

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: Pueblo Community College, 900 W. Orman Ave. Pueblo, CO 81004 719-549-3291
2. Permitted Area: Orman Ave. between Harrison Ave. and Cleveland St.
3. Purpose of Revocable Permit: Install digital media board and poles to install decorative overhead LED lighting.
4. Authorized Improvements: N/A
5. Commencement Date: April 18, 2022 Time: 08:00 AM
6. Ending Date: Indefinite Time:

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)^{SS.}

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



Department of Facilities Services
900 W. Orman Ave., SJ 120
Pueblo, CO 81004
719-549-3291

Date: March 1, 2021
To: Pueblo City Council & Transportation Department
From: Joe Waneka, Director of Facilities
Re: Orman Street Lighting, Digital Media Board & Replacement Bollards

Pueblo Community College would like to enhance the section of Orman Street dissecting the campus between the crosswalks with 500 linear feet of LED lights, suspended from 24' high poles, strung a minimum of 20' high from the center of the road.

In conjunction with the new lighting to enhance the ambiance of the campus, a new double sided digital media display board 7' tall by 4' wide high-definition LED marquee would be installed on the westside of the center crosswalk near the Central Administration building offering campus updates and other public relations media news.

To protect our students and staff from passing vehicles, the existing bollards are in need of replacement. With the potential need of allowing service vehicles to the campus from Orman, we propose the replacement with new stainless-steel concrete installed removable bollards.

The expected project is scheduled to start April 18, 2022 with expected completion first of May, ahead of the spring graduation event scheduled for on-campus commencement based on the approval from the city and the revocable permit.

For your reference, I've attached a diagram of the project layout, sample of the led C9 light, digital media display marquee and new stainless-steel bollards.

Please let me know if you have any questions.

Joe Waneka

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It does not amend, extend or alter the coverage afforded below.

INSURED

The State of Colorado, its departments, institutions, agencies, boards, officials, employees and authorized volunteers (except all entities of the University of Colorado, CSU-Fort Collins, University of Northern Colorado, Colorado Mesa University, Fort Lewis, Adams State University and Western State Colorado University).

INSURED (Re: certificate)

Pueblo Community College

SOURCES OF COVERAGE

Cov A... State Risk Management Office

Cov B... State Risk Management Office

All coverages are effective continuously per State Law.

COVERAGES

Self-insured coverages and limits shown on this certificate are those for which the State accepts responsibility pursuant to the Colorado Governmental Immunity, Risk Management, and Workers' Compensation Acts. Notwithstanding any requirement, term or condition of any document to which this certificate may be issued or may pertain, the coverage afforded herein is controlled and limited by the above laws. Commercial coverages are subject to policy terms and conditions.

COV	DESCRIPTION	LIMITS
A	State Self-Insured Liability Fund	Per CRS 24-30-1510(3)(a)
B	State Self-Insured Worker Compensation Fund	Standard Limits (State Law)

PROPERTY LEASES.....: This certificate does not apply to a lease agreement that does not conform strictly to the requirements of CRS 24-30-1510(3)e.

ADDITIONAL INSUREDS: The Colorado constitution prohibits including certificate holders as additional insureds.

INDEMNIFICATION and HOLD HARMLESS clauses: This certificate applies to such provisions only to the extent permitted by Colorado law; including the Colorado Constitution, the Governmental Immunity Act, and the Risk Management Act.

CANCELLATION

Should any of the above coverage change, the insured State of Colorado will endeavor to mail notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the State.

DESCRIPTION OF OPERATIONS to which this certificate pertains:

The City of Pueblo is included as an additional insured regarding general liability. A waiver of subrogation applies. Coverage dates include set-up and duration of installation of equipment.

CERTIFICATE HOLDER

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Certificate #:

Issue Date: 03/01/22

Attn:

Aaron Emerson

Eileen Taylor

AUTHORIZED REPRESENTATIVE

