms, hand-washing, dumpster, trash/recycling): See requirements on **Attachment C**.

18. You agree to ensure that the event premises are protected from damage through fencing, crowd management measures, signage or other sufficient means if applicable.

- Yes
- No

19. You agree that the event will be operated in a safe and secure manner through hired security personnel and/or event staffing.

- Yes
- No

20. Will you be using amplified sound of any kind?

- Yes
- No

If yes, please complete **Attachment D** and return with the \$25 sound permit application fee.

21. Will you be using property within the Town of Avon outside of the facilities listed on item number 4?

- Yes
- No

If yes, please complete **Attachment E** and return with the appropriate fee(s).

22. Do you plan to sell or serve alcohol?

- Yes
- No

If yes, see Attachment F for further guidance.

23. Do you wish to rent any heavy equipment or event related equipment from the Town of Avon?

- Yes
- No

If yes, see **Attachment G** for types of equipment, rates and guidelines

24. How many vehicle parking stalls do you anticipate needing for vendors, production staff, volunteers, sub-contractors, artists/performers? _____

The Town can make Town Hall West (20 spaces); Town Hall East (12 spaces) and Rec. Center West (41 spaces) available for production, staff, vendors, VIP, etc. support if needed.

25. How many parking vehicle parking stalls do you anticipate needing for event attendees assuming two (2) people per vehicle?

26. Do you need vehicular or pedestrian traffic control?

- Yes

No

If yes, this must be coordinated through the Director of Festivals & Special Event or his/her designee.

27. List any requested street closures including dates and times: _____

28. Do you need law enforcement services beyond routine periodic patrol?

Yes

No

If yes, please complete and return the attached *Agreement for Extra Duty Law Enforcement*.

29. Will you be utilizing Nottingham Lake for swimming or non-motorized boating?

Yes

No

If yes, there are additional water safety requirements and you must coordinate with the Director of Festivals & Special Events or his/her designee.

30. Please provide a detailed event set-up and break-down schedule to include dates/times for portable restrooms, tents, fencing, sound equipment, lighting, etc.

31. Attach an event venue layout to include the direction of amplified sound, placement of fencing, portable facilities, tents, scaffolding, vendor locations/trucks, pathways of ingress and egress, etc. Please refer to **Attachment H** for additional elements to consider.

32. The permit holder agrees to indemnify the Town of Avon, its officers, agents and employees, and to hold them harmless against any and all claims, actions, demands or liabilities, including attorney fees and court costs, for injury, death, damage or loss to person(s) or property arising out of or directly or indirectly resulting from producer's actions or omissions in connection with the conduct of the event.

Permit holder shall obtain general liability insurance coverage within the minimum limits set below naming Avon as an additional insured and insuring Avon and its officers, agents and employees against any and all liability and damages which may arise out of or directly or indirectly result from the conduct of the event. The policy dates shall include the entire range of dates for which Town property is used. The minimum limits and requirements of the coverage for less than 1,000 people shall include: \$1,000,000 per occurrence primary coverage, and \$2,000,000 annual aggregate; 30 days' written notice of cancellation; host and general liquor liability insurance in the same amounts listed above; \$1,000,000 personal and advertising injury coverage; and \$50,000 fire damage. For more than 1,000 people, see the Table 1 below for requirements:

Table 1						
# of People	Limits Per Occurrence / Requirements	Aggregate	Host Liquor Liability	Personal & Advertising Injury	Fire	Automobile
1,001 – 2,000	\$1M	\$3M	\$1M	\$1M	\$50,000	\$1M
2,001 – 3,000	\$1M	\$4M	\$1M	\$1M	\$50,000	\$1M
3,001 – 5,000	\$1M	\$5M	\$1M	\$1M	\$50,000	\$1M

Please acknowledge that each page is understood by initialing:
Special Event Permit Application

TOA

Producer

Permit holder shall provide to Avon proof of Comprehensive Automobile Liability insurance for any private motor vehicles owned by permit holder or its officers, agents, or employees that are used as part of the event. The insurance policy shall provide that it is primary insurance and that its coverage will apply prior to utilization of Avon's general liability coverage.

33. A refundable damage deposit of \$250 will be due upon submittal of the Special Event Permit Application. If damages to Town property exceed this amount, applicant will be responsible for the cost of any and all repairs associated with the event.
34. The Town of Avon logo shall be identified in all printed and on-line marketing material promoting your event. Please contact the Director of Festivals & Special Events or his/her designee for the current Town logo.
35. The Town requires that all approved applicants complete a "Post Event Report" as outlined in **Attachment I** by not later than 60-days post event. Do you agree to gather all necessary information on your event to complete this report?

- Yes
- No

36. It is imperative that all Nottingham Park, Town of Avon and general event rules are noted and followed:
- ✓ No parking on Town streets without specific permissions
 - ✓ No driving or parking on Nottingham Park bike paths without specific permissions.
 - ✓ Alcoholic beverages are not allowed in unpermitted areas.
 - ✓ Pets are not allowed at special events.
 - ✓ No person shall drive, ride or operate at any time any motorized vehicle or motorized device of any type within the park or special event area without a permit.
 - ✓ No personal fireworks.
 - ✓ No amplified sound without a permit.
 - ✓ Damages to the event area and all clean-up are the responsibility of the applicant.
 - ✓ Overnight camping, archery, golf, hot air ballooning, drones, helicopters, hang-gliding and para-gliding are not allowed.

Do you agree to abide by the rules listed above?

- Yes
- No

A \$100.00 processing fee and \$250⁽²⁾ damage deposit must accompany this application.

Fee received _____ Date: _____

Deposit received _____ Date: _____

I certify that all statements and answers to the above questions were made by me and true. I understand that I must furnish any equipment necessary in the production of this special event. I understand all Nottingham Park, Town of Avon and Special Event rules and will follow them.

Please acknowledge that each page is understood by initialing:
Special Event Permit Application

TOA

Producer

Applicant Signature

Date _____

⁽¹⁾ At the discretion of the Town of Avon, if the Main (Upper) or Lower athletic field is at risk of being permanently damaged and the potential exists for sod replacement in part or whole, the event applicant will be required to submit an additional damage deposit to be held by the Town in the form of a cash deposit or letter of credit.

⁽²⁾ If the event applicant is projecting more than 1,000 people in attendance the permit application must be submitted by not later than ten (10) months prior to the event date.

The Director of Festivals & Special Event or his/her designee will facilitate the review and approval, approval with changes or deny process and notify application with issues and/or concerns. Approvals from the following Town of Avon Departments are required:

Parks & Recreation _____ Date _____

Police _____ Date _____

Public Works _____ Date _____

Fire _____ Date _____

Finance/Sales Tax/IT _____ Date _____

Festival & Special Events _____ Date _____



ATTACHMENT A
TOWN OF AVON SPECIAL EVENT VENDOR POLICY

Following are guidelines for all special event vendors invited to participate in special events on Town property either through third party producers or the Town of Avon. The producer shall provide the Town with the business name, responsible party, phone numbers, email addresses, mailing and physical addresses of each vendor at least two weeks prior to the event.

Site Considerations

Site considerations of all vendors including location, load-in/out, set-up times, booth specifics, parking, etc. must be discussed with the Town Director of Festivals & Special Events or his/her designee at least thirty days prior to the event. All vendors are to leave the event premise as they found it with all trash, recycling and compost disposed of in the proper receptacles prior to departure. The event permit holder will be responsible for all refuse left on Town property and/or damages to the premises caused by vendors. Stakes are not to be driven into the ground along any pathways, athletic fields, parking lots or grassy areas with underground sprinkler systems without prior permission from the Town Manager or designee. Please include vendor locations on the maps submitted in Attachment I.

Electricity

Vendors must supply their own electricity unless otherwise arranged for by the event producer. Generators for electricity should be preapproved by the event producer and be of the “whisper” type and/or positioned as far away as possible to prevent noise pollution of the event. Generators must have a catch pan for gasoline spills. Vendors are to bring electrical extension cord(s) of at least 100 feet in length and a safe means to secure the cord(s) to the ground. Excessively noisy or smoky generators will not be allowed at the discretion of Director of Festivals & Special Events or his/her designee.

Health and Safety

All vendors selling food and/or beverages must comply with the food safety codes of Eagle County. Grey water disposal is available at the Town Hall west parking lot and arranged for 30-days prior to the arrival of vendors through the event producer. For more information, contact Eagle County Environmental Health at 303-328-8755.

All vendors cooking food are required by Eagle River Fire Protection District to have a fire extinguisher. All outdoor cooking that produces a spark or grease-laden vapors shall not be performed within 20 feet of a tent or membrane structure. For more information, contact Eagle River Fire Protection District at 970-748-4739.

Organizations **NOT** Receiving Town of Avon Community Grant and/or Seed Funds: Special Event Vendor Business License

Ordinance 15-07 which came into effect April 24, 2015 set forth that anyone engaged in business in the Town of Avon (whether a fixed location or not) shall register, obtain and maintain an annual business license. There is a \$25 processing fee per 12-month period and includes any vendor for special events and the event producer. A vendor is considered any person who sells or attempts to sell, or offers to the public any services, goods, wares or merchandise including but not limited to food or beverage, from any outdoor location from a stationary cart or table regardless of whether a fee is charged for such goods or service. The Special Event Vendor Business License can be found at www.Avon.org “On-Line Payments” button located at the bottom of the screen.

Instructions:

1. Go to www.avon.org and click on the “Online Payments” button located at the bottom of the home page;
2. Vendors who have not been on MUNIREvs before will need to register by clicking “New User” to apply for an account; then follow the online steps provided. If a vendor needs assistance they should contact support@munirevs.com or call 888-751-1911.
3. Vendors that are currently registered, will access by clicking “Existing Users”; they will login to their account and access “Manage Your Business” to register for a Special Event Vendor Business License account. If a vendor needs assistance, they should contact support@munirevs.com or call 888-751-1911.

Organizations Receiving Town of Avon Community Grant and/or Seed Funds: Sales Tax License

Organizations (i.e. Producer) receiving funding for special events will need to register for a Sales Tax License with the Town of Avon; there is no fee assessed for this license. The producer will be required to collect and remit sales tax for any vendor engaged in business at the special event. A vendor is considered any person who sells or attempts to sell, or offers to the public any services, goods, wares or merchandise including but not limited to food or beverage, from any outdoor location from a stationary cart or table regardless of whether a fee is charged for such goods or service. The Sales Tax License can be found at www.Avon.org “On-Line Payments” button located at the bottom of the screen.

Instructions:

1. Go to www.avon.org and click on the “Online Payments” button located at the bottom of the home page;
2. Vendors who have not been on MUNIREvs before will need to register by clicking “New User” to apply for an account; then follow the online steps provided. If a vendor needs assistance they should contact support@munirevs.com or call 888-751-1911.
3. Vendors that are currently registered, will access by clicking “Existing Users”; they will login to their account and access “Manage Your Business” to register for a Sales Tax License. If a vendor needs assistance, they should contact support@munirevs.com or call 888-751-1911.

Sales Tax

The Town of Avon imposes a 4% sales tax on items, including food, sold within the boundaries of the Town of Avon. Vendors are responsible for collecting the appropriate taxes at the event and remitting to the Town of Avon. Once a vendor is registered for a special event vendor license, they will have access to on-line reporting. A sales tax return must be filed by all vendors even if no sales are made or no sales tax is due. Sales tax returns and payments must be submitted to the Town of Avon by the 20th of the month following the event. Vendors will also be responsible for collecting and remitting State of Colorado (2.9%) and Eagle Country taxes (1.5%) to the State of Colorado. If you have any questions regarding sales tax please call 970-748-4019.

Alcohol

It is unlawful to consume alcoholic beverages on public property within the Town of Avon without a permit. If alcohol service is desired, an applicant must discuss alcohol requirements with Avon Town Clerk’s office at 970-748-4001. A State of Colorado application must be completed and filed with the Avon Town Clerk’s Office a minimum of 60 days prior to the event. All special event liquor applications must receive approval from the Avon Liquor Board. Should a vendor participating in an event wish to sell alcohol, permission must be obtained from the producer of the event and holder of the special event liquor permit (in addition to procedures outlined above).

Water Hook Up:

Vendors will have access to the Town water supply for the express use of filling water barrels, water tanks in motorhomes, clean up, cooking, etc. Vendors must supply their own hose and **may not** hook up to the water supply for an extended period of time. Town of Avon staff reserves the right to disconnect hoses or shut off water at its discretion.

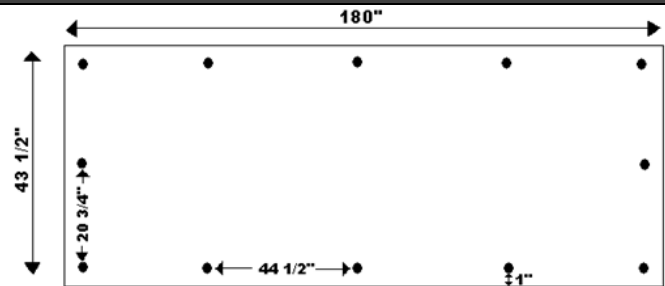


**ATTACHMENT B
RAILROAD BRIDGE BANNER APPLICATION**

- BANNER(S) SHALL REPRESENT COMMUNITY EVENTS OR SHALL BE SPONSORED BY A NON-PROFIT ORGANIZATION (NPO). THIS TOWN SERVICE IS NOT INTENDED FOR COMMERCIAL ADVERTISEMENT
- BANNER(S) MUST BE DELIVERED TO THE OFFICE OF THE DIRECTOR OF FESTIVALS & SPECIAL EVENTS OR HIS/HER DESIGNEE AT TOWN HALL NO LATER THAN THE WEDNESDAY BEFORE THE BEGINNING OF THE APPROVED DATE RANGE. BANNER(S) SHALL BE PICKED UP FROM TOWN OFFICES NO LATER THAN TWO (2) DAYS AFTER THE BANNERS HAVE BEEN REMOVED.
- BANNER(S) ARE ONLY PERMITTED FOR A MAXIMUM OF ONE (1) WEEK AND SHALL ONLY BE PERMITTED FOR A MONDAY – SUNDAY DATE RANGE.
- NUMBER OF BANNERS AND PLACEMENT ARE BASED UPON AVAILABILITY AND AT THE DISCRETION OF THE TOWN STAFF.
- APPLICATION FEE IS \$100.00 FOR ONE BANNER ON ONE SIDE OF THE BRIDGE OR \$150.00 FOR ONE BANNER ON EACH SIDE OF THE BRIDGE.

NAME OF EVENT:	DATED FOR BANNER(S) DISPLAY:
NAME OF BUSINESS/ORGANIZATION:	NAME OF APPLICANT:
MAILING ADDRESS:	PHONE NUMBER / EMAIL ADDRESS:
NUMBER OF BANNER(S) REQUESTED:	SIDE OF RR BRIDGE REQUESTED:

- BANNER(S) SHALL MEET THE EXACT SPECIFICATIONS HEREIN:
 - MAY ONLY BE CONSTRUCTED WITH NYLON OR VINYL
 - NO HAND-DRAWN WORDS (COPY) ARE PERMITTED
 - SHALL HAVE REINFORCED EDGES, WITH GROMMETS AT SPECIFIED LOCATIONS
 - SPONSOR NAMES AND LOGOS MAY COVER NO MORE THAN TWENTY PERCENT (20%) OF THE TOTAL BANNER SPACE



THE TOWN OF AVON IS NOT RESPONSIBLE FOR DAMAGE OR LOSS OF BANNER(S).

SIGNATURE OF APPLICANT OR OWNER:	DATE:
DIRECTOR OF FESTIVALS & SPECIAL EVENTS OR HIS/HER DESIGNEE:	DATE:
PUBLIC WORKS DIRECTOR:	DATE:

Please acknowledge that each page is understood by initialing:
Special Event Permit Application

TOA

Producer



ATTACHMENT C SANITATION MINIMUM REQUIREMENTS

SANITATION MINIMUM REQUIREMENTS											
PORTABLE RESTROOMS (Standard Units)											
No Food / Beverages						Food / Beverage Consumption					
Length of Event in Hours						Length of Event in Hours					
Crowd Size(1)						Crowd Size(1)					
	2	4	6	8	10		2	4	6	8	10
< 125	0	1	1	2	3	< 125	0	1	1	2	4
125 - 250	3	4	5	6	8	125 - 250	4	5	6	7	10
251 - 500	5	6	7	9	12	251 - 500	6	7	8	11	14
501 - 1,000	8	8	9	12	13	501 - 1,000	10	10	11	14	16
1,001 - 3,000	14	19	22	23	24	1,001 - 3,000	17	23	26	28	29
3,001 - 5,000	23	30	36	39	40	3,001 - 5,000	28	36	43	47	48
5,001 - 7,000	32	45	51	54	57	5,001 - 7,000	38	54	61	65	68

(1) = Crowd size based off peak day

The consumption of food, liquids, beer and other alcoholic beverages will increase usage by 15-20%

Weather should also be factored however generally, warmer weather may increase usage

Generally, each person will use the facilities once every four hours with mix 50% male/female - higher percentage of women add 15-20%

5% of total standard units must be ADA compliant; if clustered in groups 5% of the cluster must be ADA compliant

One handwashing station per 20 standard units is recommended

Handwashing = \$75/pr

Delivery for POL & HW = \$25 each

Removal \$25 each

Standard and ADA = \$125/per; 6 units and over are \$80/per

SANITATION MINIMUM REQUIREMENTS																				
RESOURCE RECOVERY: Dumpsters, Z.H. Stations & Event Boxes																				
Food / Beverage Consumption																				
Length of Event in Hours																				
Crowd Size(1)																				
	2				4				6				8				10			
	Dumpster / Trash	Dumpster / Recycling (2)	Event Boxes (3)	Z.H.Stations / Bins (4)	Dumpster / Trash	Dumpster / Recycling	Z.H.Stations	Event Boxes (3)	Dumpster / Trash	Dumpster / Recycling	Z.H.Stations	Event Boxes (3)	Dumpster / Trash	Dumpster / Recycling	Z.H.Stations	Event Boxes (3)	Dumpster / Trash	Dumpster / Recycling	Z.H.Stations	Event Boxes (3)
< 125	TOA (5)	TOA (5)	One	One / Three	TOA (5)	TOA (5)	One / Three	One	TOA (5)	TOA (5)	One / Three	One	TOA (5)	TOA (5)	Two / Six	Two	TOA (5)	TOA (5)	Two / Six	Two
125 - 250	TOA (5)	TOA (5)	Two	Two / Six	TOA (5)	TOA (5)	Two / Six	Two	TOA (5)	TOA (5)	Two / Six	Two	TOA (5)	TOA (5)	Two / Six	Two	TOA (5)	TOA (5)	Two / Six	Two
251 - 500	TOA (5)	TOA (5)	Two	Three / Nine	TOA (5)	TOA (5)	Three / Nine	Two	TOA (5)	TOA (5)	Three / Nine	Two	TOA (5)	TOA (5)	Three / Nine	Two	TOA (5)	TOA (5)	Three / Nine	Two
501 - 1,000	TOA (5)	TOA (5)	Three	Three / Nine	TOA (5)	TOA (5)	Three / Nine	Three	TOA (5)	TOA (5)	Five / Fifteen	Five	TOA (5)	TOA (5)	Six / Eighteen	Five	TOA (5)	TOA (5)	Six / Eighteen	Five
1,001 - 3,000	TOA (5)	TOA (5)	Five	Five / Fifteen	TOA (5)	TOA (5)	Five / Fifteen	Five	TOA (5)	TOA (5)	Ten / Thirty	Five	TOA (5)	TOA (5)	Ten / Thirty	Five	TOA (5)	TOA (5)	Ten / Thirty	Five
3,001 - 5,000	One 15-yard	One 15-yard	Five	Ten / Thirty	One 15-yard	One 15-yard	Ten / Thirty	Five	One 30-yard	One 30-yard	Twelve / Thirty-six	Five	One 30-yard	One 30-yard	Twelve / Thirty-six	Five	One 30-yard	One 30-yard	Twelve / Thirty-six	Five
5,001 - 7,000	One 30-yard	One 30-yard	Seven	Twelve / Thirty-six	One 30-yard	One 30-yard	Twelve / Thirty-six	Seven	One 30-yard	One 30-yard	Twelve / Thirty-six	Seven	One 30-yard	One 30-yard	Twelve / Thirty-six	Seven	One 30-yard	One 30-yard	Twelve / Thirty-six	Seven

(1) = Crowd size based off peak day

(2) = Recycling of the following products is required: plastic/glass bottles/containers; newspaper/magazines/flyers/posters; corrugated cardboard; aluminum/steel cans

(3) = Event Boxes located at each of the main points of entry/exit

(4) = Events receiving funding from the Town may use Z.H. If desired; three bins per tent and producer supplies all liners

(5) = Use of TOA 8-yard trash & 8-yard recycling - producer pays tip fee

Use of hay and/or straw will require compost hauling arranged through producer

Please acknowledge that each page is understood by initialing:
Special Event Permit Application

TOA

Producer



ATTACHMENT D
PERMIT APPLICATION FOR
OUTDOORS USE OF SOUND AMPLIFICATION SYSTEM

1. NAME OF APPLICANT _____

2. REPRESENTING BUSINESS/ORGANIZATION _____

ADDRESS AND/OR MAILING ADDRESS:

3. ADDRESS OF PREMISE OR LOCATION WHERE SOUND IS TO BE PRODUCED _____

4. TELEPHONE NUMBER _____

5. EMAIL ADDRESS _____

6. PURPOSE FOR OUTDOOR USE OF SOUND AMPLIFICATION SYSTEM _____

DATE/S OF PROPOSED USE _____

TIME/S OF PROPOSED USE _____

7. ATTACH A MAP OR DIAGRAM DEPICTING THE PROPOSED LOCATION OF SOUND AMPLIFICATION EQUIPMENT, DIRECTION OF SOUND PROJECTION AND POTENTIAL SOUND PROJECTION DISTANCE.

8. DESCRIPTION OF SOUND AMPLIFYING EQUIPMENT _____

SIGNATURE OF APPLICANT:

DATE:

THE PERMIT APPLICATION IS APPROVED BY THE TOWN OF AVON AS NOTED BY THE SIGNATURES BELOW. THE APPLICANT MUST COMPLY WITH CHAPTER 5.24 OF THE AVON MUNICIPAL CODE AS OUTLINED ON THE BACK OF THIS APPLICATION.

TOWN CLERK

DATE

DIRECTOR OF FESTIVALS & SPECIAL EVENTS

DATE

AVON POLICE CHIEF OR DESIGNEE

DATE



**AVON MUNICIPAL CODE: CHAPTER 5.24
AMPLIFIED SOUND SYSTEMS**

SECTIONS:

- 5.24.010 PERMIT REQUIRED
- 5.24.020 SPECIAL PERMITS REQUIRED – ADMINISTRATIVE APPROVAL
- 5.24.030 SPECIAL PERMITS REQUIRED – TOWN COUNCIL APPROVAL

5.24.010 PERMIT REQUIRED.

A. IT IS UNLAWFUL FOR ANY PERSON OTHER THAN AN OFFICER, EMPLOYEE OF ANY LOCAL OR THE STATE OF FEDERAL GOVERNMENT TO INSTALL, USE OR OPERATE OUTDOORS, WITHIN THE TOWN, A LOUD SPEAKER OR SOUND-AMPLIFYING EQUIPMENT IN A FIXED OR MOVABLE POSITION OR MOUNTED UPON ANY SOUND TRUCK WITHOUT A PERMIT OBTAINED PURSUANT TO SUBSECTION B OF THIS SECTION.

B. APPLICATION FOR A PERMIT SHALL BE MADE TO THE TOWN MANAGER ON FORMS ESTABLISHED BY THE TOWN MANAGER. SUCH APPLICATION SHALL BE ACTED UPON BY THE TOWN MANAGER IN ACCORDANCE WITH AN ADMINISTRATIVE PROCEDURE (AMC 5.24.020; ORD. 15-07), OR SHALL BE APPROVED BY THE TOWN COUNCIL (AMC 5.24.030; ORD. 15-07)

5.24.020 SPECIAL PERMITS REQUIRED – ADMINISTRATIVE APPROVAL

THE TOWN MANAGER MAY APPROVE AN AMPLIFIED SOUND PERMIT FOR OUTDOOR USE OF AMPLIFIED SOUND USE AT THE FOLLOWING LOCATIONS AND TIMES:

- a. IN NOTTINGHAM PARK, INCLUDING THE AVON PERFORMANCE PAVILION, ON SUNDAY THROUGH WEDNESDAY BETWEEN THE HOURS OF 9:00 A.M. AND 8:00 P.M. AND ON THURSDAY THROUGH SATURDAY BETWEEN THE HOURS OF 9:00 A.M. AND 10:00 P.M.
- b. IN ANY NON-COMMERCIAL ZONE (INCLUDING ANY PLANNED UNIT DEVELOPMENT AREA ALLOWING NON-COMMERCIAL USE, BUT NOT INCLUDING TOWN PROPERTIES, PARKS AND THE MAIN STREET MALL) BETWEEN THE HOURS OF 9:00 A.M. AND 8:00 P.M.
- c. IN ANY COMMERCIAL ZONE (INCLUDING ANY PLANNED UNIT DEVELOPMENT AREA ALLOWING COMMERCIAL, BUT NOT INCLUDED TOWN PROPERTIES AND THE MAIN STREET MALL) BETWEEN THE HOURS OF 8:00 A.M. AND 10:00 P.M.

5.24.030 SPECIAL PERMITS REQUIRED – TOWN COUNCIL APPROVAL

A. ANY AMPLIFIED SOUND PERMIT APPLICATION THAT IS NOT SUBJECT TO ADMINISTRATIVE APPROVAL OR THAT IS REFERRED BY THE TOWN MANGER TO THE TOWN COUNCIL SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE TOWN COUNCIL AFTER CONDUCTING A PUBLIC HEARING.

B. A PUBLIC HEARING FOR AN AMPLIFIED SOUND PERMIT SHALL BE POSTED AND PUBLISHED AT LEAST SIX (6) DAYS IN ADVANCE OF THE PUBLIC HEARING ON THE TOWN’S WEBSITE; IN A NEWSPAPER OF GENERAL CIRCULATION IN AVON; AT THE AVON TOWN HALL, AVON LIBRARY AND AVON RECREATION CENTER; AND, WITH REGARD TO AN AMPLIFIED SOUND PERMIT ON THE MAIN STREET MALL, POSTED AT THE PROPOSED LOCATION OF THE AMPLIFIED SOUND.



ATTACHMENT E
TEMPORARY USE PERMIT FORM

IF YOU WILL BE USING THE TOWN OF AVON PROPERTY OR PRIVATE PROPERTY FOR PARKING OR A USE OTHER THAN WANT THE PROPERTY IS ZONED FOR, PLEASE COMPLETE THE TEMPORARY USE FORM. THE AVON COMMUNITY DEVELOPMENT DEPARTMENT WILL ASSIST YOU N DETERMINING THE LOT NUMBER, BLOCK NUMBER, SUBDIVISION AND ACREAGE AS WELL AS THE OWNER OF THE LOT. PERMISSION MUST BE GRANTED FROM THE PROPERTY OWNER AND THEY MUST SIGN THE ATTACHED FORM. A \$250 DEPOSIT MUST BE SUBMITTED WITH PERMIT AND WILL BE REFUNDED IN FULL IF THE LOT IS LEFT IN THE MANNER IT WAS FOUND.

*THERE IS NO OVERNIGHT CAMPING WITHIN THE TOWN OF AVON LIMITS.

LOT (S) # _____ BLOCK# _____ SUBDIVISION _____
ACRES _____ DATE OF USE _____ TIME OF USE _____
APPLICANT NAME _____ PHONE _____
APPLICANT ADDRESS _____

THE UNDERSIGNED PERMITTEE HEREBY AGREES TO ACCEPT RESPONSIBILITY FOR DUST SUPPRESSION, TRASH PICK-UP, RESTORATION AND REVEGETATION AS NECESSARY TO RETURN THE ABOVE REFERENCED PROPERTY TO ITS ORIGINAL CONDITION. SPECIFIC REQUIREMENTS SHALL BE DETERMINED BY THE TOWN OF AVON PRIOR TO THE APPROVAL OF THIS PERMIT.

APPLICANTS COMMENTS (USE BACK OF PAGE) SHALL INCLUDE A THOROUGH PLAN FOR DUST SUPPRESSION DURING THE EVENT, RESTORATION AND REVEGETATION OF THE PROPERTY TO ITS ORIGINAL STATE. THE COMMENTS ARE NOT TO BE CONSIDERED LIMITING, HOWEVER, TO THE TOWN'S AUTHORITY TO REQUIRE FURTHER MEASURES TO BE TAKEN.

UPON APPROVAL OF THIS PERMIT THE TOWN SHALL AUTHORIZE THE LOT(S) DESCRIBED HEREIN TO BE USED IN ASSOCIATION WITH THIS PERMITTED SPECIAL EVENT. COUNCIL APPROVAL WILL BE REQUIRED IF THE LOT IS TO BE USED IN ANY MANNER OTHER THAN WHAT THE ZONING ALLOWS.

A DAMAGE DEPOSIT OF \$250 IS REQUIRED TO BE SUBMITTED TO THE TOWN OF AVON UPON APPROVAL OF PERMIT OR 10 DAYS PRIOR TO THE EVENT.

APPLICANT SIGNATURE _____ DATE _____

LAND OWNER SIGNATURE _____ DATE _____

Please acknowledge that each page is understood by initialing:
Special Event Permit Application

TOA

Producer



**ATTACHMENT F
ALCOHOL REQUIREMENTS**

BEER AND WINE MAY BE SERVED AND CONSUMED BY PERSONS AGE 21 YEARS OR OLDER. THE DESIGNATED AREAS IN NOTTINGHAM PARK WHERE ALCOHOL CAN BE CONSUMED SHALL INCLUDE THE PARK BOUNDARIES. ALCOHOL IS NOT PERMITTED ON NOTTINGHAM LAKE.

WHEN ALCOHOL IS SERVED, AN INSURANCE LIABILITY CERTIFICATE COVERING PREMISES AND OPERATIONS WITH LIMIT OF LIABILITY OF NO LESS THAN \$1,000,000 COVERING BODILY INJURY OR PROPERTY DAMAGE IN A COMBINED SINGLE LIMIT, NAMING THE TOWN OF AVON AND ITS EMPLOYEES AND OFFICERS AS CO-INSURED IS REQUIRED.

THE APPLICANT IS RESPONSIBLE AND ASSUMES ALL RISK REGARDING LIABILITIES THAT MAY ARISE BY THOSE ATTENDING AND DRINKING ALCOHOL DURING PARK USE. APPLICANT IS RESPONSIBLE FOR ENSURING THAT ALL PERSONS WHO DRINK ALCOHOL ARE OF LEGAL AGE AND THAT ALL STATE ALCOHOL LAWS ARE OBEYED.

PERMITEE MUST DISCUSS ALCOHOL GUIDELINES WITH AVON TOWN CLERK (970-748-4001). A STATE OF COLORADO LICENSE MUST BE OBTAINED, AS WELL AS FORMAL APPROVAL FROM AVON'S TOWN COUNCIL. AT LEAST THREE MONTHS SHOULD BE ALLOWED TO OBTAIN NECESSARY PERMITS. SHOULD A VENDOR AT AN EVENT WISH TO SELL ALCOHOL; PERMISSION MUST BE OBTAINED FROM THE EVENT PERMITEE (IN ADDITION TO PROCEDURES OUTLINED ABOVE).



**ATTACHMENT G
EQUIPMENT RENTAL / STAFFING PRICING 2017**

<u>Heavy Equipment</u> ⁽¹⁾	<u>Cost</u>
Pickup Truck 4x4	No Cost
Tool Cat w/implement	\$ 50.00
Backhoe	\$ 53.00
Loader	\$ 101.00
Lift Truck	\$ 115.00
Skid Steer	\$ 69.00
Street Sweeper	\$ 135.00
Dump Truck	\$ 100.00
Power Washer	\$ 68.00
Culvert Cleaning Machine (Jet Machine)	\$ 90.00
Tractor	\$ 50.00

<u>Event Equipment</u>	<u>Cost</u>
Inflatable Movie Screen	\$ 350.00
LCD Projector	\$ 250.00
Mackie Speakers (4, including stands)	\$ 250.00
10 X 10 Tent	\$ Free
Soundboard	\$ 150.00
Blue Net Fencing (150 ft.)	\$ 20.00
Stadium Barricade (150 ft.)	\$ 10.00
Portable Sound System	\$ 50.00

<u>Other Equipment</u>	<u>Cost Per day</u>
Compressor	\$ 104.00
Generator	\$ 115.00
Variable Message Board (VMS) ⁽²⁾	\$ 220.00

<u>Field Labor</u>	<u>Cost</u>
Public Works Personnel	\$25 per man hour

⁽¹⁾The heavy equipment price includes operator and is on an as available basis.

⁽²⁾ Variable Message Board cost includes delivery/pick-up, and programming to be done by Town Staff.



ATTACHMENT H

PLEASE PROVIDE A MAP OF YOUR EVENT VENUE INDICATING THE PLACEMENT INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- PROPOSED PARKING LOT CLOSURES
- SECURITY PERSONNEL
- MEDICAL TENT
- BOX OFFICE
- TENTS
- VENDORS
- STAGING
- SOUND
- POWER SOURCES
- PORTABLE RESTROOMS
- DUMPSTERS
- TRASH/RECYCLING RECEPTACLES
- MAIN ENTRY/EXIT
- EMERGENCY BLOW OUT GATES



**ATTACHMENT I
TOWN OF AVON – PERMITTED SPECIAL EVENTS
POST EVENT REPORT**

The Town of Avon requires that each event promoter granted an approved special event permit complete the Post Event Report. This report is to be submitted in a typed format to the Director of Festivals & Special Events or his/her designee within 60- days after completion of the event.

1. Event Introduction:
2. Overview – Event Strengths/Weaknesses:
3. Event Budget:
4. Marketing and Promotional Efforts (attach samples):
5. Attendance and Demographic Information:
6. (In state, out of state, Avon visitors, Avon residents, age median-age, house hold income, etc.)
7. Impact on Economy: (Hotel rooming nights, rooming rates, average dollars spent excluding lodging, etc.)
8. Impact on Sense of Community:
9. Potential for Growth of Event and Sponsorship Revenue:
10. Number of spectators, Number of participants, sponsorship dollars raised, future potential, etc.
11. Did the Attendees Enjoy this Event?



AVON POLICE DEPARTMENT
AGREEMENT FOR EXTRA DUTY LAW ENFORCEMENT
WITH A NON-GOVERNMENTAL AGENCY

This Agreement for Extra Duty Law Enforcement ("Agreement") is entered into between the TOWN OF AVON, a Colorado home rule municipal corporation ("Town") and _____ ("Purchaser").

1. OBLIGATIONS OF TOWN: The Town will assign an extra-duty police officer or officers in uniform to provide additional law enforcement on the premises of Purchaser for the event ("Event") as described in Paragraph 3 below. The sole responsibility of the police officer while so assigned shall be to enforce the laws of the local jurisdiction, statutes of the State of Colorado, and other applicable laws during the Event.

2. EVENT: Purchaser requests additional law enforcement for the following Event:

Event Name: _____ Date: _____

Start Time: _____

End Time: _____

Number of Officers Requested: _____ Number of Patrol Cars Requested: _____

Additional Requests: _____

On-Site Contact Person
And Cell Phone Number: _____

3. COMPENSATION: Purchaser will compensate the Town at the rate of \$62.00 per hour subject to a minimum of three (3) hours, totaling \$186.00 per work shift for a police officer, plus an 8% administration fee. Additionally, any time spent by the police officer processing the arrest, including report writing, will be paid by the Purchaser at the same rate. If a police vehicle is required, the business will compensate the Town at a rate of \$6.00 per hour with a minimum of three (3) hours use (\$18.00). The Town shall provide an invoice on a monthly basis. The Purchaser shall pay the invoice in full within thirty days (30) days of receipt. The outstanding balance of an invoice shall begin to accrue interest at the rate of one and one-half percent (1 1/2%) per month (eighteen percent [18%] per annum, compounded annually) thirty (30) days after the invoice date and such interest to continue until the bill and all accrued interest are paid in full in accordance with Section 3.32.010 of the Avon Municipal Code.

4. EMERGENCY AVAILABILITY: The police officer shall, at all times while assigned as provided in Paragraph 1, be available to respond to any incident occurring off the premises which, the police officer determines in the police officer's sole discretion, to be an emergency. In the event of such an emergency response, the police officer shall promptly return to the premises of the Premises after cessation of the emergency.

5. TERM OF AGREEMENT: This Agreement shall remain in effect for the duration the Event and shall then terminate. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

6. **RELATIONSHIP OF OFFICER:** While assigned as provided in Paragraph 1, the police officer shall at all times remain an employee of the Town acting within the performance of his duties and the scope of his employment with the Town, and shall be under the sole supervision and control of his shift commander.
7. **INDEMNIFICATION:** The Purchaser on behalf of itself, its officers, employees and agents, hereby releases the Town and its officers, employees and agents from and waives any and all liability, claims, and demands for damages of whatsoever nature, including without limitation claims arising from bodily injury, personal injury, property loss or damage, which arise out of this Agreement, or are in any manner connected with this Agreement. Purchaser further agrees to indemnify, defend, and hold harmless the Town, its officers, its employees and agents for any uninsured or deductible costs, including without limitation the cost of any judgment or settlement and the costs of defense including attorney's fees incurred by the Town, its officers, employees and agents in connection with any claims of third parties against the Town, its officers, employees or agents which arise out of or are in any manner connected with this Agreement. The Town agrees that so long as this Agreement is in effect, it will maintain false arrest and general liability insurance.
8. **NO WAIVER OF GOVERNMENTAL IMMUNITY:** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
9. **INSURANCE:** Purchaser shall maintain general liability coverage providing bodily injury and property damage coverage with a limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Purchaser shall cause Town to be named as an additional insured and shall provide Town with evidence, acceptable to Town that the required insurance is in full force and effect. Purchaser agrees to notify Town immediately upon any notice of cancellation of policy or change in the insurance that reduces coverage in any manner. The certificate(s) shall also stipulate that the insurance afforded the Purchaser shall be primary insurance for operations performed in whole or in part by or on behalf of the Purchaser and that any insurance carried by the Town, its officials, employees or agents shall be excess and not contributory insurance to that provided by the Purchaser for operations performed in whole or in part by or on behalf of the Purchaser.
10. **NO THIRD PARTY BENEFICIARIES:** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
11. **SEVERABILITY:** Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

TOWN OF AVON

By: _____
[Signature]

Date: _____

Name/Title: _____
[Print name and title]

PURCHASER

By: _____
[Signature]

Date: _____

Name/Title: _____
[Print name and title]

Email: _____

Address: _____

Phone: _____

Please acknowledge that each page is understood by initialing:
 Special Event Permit Application

 TOA

 Producer



**Permit Application for Tents and Membranes
2015 IFC 105.7.18**

Date: ____/____/____

Applicant: _____

Mailing Address: _____

City _____ State _____ Zip _____

Cell: _____ Email: _____

Tent Location: _____

Set-up Date ____/____/____ Completion Date ____/____/____

Permit Fee: \$65.00 per event which includes an inspection

Permit applications including the check may be submitted in person weekdays from 8:30 a.m. to 4:30 p.m., or mailed to:

Eagle River Fire Protection District
Attn: Prevention Bureau
PO Box 7980,
90 Benchmark Rd, Suite 101
Avon CO 81620

- A field inspection will be performed to determine any additional requirements. Please call 970-736-5064 or 970-748-4739 to schedule a field inspection prior to the commencing of activities.
- Please fill out additional page/s of this document

For ERFPD use only

Signature:	Date:
Processed by:	Permit:



Please complete the following:

1) Will there be tents, canopies and/or membrane structures erected?

<input type="checkbox"/>	Yes – <ul style="list-style-type: none">• Tents and membrane structures having an area in excess of 400sq ft. shall not be erected, operated or maintained for any purpose without obtaining a construction permit and approval from the fire code official. (IFC 3103.2)• Permits shall be required as set forth in IFC section 105.7.18.
<input type="checkbox"/>	No – continue to 3.

2) Will the tent be used for cooking operations, food sales or a place of warming?

<input type="checkbox"/>	Yes – the following conditions apply: <ul style="list-style-type: none">• Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or any other unapproved devices shall not be permitted inside or located within 20 ft. of the tent or membrane structures while open to the public unless approved by the fire code official (IFC 3104.7)• Portable fire extinguishers shall be provided as required by Section 906. (IFC 3104.12)• Outdoor cooking that produces sparks or grease-laden vapors shall not be performed within 20 ft. of a tent or membrane structure.
<input type="checkbox"/>	No – continue to 3.

3) Description of the event:

4) The following items are required to be submitted with this application:

- Site plan showing location of tent on property and distance from buildings.
- Number of tents including dimensions of each and whether tent will be equipped with sides to enclose.
- Proposed use of each tent.
- Flame resistant certificate for each tent.