

## REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: Jim Castagneri / The Pueblo Classic, 12157 W Coal Mine Dr, Littleton CO 80127
2. Permitted Area: parts of Union Avenue, Victoria Avenue, Alan Hamel Avenue, C Street, D Street, Main Street, City Center Drive, and Greenwood Street and their right of ways
3. Purpose of Revocable Permit: To conduct The Pueblo Classic bicycle race
4. Authorized Improvements: None
5. Commencement Date: April 23, 2022 Time: 06:00 AM
6. Ending Date: April 23, 2022 Time: 07:00 PM

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

- (i) If to Permittee, at the address shown in paragraph 1 above.
- (ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee.

Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; or (v) revocation or termination of this Permit by resolution of the City Council of City. The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

Signed in Pueblo, Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PERMITTEE:

Organization: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
COUNTY OF PUEBLO )<sup>SS.</sup>

The foregoing instrument was acknowledged before me the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_.

My commission expires: \_\_\_\_\_.

[ S E A L ]

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
PUEBLO, a Municipal Corporation

By \_\_\_\_\_  
Nicholas A. Gradisar, Mayor

January 15, 2022

Pueblo City Council  
1 City Hall Place  
Pueblo, CO 81003



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Greetings Pueblo City Council!

I am writing today to request a revocable permit to conduct a bicycle race on city streets as depicted on the enclosed traffic control plan.

As a representative of the Rocky Mountain Collegiate Cycling Conference (RMCCC), we propose to conduct a USA Cycling-sanctioned event **on Saturday April 23rd, 2022 from 6am until 7pm**. The RMCCC and USA Cycling are a subdivision of the United States Olympic Committee. Our event will be permitted and sanctioned by USA Cycling which includes a liability insurance package covering the promoters as well as the City of Pueblo.

We are working with the Mayor's office, the Police department, and the local Chambers of Commerce to promote a family friendly event that we hope will expose hundreds competitors and their families to the beauty and culture of downtown Pueblo.

Please consider granting our request for a permit. We look forward to growing this event so that it becomes the pre-eminent collegiate road race series across the Rocky Mountain west.

If you should have any questions or concerns, please don't hesitate to call or email. Thank you for your consideration!

Jim Castagneri  
Race Director  
[Castagneri@gmail.com](mailto:Castagneri@gmail.com)  
720-215-9116  
Rocky Mountain Collegiate Cycling Conference



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	<b>CONTACT NAME:</b> Fairly Group Certificates	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> certs@fairlygroup.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	<b>INSURER A :</b> HDI Global Specialty SE	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: <b>Per Event</b>	X		HDGL003700597	12/31/2021	12/31/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>Excluded</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Job 2022-4991

RMGL 03 09 02 18 SCHEDULE OF NAMED INSUREDS: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date(s) on the permit.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between a named insured and the certificate holder that requires such status. Please see attached endorsement CG 20 26 SEE ATTACHED ACORD 101

### CERTIFICATE HOLDER

### CANCELLATION

City of Pueblo  
 1 City Hall Pl  
 Pueblo, CO 81003

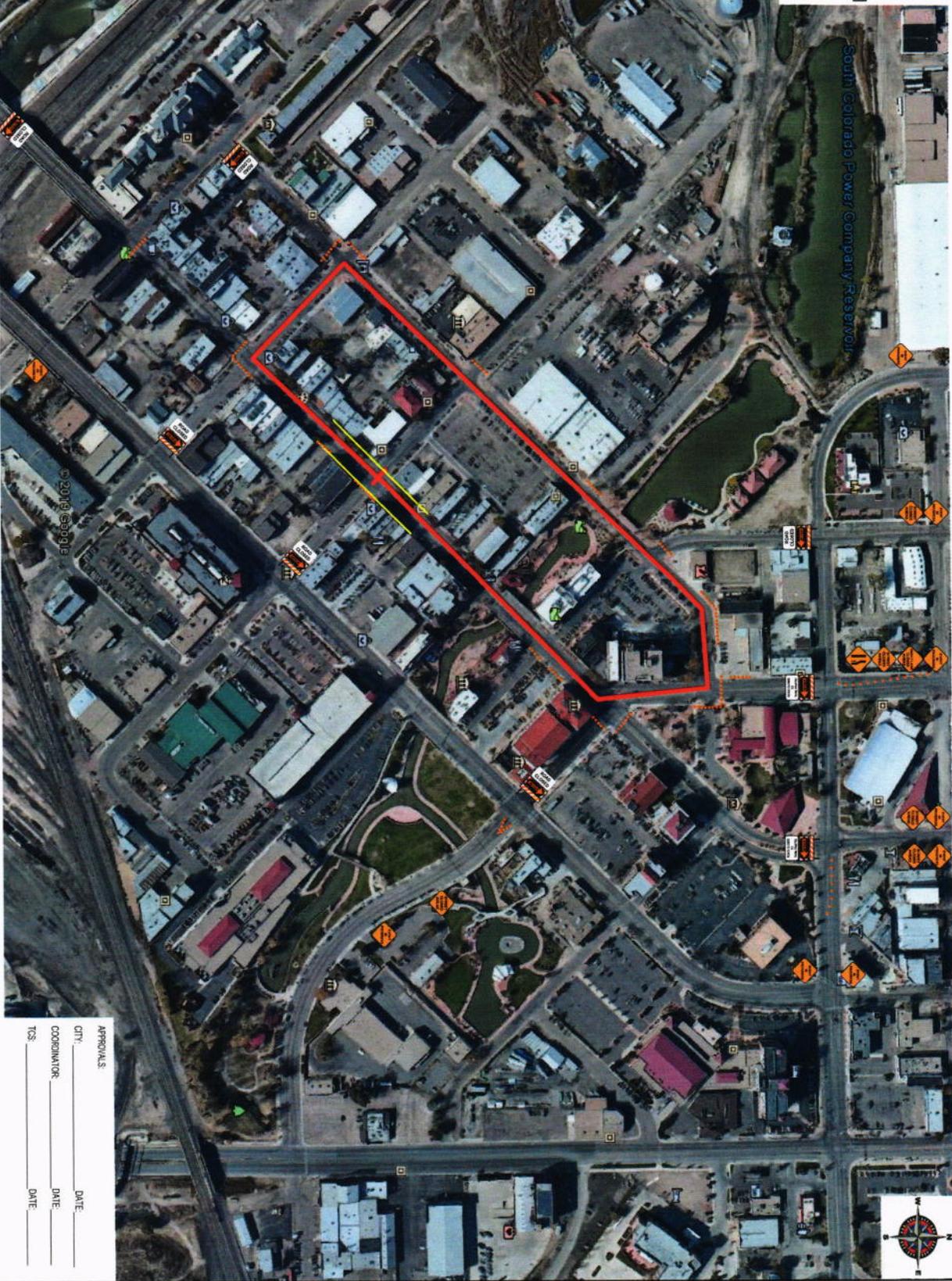
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



PUEBLO CHILLY CRITERIUM  
 UNION AVE @ D ST  
 PUEBLO, CO  
 MAR, 2020

TRAFFIC CONTROL PLAN DRAWN BY:  
 A-1 BARRICADE & SIGN, INC.  
 201 COLORADO AVE.  
 PUEBLO, CO 81004  
 719-543-1353 OFFICE  
 719-543-6244 FAX  
 A1BARRICADE@YAHOO.COM



South Colorado Power Company Reservoir



APPROVALS

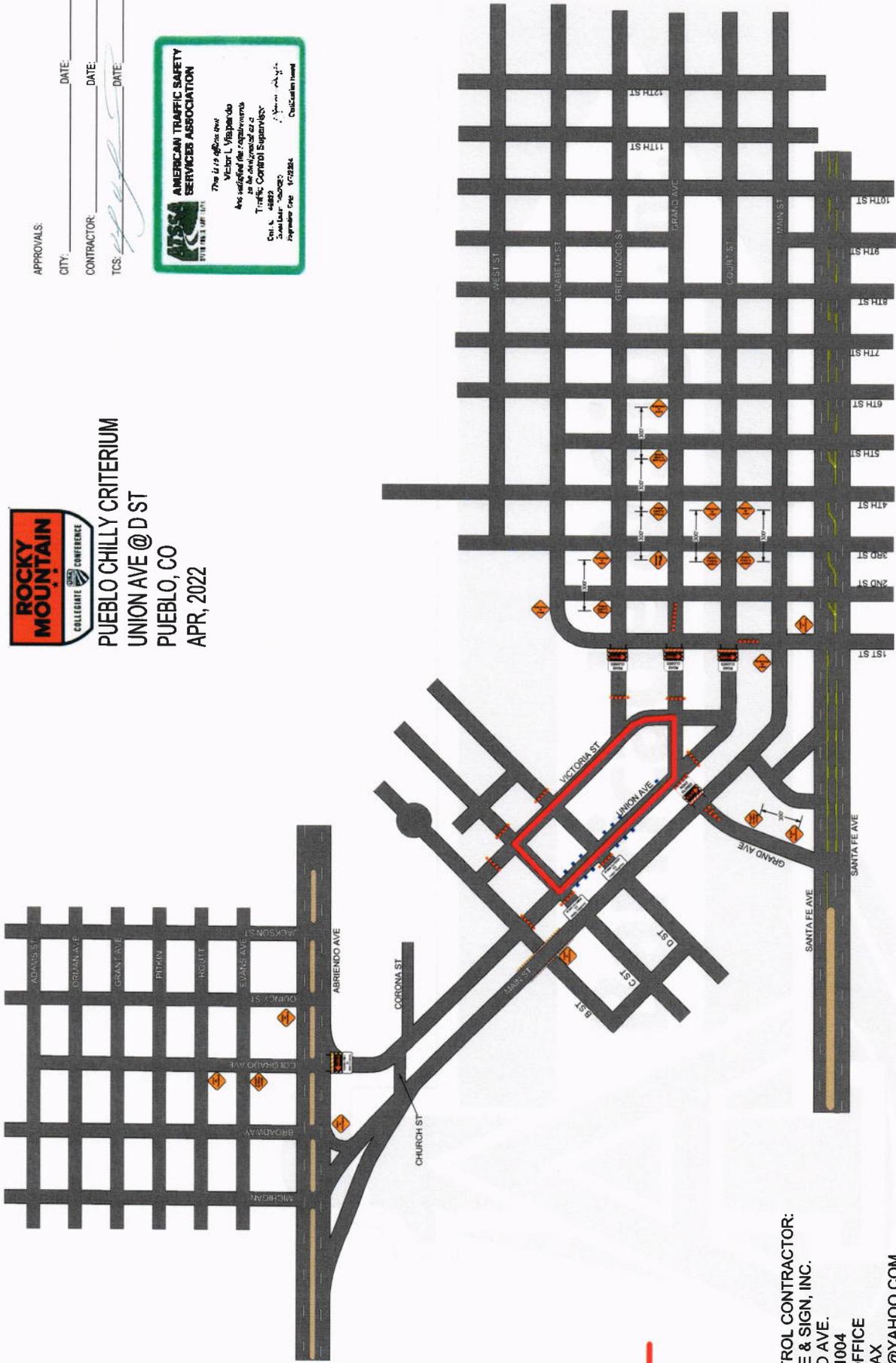
CITY _____	DATE _____
COORDINATOR _____	DATE _____
TCS _____	DATE _____

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**PUEBLO CHILLY CRITERIUM  
UNION AVE @ D ST  
PUEBLO, CO  
APR, 2022**

APPROVALS: \_\_\_\_\_ DATE: \_\_\_\_\_  
CITY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
TCS: \_\_\_\_\_ DATE: \_\_\_\_\_



RACE ROUTE

**TRAFFIC CONTROL CONTRACTOR:**  
A-1 BARRICADE & SIGN, INC.  
201 COLORADO AVE.  
PUEBLO, CO 81004  
719-543-1353 OFFICE  
719-543-6244 FAX  
A1BARRICADE@YAHOO.COM

March 3, 2022

To Whom It May Concern:

I Jim Castagneri, Director of the Pueblo Classic bike race and acting on behalf of the Rocky Mountain Collegiate Cycling Conference hereby acknowledge my understanding and agree that the Pueblo Chamber of Commerce and/or their contracted vendor or affiliates will be serving alcohol within the confines of the revocable permit (REV-22-1) issued to me for the purposes of conducting a bike race within the city limits of Pueblo.

Further, it is understood all alcohol served and consumed at the event will be restricted to the confines of the fenced area known as the 'beer garden' and will not involve any part of the official racecourse or finish line area. This agreement is limited to Saturday April 23 and involves the area immediately surrounding the intersection of North Union Ave. and Alan Hamel Ave. in downtown Pueblo, Colorado.

Lastly, while the public festival area containing the beer garden will adjoin the racecourse, the Race Director, and the Rocky Mountain Collegiate Cycling Conference (RMCCC) are in no way responsible, in direct benefit of, or liable for the sale or license of alcohol sales at this location.

A handwritten signature in blue ink, which appears to read "Jim Castagneri", followed by the date "3/3/2022" also written in blue ink.

Jim Castagneri  
Race Director  
Rocky Mountain Collegiate Cycling Conference