

**TOWN OF SNOWMASS VILLAGE  
ANNUAL TEMPORARY USE PERMIT  
RENEWAL FORM**

The Annual Temporary Use Permit Application and Procedure are based on the following sections of The Snowmass Village Land Use and Development Code:

**Section 16A-5-260(b)(4)(a)** "If an application is made for the renewal of a previously issued annual temporary use permit that will remain substantially as previously approved, then the Planning Director shall issue a written decision notice approving, approving with conditions or denying the application, based on the standards in Subsection (d), Review Standards. Prior to issuance of any administrative temporary use permit, the Planning Director shall forward a complete copy of the application to the Town Council, to notify the Council members of the pending action."

**Section 16A-5-260(b)(4)(a)(2)** "Annual temporary use permits are not to exceed one year."

**PLEASE COMPLETE THE FOLLOWING INFORMATIONAL ITEMS:**

Name of Applicant:	Date:
Address:	
Phone:	Fax:
Name of Representative (if different than applicant):	
Address:	
Phone:	Fax:
Address:	
Event:	
Address:	
Date and Hours of Operation:	
Address:	
Property:	

**PROVIDE A WRITTEN DESCRIPTION OF THE PROPOSED TEMPORARY USE IN THE SPACE PROVIDED BELOW:**

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## REVIEW PROCEDURE

The following procedures shall apply to an application for an annual temporary use permit, pursuant to sec. 16A-5-260(b).

**Pre-Application Procedures.** Attendance at a pre-application conference is mandatory prior to submission of an application for an annual temporary use permit.

**Submission of Application.** The applicant shall submit an application to the Planning Department that contains those materials specified in this form.

**Staff Review.** Staff review of the application. The Planning Director shall issue a written decision notice approving, approving with conditions, or denying the application based on the review standards. Prior to issuance of any annual temporary use permit, the Planning Director shall forward a complete copy of the application to the Town Council, to notify the Council members of the pending action.

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### NO APPLICATION WILL BE PROCESSED UNTIL ALL REQUIRED INFORMATION IS PROVIDED

#### PLEASE PROVIDE THE FOLLOWING ITEMS:

- a. **Written Approval by Landowner.** If the applicant is not the landowner, then the applicant shall present evidence to show approval of the landowner for the particular use.
- b. **Insurance.** The applicant shall provide proof that a general liability insurance policy in the amount of one million dollars (\$1,000,000.00) will be in effect for the proposed temporary use, and that the Town will be named as an additional insured party in the policy. The applicant shall also submit an executed indemnity and hold harmless agreement indemnifying the Town in writing against all claims, expenses, or damages for injury to any person or property, directly or indirectly, as a result of the particular activity and hold the Town harmless for any injury, expense, claim, or damage to the applicant.
- c. **Base Fee.** The applicable base fee (obtained from the Building and Planning Department's fee schedule) shall accompany the application. The applicant shall reimburse the Town for such amounts in excess of the base fee as determined by the Planning Director. The reimbursement to the Town by the applicant shall be due and payable within fifteen (15) days of the date of billing.
- d. **Written Approval from Agencies.** The applicant shall obtain written approval from any reviewing agencies having jurisdiction over the proposed temporary use.

**I hereby attest that this application is for the renewal of a previously issued annual temporary use permit and that the temporary use will remain as previously stated and approved in all of the following twenty (20) areas:**

- 1. Use and Timing.** The nature of the use in question and the time frame for which the temporary use permit is proposed to be in effect will remain as previously stated and approved.
- 2. Site Characteristics.** The site and surrounding area that will influence the determination of the suitability of the site for the proposed temporary use will remain as previously stated and approved.
- 3. Plans.** The provisions and plans for dealing with potential emergency situations will remain as previously stated and approved.
- 4. Water and Sanitation.** The necessity for and availability of drinking water and sanitary facilities will remain as previously stated and approved.
- 5. Food and Beverage Service.** If food and beverage service is to be provided, the plan for such services and evidence of other necessary approvals or licenses will remain as previously stated and approved.
- 6. Parking and Transportation.** The parking and transportation plan and the necessity for police assistance will remain as previously stated and approved.
- 7. Admissions Schedule.** If admission will be charged, the rate, fee, or admissions schedule for all or a portion of the activity will remain as previously stated and approved.
- 8. Unique Concerns.** Any other concerns unique to the particular activity will remain as previously stated and approved.
- 9. Name, Address, Telephone Number and Power of Attorney.** If the applicant is to be represented by an agent, a letter signed by the applicant granting power of attorney to the agent shall be submitted, authorizing the agent to represent the applicant and stating the representative's name, address and phone. This item will remain as previously stated and approved.
- 10. Legal Description.** The legal description and street address, if such exists, of the parcel(s) on which the temporary use is proposed to occur will remain as previously stated and approved.
- 11. Disclosure of Ownership.** A certificate from a title insurance company or attorney licensed in the State, which shall set forth the names of all owners of property included in the application. If the applicant is not the landowner, then the applicant shall present evidence to show approval of the landowner for the particular use. This item will remain as previously stated and approved.
- 12. Town of Snowmass Vicinity Map.** An eight and one-half inch by eleven inch (8 ½" x 11") vicinity map locating the subject parcel(s) within the Village will remain as previously stated and approved.
- 13. Site Drawing.** A drawing illustrating the characteristics of the site and surrounding area that are pertinent to the application, including its location, significant natural and man-made features; (with particular attention to natural hazards, resources, or other special areas of concern), the size and accessibility of the site, and the surrounding development and land use will remain as previously stated and approved.

- 14. Other Maps.** All other maps required for the application shall be prepared at a scale of one inch equals one hundred feet (1" = 100') or larger, on sheets no larger than thirty inches by forty-two inches (30" x 42"), with an unencumbered margin of one and one-half inches (1.5") on the left hand side of the sheet and one-half inch (0.5") around the other three (3) sides of the sheet. Sheets of twenty-four by thirty-six inches (24" x 36") are preferred. If it is necessary to place information on more than one (1) sheet, an index shall be included on the first sheet. Report-size versions of all maps, reduced to a sheet size of no greater than eleven inches by seventeen inches (11" x 17"), shall also be submitted. This item will remain as previously stated and approved.
- 15. Notice of Traffic Disruption.** Should the event involve major disruptions in normal traffic flow, the applicant shall provide evidence as to how the event will be brought to the attention of the general public, specifically outlining the areas where any rerouting will occur. This item will remain as previously stated and approved.
- 16. Liquor License.** Should the event involve obtaining a liquor license, the applicant shall provide evidence that a liquor license or any other necessary Town application has been submitted to the Town Clerk. This item will remain as previously stated and approved.
- 17. Use Shall Be Appropriate.** The proposed temporary use shall be appropriate in the particular location, taking into consideration the nature of the use, its relationship to surrounding land uses, and its impact with respect to environmental, social, and economic matters, and will remain as previously stated and approved.
- 18. Use Shall Comply With Policies and Regulations.** The proposed temporary use shall comply with the Town's adopted policies and regulations, and shall not violate any applicable state, county, or federal laws, and will remain as previously stated and approved.
- 19. Applicant's Skills and Experience.** The applicant shall demonstrate that he possesses the requisite skill and experience to ensure that the particular activity will be conducted in a safe and orderly manner, and will remain as previously stated and approved.
- 20. Written Approval.** The applicant shall obtain written approval from any reviewing agencies having jurisdiction over the proposed temporary use, and will remain as previously stated and approved.

\_\_\_\_\_  
Planning Director Approval    Date

\_\_\_\_\_  
Signature of Applicant                      Date



# Development Application Fee Agreement

(EFFECTIVE: February 1, 2015)

The Town of Snowmass Village has established a fee structure for the processing of land use applications, zoning plan reviews, subdivision plats, temporary use permits, appeals and registrations, sign permits and other planning review processes. A comprehensive list of reviews and their associated fees are described in the **Base Rate Fee Schedule** attached hereto. A Base Rate Fee is collected based on the type of application submitted. Referral fees for other Town departments, agencies and Town consultants reviewing the application will also be collected. **Applications will not be accepted for processing without the payment of the required Base Rate Fee.**

The fees vary depending upon the land use application type and the complexity of the case. The determination whether an application is major or minor for purposes of establishing the Base Rate Fee shall be at the sole discretion of the Planning Director based upon the estimated number of hours required to process the application. The Base Rate Fee for applications which fall into more than one category shall be cumulative unless found that it may be excessive in relation to the estimated number of hours required to process the consolidated application. The consolidated Base Rate Fee may then be adjusted at the sole discretion of the Planning Director.

The accrual of staff time commences at the time an application is submitted to the Department. **The Base Rate Fee is not refundable.** Actual staff and consultant review time spent on the application will be charged immediately for reviewing the application, assisting the applicant, and addressing public inquiries. When the hours exceed the Base Rate Fee amount, the applicant will be invoiced for additional hours spent on the case by the Planning Staff. A brief description of the charge and review time incurred will be provided on the monthly invoice. The applicant will be billed monthly in arrears for actual review time incurred. Current billings must be paid within 30 days or processing of the application will be suspended.

An applicant may accrue and be billed for additional administrative or review time following the final land use approval, including zoning plan compliance review, up to issuance of a Certificate of Completion or a Certificate of Occupancy or until the terms and conditions of the approval have been satisfied, whichever occurs later. If an applicant has previously failed to pay application fees as required, no new or additional applications will be accepted for processing until the outstanding fees are paid.

**No new land use applications will be accepted, building permit(s) issued or documents recorded with the Pitkin County Clerk and Recorder until all costs associated with the processing of the land use application to date have been paid.**

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As the Applicant or Authorized Representative, I understand that I am responsible for paying all fees associated with this development review application and shall be the person designated to receive all billings under this Agreement.

READ, ACCEPTED AND AGREED TO: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature of Applicant or Authorized Representative \_\_\_\_\_

Date: \_\_\_\_\_

Applicant billing address: \_\_\_\_\_

Application(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

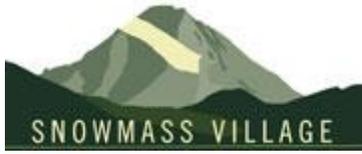
**BASE RATE FEE: \$** \_\_\_\_\_

**RECEIPT NO.** \_\_\_\_\_

**The Applicant is responsible for notifying the Town Planning Department by U.S. Mail for any change in billing person or billing address:**

**Snowmass Village Planning Department**

**P.O. Box 5010, Snowmass Village, CO 81615**



## INDEMNIFICATION

The undersigned, as a condition of the granting by the Town of Snowmass Village of a Temporary Use Permit for

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hereby agrees to release, discharge, indemnify and hold harmless the Town of Snowmass Village and its officials, employees, agents and representatives from and against any claim, liability, demand, loss, damages, penalty, judgment, expenses, costs (including cost of investigation and defense), fees or compensation in any form or kind whatsoever for any bodily injury, death, personal injury or property damage arising out of or in connection with any negligent act, intentional act, error or omission by the undersigned and/or its officials, employees, agents or representatives arising from or in connection with the approval of said temporary use permit and the operation or activities conducted by the undersigned pursuant to said temporary use permit, or for any resulting liability alleged to occur against the Town of Snowmass Village on account of the undersigned's acts, errors or omissions; provided, however, that such indemnities shall not be construed as an indemnity for bodily injury, death, personal injury or property damage arising from the sole negligence or intentional acts of the Town of Snowmass Village or its employees.

The undersigned further agrees to investigate, process, respond to, adjust, provide defense for and defend, pay or settle all claims, demands, or lawsuits related hereto at its sole expense and shall bear all other costs and expenses related thereto, even if the claim, demand or lawsuit is groundless, false or fraudulent.

\_\_\_\_\_  
(NAME-PRINT) (AFFILIATION)

\_\_\_\_\_  
(SIGNATURE) (TITLE) (DATE)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(ADDRESS)

Notary Seal

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 20

My Commission Expires: \_\_\_\_\_

Notary Public: \_\_\_\_\_