

# Park Union Business Improvement District Third-Party Events Standards and Guidelines Policy

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Adopted May 26, 2021, by Park Union Business Improvement District Board
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#### 1 INTRODUCTION

Park Union is an active, walkable, mixed-use district embedded within the fabric of surrounding commercial and residential neighborhoods in the heart of the city of Colorado Springs. It spans from West Cucharras Street to West Cimarron Street, and from the Greenway Trail in America the Beautiful Park to South Cascade Avenue. Its special character is defined by the quality of the public realm and its outdoor, pedestrian-friendly commercial and retail environment, which is managed by the Park Union Business Improvement District (BID). Located at the crossroads of commerce, government, and residential living, it is a natural gathering space for a diverse cross section of Colorado Springs residents and visitors.

This document addresses events held by third parties within the public realm of Park Union that have the potential to affect the surrounding business environment, the unique public realm and the BID's investment in the many streetscape, hardscape and landscape assets it maintains.

Park Union is a compact urban area with significant pedestrian and vehicular traffic on a daily and nightly basis as well as an area that hosts regular community events. Pedestrian and retail access, in addition to the BID's investment in the streetscape, hardscape, and landscape must be maintained in a safe and convenient way during all hours. As the area continues to evolve, it is essential that event parties respect and reinforce the BID's goals and mixed-use nature, while contributing to its special character.

#### 1.1 Purpose

The purpose of the Park Union Business Improvement District Third-party Event Standards and Guidelines is to provide clear, comprehensive guidance articulating the process and expectations



of producing and hosting an event within the BID's boundaries. This document provides event producers with an understanding of the standards for working with the BID and addresses the expectations for events that take place within the public right-of-way and private properties within Park union prior to, during, and upon completion of events. The event producer shall be the entity that will be held accountable if the standards are not met.

#### 1.2 Applicability

All entities that are applying or have received approval from the City of Colorado Springs for special events permits in the public right-of-way in Park Union are subject to the Park Union Business Improvement District Third-Party Event Standards and Guidelines. Failure to adhere to these standards will result in possible incurrence of damage fees.

#### 1.3 Context

Park Union is bounded on three sides by important arterials: Colorado Avenue on the north, West Cimarron Street on the south, and South Cascade Avenue on the east. These east-west and north-south connectors provide convenient access to the district. The Pikes Peak Greenway, commonly occupied by pedestrians and bicyclists, runs through America the Beautiful Park on the west side of the district along Fountain Creek. On the south and east sides, the BID is bounded by vibrant residential and commercial neighborhoods. The United States Olympic and Paralympic Museum, Pikes Peak Center, and Switchbacks Stadium, popular entertainment venues that provide a complement to Park Union's overall experience, are located within or surrounding the district on adjacent streets.

Over the years, Park Union and the surrounding neighborhoods have experienced numerous changes. From the demolition and revitalization of a blighted, urban renewal area to the recent opening of the United States Olympic and Paralympic Museum and pedestrian bridge leading to America the Beautiful Park, the public areas within Park Union have become key components of this dynamic urban environment.

In 2017, the Park Union BID was approved to finance and manage the re-design and construction of Park Union, including the new pedestrian bridge connecting to America the Beautiful Park and West Vermijo Avenue between South Cascade Avenue and South Sierra Madre St., a \$21.5 million streetscape, hardscape, and landscape renovation effort created to retain and attract visitors and



users, and to protect and preserve the District's character while promoting the District's walkability. A major component of this project was the complete remodel of West Vermijo Avenue into an outdoor festival street meant to host public events and provide a focal point for activities in the Park Union community. Ultimately, the BID invested in the Park Union area in order to improve the public amenities.

The BID continues to pay for and manage West Vermijo Avenue between South Cascade Avenue and South Sierra Madre Street, as well as all other public infrastructure within Park Union, using funds from taxpayers within the District and investment through District-issued bonds. It is critical to the BID and the property owners within the District that these investments are not destroyed or compromised by current and future events, activities and uses of the Avenue and/or other public and private areas within the BID.

#### 2 PARK UNION EVENT GUIDELINES

Events held within Park Union are subject to regulations set by the City of Colorado Springs in addition to those set forth by the BID Third-Party Event Standards and Guidelines. To host an event, a BID Third-Party Event Concept Plan must be submitted to the BID *before* submitting a Special Event Permit Application to the City of Colorado Springs. If approval of the event concept is given, event producers may continue the process of submitting a Special Event Permit Application to the City of Colorado Springs, as well as a Park Union Event Application to the BID. Once approval of Special Event Permit(s)/Application(s) are granted by the City of Colorado Springs and BID, the permittee must follow special event standards and guidelines outlined in this document, beginning in section 2.3.

Event summaries must clearly demonstrate how the proposed event will enhance, promote, and support the business atmosphere and business functions within the District. Proposed events that do not enhance, promote, and support Park Union's business atmosphere and business functions will be denied.



#### 2.1 West Vermijo Avenue Overview

Many public events are held on West Vermijo Avenue, located in the heart of Park Union between South Cascade Avenue and South Sierra Madre Street, throughout the year. Park Union is proud to host fun, creative events that showcase the uniqueness of the District, attract residents and visitors, and enhance the brand and image of Downtown Colorado Springs.

West Vermijo Avenue is the District's premier outdoor festival street. It is managed and maintained by the BID in partnership with the City of Colorado Springs through an Intergovernmental Agreement (IGA).

West Vermijo Avenue leads into the United States Olympic and Paralympic Museum (Museum) Plaza to the West. Event producers who are interested in utilizing the Museum's Weidner and/or Norwood Plazas must contact the Museum to book.

#### 2.2 Park Union Business Improvement District Parking Lot

Use of the Park Union Business Improvement District Parking Lot is not included in event permit fees and parking rates will not be discounted for events as it is owned by a private entity.

However, the event producer may pay to book spaces within the parking lot utilizing a special event code that can be used via digital kiosks located on each corner of the parking lot. Please refer to section 3.3.4 for more information on parking space booking and subsequent fees.

#### 2.3 Event Acknowledgments

- 1. Event producer understands that the BID assumes no responsibility for costs or expenses to execute the event
- 2. Event producer understands that the BID assumes no responsibility for promoting the event
- 3. Event producer understands that the BID reserves the right to change, modify, approve, and deny event site layout



- 4. Event producer understands that the BID reserves the right to approve or deny event calendar dates
- 5. Event Fees and Damage Deposit must be submitted after a Park Union Event Application has been approved by the BID and at least 30 days prior to the event date
- 6. Events serving alcohol must adhere to rules and regulations determined by the City of Colorado Springs

#### 2.4 Pre and Post Event

Per the BID's Inter-Governmental Agreement with the City of Colorado Springs, special event producers wishing to host an event within the public realm of Park Union must follow the below guidelines:

#### 2.4.1 Special Event Permitting Process

- 1. Event Producer must submit a BID Third-Party Event Concept Plan to the BID for review.
  - a. Upon receipt of the plan, the BID will host an event concept meeting to discuss details of the event as they pertain to the District's brand identity and goals.
- 2. Upon approval by the BID of the BID Third-Party Event Concept Plan, the event producer may continue the process of completing a Special Event Permit Application with the City of Colorado Springs and the Park Union Event Application with the BID.
  - a. The BID and the City of Colorado Springs (City) work together through an InterGovernmental Agreement (IGA) to manage and maintain public infrastructure and parks within the District. As such, an event permit must be obtained by the City and all requirements within the City's permit continue to apply.
  - b. Event producer agrees to follow all procedures outlined by the City of Colorado Springs and obtain all required permits or licenses required by the City of Colorado Springs. Office of Special Events is managed by the City of Colorado Springs. Please visit Office of Special Events | Colorado Springs for more information.



- 3. Once official permits are obtained from the City of Colorado Springs and the Park Union Event Application has been completed and approved, the event producer can begin to work with BID staff through the following process:
  - a. Event pre-planning meeting and walk-through with BID staff
    - i This meeting and walk-through must be held immediately after City of Colorado Springs and BID approval of special event permits and applications OR at least sixty (60) days prior to event date.
    - ii The pre-planning meeting is intended to review all event information, permits, site layouts, vendor lists, etc. as well as to ensure production of a high-quality event that results in minimal impact to the BID's owned and maintained infrastructure.
    - b. 30 days prior to the event: Event producer pays all event fees and damage deposit and provides the Certificate of Commercial General Liability Insurance to the BID.
    - c. 24 hours prior to the event: Event producer and BID conduct a pre-event walkthrough. The pre-event walk-through is intended to review and evaluate the public event space and document its condition prior to the event. Discussions with BID staff will include information concerning how to minimize disruption and damage to the existing streetscape, hardscape, and landscape.
      - To schedule the pre-event meeting and walk-through, please email <a href="mailto:emma@thesportcorp.org">emma@thesportcorp.org</a> (Subject Line: Request to Schedule a Park Union Pre-Event Planning Meeting) or call 719-634-7333 ext. 1018.
- 4. Post-Event walk-through and inspection with BID staff: The post-event walk-through and inspection must be held no later than 24 hours after completion of the event.
  - a. The post-event walk-through and inspection is intended to review and evaluate the public event space and document its condition after the event has concluded. The inspection will specifically look for any evidence of disruption and/or damage to the existing streetscape, hardscape, or landscape that was not returned to its original condition following the event. The BID's streetscape, hardscape, and landscape improvements are paid for and maintained through the tax dollars of the commercial businesses in the District. The BID has rigorous expectations of how to work within the streetscape, hardscape, and landscape elements of Park Union.



- i In the event of any damage to the streetscape, hardscape, or landscape, BID staff will assess damage with the event producer and bill the event producer for repairs, restoration and/or replacement of its assets. Any assessed damage may require additional fees to be paid by the event producer in addition to partial or no refund of the event producer's damage deposit.
- b. To schedule the post-event walk-through and inspection, please email <a href="mailto:emma@thesportcorp.org">emma@thesportcorp.org</a> (Subject Line: Request to Schedule a Park Union Post-Event Walk-Through) or call 719-634-7333 ext. 1018.
- 5. Post-Event Informal Meeting, intended to review the event and discuss initial event findings. It provides an opportunity for both the event producer and BID staff to provide constructive feedback regarding event operations, marketing, planning and logistics.
  - a. This informal meeting must be held approximately 30 days after the event completion date with BID staff.
  - b. To schedule the post-event meeting, please email <a href="ma@thesportcorp.org">emma@thesportcorp.org</a> (Subject Line: Request to Post-Event Meeting) or call 719-634-7333 ext. 1018.

#### 2.4.2 Insurance

- A. Event producers must supply a Certificate of Commercial General Liability Insurance from their insurance company to the BID.
  - a. The policy must be for a minimum of \$1,000,000.00 with an aggregate amount of \$1,000,000.00 listing "Park Union Business Improvement District; CSJ No. 1, LLC; CSJ No. 7, LLC; Urban Properties No. 4, LLC; DDJ No. 1, LLC; Nor'wood Limited, Inc.; Colorado Springs Sports Corporation; and SRPC, LLC and their owners, officers, board members, agents and employees" as additional insured.
    - i It is the responsibility of the event producer to ensure all vendors include the above entities in their certificate of insurance as well to cover any damage created by the vendor.
  - b. Coverage must be maintained for the duration of the event including setup and dismantle dates.
  - c. Additional insurance may be required dependent on the event size and any highrisk activities.
  - d. Certificate Holder for all events shall be:



Park Union Business Improvement District 111 South Tejon Street, Suite 705 Colorado Springs, CO 80903

Colorado Springs Sports Corporation 1631 Mesa Ave. Ste E Colorado Springs, CO 80906

- B. Events that intend to serve or sell alcoholic beverages at an event must also submit a Certificate of Insurance providing proof of a Liquor Legal Liability Insurance Policy or properly endorsed General Liability Insurance Policy.
  - a. Events that hire a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves must submit a Certificate of Insurance from the vendor providing proof of a Liquor Legal Liability Insurance Policy or properly endorsed General Liability Insurance Policy.
  - b. The minimum acceptable limit of liability per claim and aggregate is \$1,000,000. This requirement applies to the business or group which serves or sells the alcohol.

### 3 COMPLIANCE

#### 3.1 Contract

- A. The Park Union Event Application will serve as an official contract between the BID and the event producer for use of any and all public spaces within Park Union and should be signed and returned to the BID at least 60 days prior to event.
- B. Event producer agrees to indemnify, defend, and hold the BID and property owners within the BID harmless against and in respect to any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interests, penalties and reasonable attorney's fees that shall be incurred or suffered by the BID or property owners within the BID which arise, result from or relate to applicant's event or program and/or applicant's performance of its agreement as specified in these guidelines.



C. Nothing in these guidelines or the application/contract shall be deemed or interpreted as a waiver of the protections and rights provided to the BID pursuant to the Colorado Governmental Immunity Act or any other statutory protections provided to the District.

#### 3.2 Rules and Regulations

The following rules and regulations apply to all events held within Park Union.

#### 3.2.1 Cleaning and Damage

- A. All setup and cleanup (including pickup and delivery of rental equipment) must be completed within the hours of the permit.
  - a. Permit holders are responsible for all setup and cleanup needed for their events. Event areas must be returned in the same condition as received. Park Union staff will perform an inspection before and after each event to assess any damage or additional cleaning.
- D. It is the permit holder's responsibility to supply all equipment and supplies (tables, chairs, tents, trash/recycle receptacles, bathroom facilities, etc.) that are to be used for the event.
- E. No personal items, rental equipment, decorations, etc. may be stored in the event location outside of the permitted times.
- F. Event Producer and/or contracted service providers shall not drag heavy objects on the street or over concrete or pavers. Boxes, chests, musical and electronic equipment, cases, podiums, kegs, furniture, barricades, etc. must be carried and placed gently.
  - a. BID staff will work with event producer's traffic control and barricade company to ensure barricades are properly carried and placed
- G. Only dollies with rubber tires can be used for transportation of materials on West Vermijo Avenue. Metal wheels of any kind are prohibited.
- H. All items brought into Park Union must have a protective surface that comes in contact with the floor surface (e.g., metal legs, table bases, sound equipment, décor, booth support, poles etc.) and should be padded with plastic, carpet, or some other cushioning material.
- I. Under no circumstances will it be permitted to drive stakes into the ground for any means. Water, lead, and sand weights are permitted to secure objects.



- a. If weights are used to support temporary tents or other structures related to the event, protection must be used to prevent any damages from occurring to the pavers or any other surfaces which are maintained by the BID.
- b. Potential trip hazards related to tent strapping must be identified and managed by the event staff.
- J. Trash and recycling related to any event will need its own receptacles and/or dumpster, which shall be supplied, monitored, and emptied by the event staff.
  - a. Event trash and recycling cannot be placed in Park Union trash cans or dumpsters at any time.
  - b. If a dumpster rental is deemed appropriate for the scheduled event, a parking meter(s) will need to be reserved and bagged through the City of Colorado Springs Parking Authority on either Sahwatch St. or S Sierra Madre Street.
  - c. Dumpsters cannot be placed on W Vermijo Avenue.
  - d. Should an event producer decide to have trash dumpsters removed after the permit period ends to save on weekend removal costs, the event producer shall extend the permit period to cover the days in which the restrooms remain in the District.
    - Trash dumpsters must be locked at all times when not being utilized by the
      permit holder. Any and all damage caused to the District by trash receptacles
      and dumpster tampering after an event is considered a responsibility of the
      event producer and will be assessed as such. Portable restrooms shall be
      supplied and monitored by the event producer.
  - a. Should an event producer decide to have portable restrooms removed after the permit period ends to save on weekend removal costs, the event producer shall extend the permit period to cover the days in which the restrooms remain in the District.
    - 1. Portable restrooms must be locked at all times when not being utilized by the permit holder. Any and all damage caused to the District by portable restroom tampering after an event is considered a responsibility of the event producer and will be assessed as such.



#### 3.2.2 Decorations and Amplified Sound

- A. The following items are prohibited within all streetscapes, hardscapes, and landscapes on the urban side of Park Union: rice/birdseed, glitter, confetti, decals, stickers, wax candles or fireworks of any kind.
- B. No tape, nails, staples, tacks, adhesive of any kind, etc. may be used to affix anything to any of the posts, poles, or banners within Park Union. No items may be hung from the banner poles, trees, public art, or light fixtures within Park Union.
  - a. If it is necessary to tape any item to approved streetscape or hardscape, "gaffer's tape" is the only type of tape that is approved for use. It does not leave a residue on the streetscape or hardscape
- C. Paint, spray paint, markers, pens, or any other form of writing/drawing materials are prohibited on all streetscapes, hardscapes, and landscapes.
  - a. Washable sidewalk chalk is permitted only on concrete sidewalks and asphalt.
- D. Amplified sound must not exceed 55 decibels from the nearest residential property line to the event facility and must end no later than one hour before the permit ends.

#### 3.2.3 Signage/Banners/Marketing Materials

- A. Advertising or promotional signs, including corporate logos must be approved by the BID at least 30 days prior to the event. The location of the signs must be reviewed and approved as well.
  - a. Advertising, promotional signs, banners, etc. that are attached to unapproved streetscapes, hardscapes, and landscapes will be removed.
- B. Signs cannot be left unattended; if left unattended, they are subject to removal.
- C. Only family-friendly messaging, advertisements, and music will be allowed at all times. Our top priority is to make sure that no songs, messages, or advertisements are played which could cause embarrassment or discomfort to any of our partners or guests
  - a. While the definition of "family-friendly" can certainly be interpreted in different ways, following are the "will not approve" guidelines we have implemented:
    - Messaging and advertisements with profanity or racial slurs of any kind.
    - 2. Messaging and advertisements that are degrading and/or disrespectful toward any person or group of people.



- 3. Messaging and advertisements that encourage/glorify alcohol or drug use, sex, or guns.
- 4. Messaging and advertisements that encourage/glorify violence against women, police, or any specific group.
- 5. Messaging and advertisements that encourage illegal activity of any kind.
- 6. We do not consider messaging to be family-friendly if the offending content has simply been slightly changed or blurred out in order to convey the intent without expressly showing the offensive word or content. We believe that this approach simply results in drawing even more attention to the offending language or content, so we choose not to approve messages and advertisements that have been edited in this manner. Therefore, "clean versions" may still not meet our standards.
- D. Banners should be delivered to the BID at least 7 days before the event start time. If the banner is not delivered in time and it is not possible for the engineers to install the banner, no refund of banner installation fees will be made by the BID. See section 3.3.5 for more information on banner install/removal fees.
- E. "Event in Progress" or "Race in Progress" signs may be posted at designated points on roadways, park entrances, and trails on the day of the event, for the purposes of notifying the public that the event is taking place. Please note, these signs are not meant for advertising the event. Parks, Recreation and Cultural Services staff, in addition to BID staff, will instruct as the where they may be placed.
- F. Stationary signs placed on sidewalks and pavers must have galvanized steel or padding underneath the base to protect streetscapes from rust.
- G. Use of the names "Park Union", "Park Union Business Improvement District", the Park Union logo, or any other term implying endorsement by, or support of the BID is not authorized except by specific written approval. All uses of the Park Union name and/or logo on printed and electronic collateral, advertising or other event promotional material must be approved in advance of production by the BID.



#### 3.2.4 Other Considerations

- A. It is unlawful for any person, other than authorized BID staff, to injure, deface, destroy, sever, or remove any property within Park Union.
- B. The event organizer must remain on site until all vendors have left the area and breakdown and clean-up is complete.
- C. A pre- and post- event walkthrough with Park Union staff is mandatory for all events.
- D. Permit holders are responsible for their actions and the actions of their guests, attendees, and vendors, including those responsible for setup and cleanup.
  - a. Permit holder is responsible to ensure that all event participants observe the terms of the permit and follow all rules and regulations.
  - b. It is the permit holder's responsibility to inform all guests, attendees, and vendors of the specific terms of the permit.
- E. All electrical elements must be located next to the electricity source to mitigate tripping hazards from electrical cords.
- F. Aircraft, alcohol, fireworks, golf, petting zoos, projectile items such as airplanes and rockets, drones, and weapons such as knives, firearms, bows and arrows, and martial arts weapons are prohibited.
- G. Open burning is prohibited. Bonfires, beacons, etc. must be contained at all times.
  - Bonfires, grills, and any other fire-containing objects are not permitted on West Vermijo Avenue and must be placed in the BID parking lot, Sahwatch St., or S Sierra Madre St.
- H. Food trucks are not permitted on West Vermijo Avenue and must be placed in the Park Union parking lot, Sahwatch St., or S Sierra Madre St.
  - a. Pre-Cooked food vendors may be stationed on West Vermijo Ave. However, if vendor provides items cooked on-site (e.g., grilled items, fried items, popcorn), vendor must be stationed within the Park Union parking lot, Sahwatch St., or S Sierra Madre St.
    - 1. Pre-Cooked food vendors must have a protective layer underneath their station such as rubber matting, AstroTurf, visqueen, etc. to protect pavers from potential spills
  - b. Grease from a food station will need to be disposed of properly off-site by the event staff or vendor.



- 1. Grease improperly disposed of in Park Union will result in a penalty or fine paid for by the event producer.
- I. Portable Restrooms and garbage dumpsters are not allowed on West Vermijo Avenue; BID staff will work with event producer on allowable locations for placement.
- J. Landscaped areas are strictly prohibited from all event uses.
- K. Due to the silva cell sub-structure beneath W Vermijo Ave. pavers, heavy equipment is prohibited from stationary placement on sidewalk areas to avoid damage. On vehicle/street areas on W Vermijo Ave., heavy equipment weighing more than 86,000 pounds/43 tons is prohibited from stationary placement.

#### 3.3 Fees

#### 3.3.1 Rental Fees + Security Deposit

A permit fee of \$1,000 and a \$2,000 security deposit (total of \$3,000) per event not to exceed 5 days will be invoiced to the permit holder upon approval of the Park Union Third Party Event Application. Events lasting more than five days will be subject to additional fees. The entire fee must be paid 30 days prior to event.

Payment must be received by BID by check. Checks must be made out to Colorado Springs Sports Corporation and dropped off or mailed to:

Colorado Springs Sports Corporation 1631 Mesa Ave. Ste E Colorado Springs, CO 80906

#### Permit fee includes:

- a. Rental of 1-3 public rights-of-way within Park Union as an event site during permitted event times. For example, the permit fee will cover the rental of W Vermijo Ave., Sahwatch St., and S Sierra Madre St.
  - 1. If event producer would like to rent multiple public right-of-way's, the rental fee will increase to reflect the amount of public spaces requested in order to cover cleaning expenses.
- b. Coordination and meetings with Park Union staff, pre- and post-event.



- c. Post-event power washing and cleaning (required, to be scheduled and performed by the BID).
- d. Streetscape, hardscape and landscape pre-event and post-event assessments.
- e. Marketing and promotional support including but not limited to:
  - 1. Social media post by Park Union
  - 2. Event details added to Park Union event calendar

#### Security Deposit includes:

- a. The event producer's security deposit will be held in an account until the event permit ends and the post-event walk-through is conducted by BID staff.
- b. Assuming no charges and/or damage fees are assessed, the security deposit will be returned in its entirety to the permit holder. If damages are assessed, please refer to section 2.4.1.B.

Refunds: No refunds will be issued for cancelled events made less than 72-hours prior to the event or rental. Other requests for refunds will be considered on an individual basis. Refunds will not be issued due to weather conditions existing on the event date. However, one 'rain date' change will be offered if weather conditions prevent the event from taking place. Changes will be limited by availability.

#### 3.3.2 Sound System Fees

For permit holders requesting to utilize the West Vermijo Avenue sound system for music, messaging, and advertisement space during the entirety of the permit date(s) the BID will coordinate all elements with the event producer. Permit holders will be invoiced \$100/day and may utilize advertisement slots for sponsors.

Due to copyright laws, the BID requires that event producers utilize the BID's contracted music provider in designing the event playlist in order to mitigate copyright infringement. The BID takes no responsibility for copyright or other claims related to content of any media, advertising, or other displays during an event.

Event Producers must work directly with the BID's contracted music provider regarding acceptable and available music, messaging, and advertisements. Only family-friendly music,



messaging, and advertisements will be allowed at all times as determined by the BID's contracted music provider. Our top priority is to make sure that no songs, messages, or advertisements are played which could cause embarrassment or discomfort to any of our partners or guests.

The sound system on West Vermijo Avenue has the capability to provide on-demand messaging. Should an emergency arise, BID staff – as available – will provide emergency messaging free of charge to all event producers, regardless of whether they utilize the sound system for their event or not.

As stated previously in this policy, amplified sound must not exceed 55 decibels from the nearest residential property line to the event facility and must end no later than one hour before the permit ends.

Sound system playlists and advertisements must be approved and submitted to the contracted music provider at least 30 days prior to the event.

#### 3.3.3 Park Union Business Improvement District Parking Lot Booking Fees

Parking Lot	Monday - Friday Rate All Day	Monday - Friday Rate Per Spot	Saturday & Sunday Rate All Day	Saturday & Sunday Rate Per Spot
Cimino Lot Unpaved spots	\$300	Not offered	\$400	Not offered
Northwest Landing Field Unpaved, bumpy grass/dirt field	\$200	Not offered	\$300	Not offered
Southwest Landing Field Unpaved, bumpy grass/dirt field	\$200	Not offered	\$300	Not offered
Roundup Field	\$300	Not offered	\$400	Not offered



Unpaved, bumpy dirt field

Museum Lot \$7.50 prior to 4:00 PM,

417 Spots (20 ADA) \$1,000 \$15

\$15 per spot after \$2,000

4:00 PM

\$7.50 prior to 4:00 PM, \$15 per spot after

4:00 PM

Circus Lot

Unpaved dirt lot

\$350

Not offered

\$400

Not offered

The BID operates, but does not own, the Park Union Business Improvement District Parking Lot. Spaces within this lot are available for pre-purchase at no discount to event producers at rates above.

Please note: \$25 per day for trailers, campers, buses, and other large vehicles. Large vehicles are required to park in the southeast corner of the parking lot to allow the west side of the lot to be used by Museum guests and handicap vehicles.

Event producers interested in purchasing parking spaces can work with BID staff to create a kiosk event code to be used only during the specified times of the event.

#### 3.3.4 Banner Install and Banner Arm Rental Fees

Park Union owns and maintains 27 light poles with banner arm attachments on S Sierra Madre St. and Sahwatch St. within the District's boundaries. Permit holders will be allowed to rent the banner arms on these poles upon the following conditions and fees:

- A. Messaging must comply with section 3.2.3, "Signage/Banners/Marketing Materials"
  - a. BID staff will review all banners at least 30 days prior to install for approval to ensure compliance
- B. Banners must be 8 feet in length by 30 inches or less in width. Banners may have an additional foot of fringing, if requested.
- C. Banners must be provided to the BID seven days in advance (this is after the 30-day review period). If the banner is not delivered in time and it is not possible for the District Engineer to install the banners, no refund of banner installation fees will be made by the BID.
- D. Fees:



- a. Banner install and removal will be provided by the BID at a fee of \$1,650.
- b. Banner pole rental can begin no more than 30 days before the event.
- E. Banner pole rental is first come, first served. There is a possibility that requested banner rental dates are already booked by another event producer or entity.

#### 3.3.5 Vendor Fee

The BID charges a 2% Public Improvement Fee (PIF) on all taxable transactions within the District. To streamline PIF collections for events, the BID PIF covenant allows for a temporary vendor "payment in lieu of PIF" fee of \$10/day per vendor.

Event producers with revenue-generating vendors must complete and return a copy of the Occupant Submission Form, found within the Park Union BID Guidelines for Reporting and Payment of the Park Union Public Improvement Fee, with a complete vendor listing attached prior to the event. In addition, event producers must submit payment equivalent to \$10/vendor/day to the BID thirty days prior to the event.

#### 3.3.6 Damage Fees

In the event of damage to any streetscape, landscape or hardscape elements in Park Union, repair and replacement expenses will be charged to the permit holder. Fees will be deducted from the \$2,000 security deposit provided to the BID thirty days prior to the event.

Any fees incurred above the amount of the security deposit will be invoiced to permit holders at the following rates:

- Repair of damage to physical infrastructure or equipment: full cost of repair including parts + labor, as applicable.
- Replacement of equipment: full value of replacement.

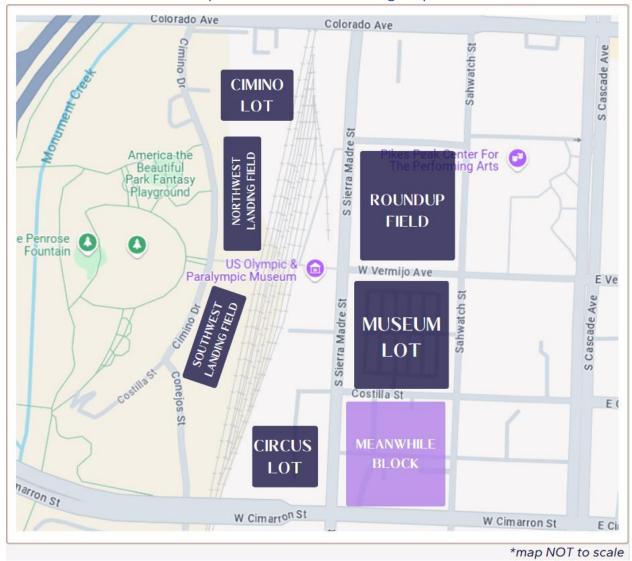


# 3.4 Park Union BID Map





# 3.5 Park Union Business Improvement District Parking Map





# 3.6 Banner Pole Map

