

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: La Gente Youth Sports, Inc. 719-406-9200
2. Permitted Area: 1200 Block of Juan Madrid Ave., Pueblo, CO 81001
3. Purpose of Revocable Permit: Fundraising Softball Tournament
4. Authorized Improvements: N/A
5. Commencement Date: 07/15/2022 Time: 06:00 AM
6. Ending Date: 07/18/2022 Time: 12:00 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 29th day of June, 2022.

PERMITTEE:

Organization: La Gente Youth Sports Inc

By: Zachary Valdez

Title: Executive Director

STATE OF COLORADO)
COUNTY OF PUEBLO)^{SS}

The foregoing instrument was acknowledged before me the 29th day of June, 2022 by [Signature] as Executive Director.

My commission expires: 4/28/2026

[SEAL]

Michelle Cruz
Notary Public



APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____
Nicholas A. Gradisar, Mayor



LGYS

La Gente Youth Sports, Inc.

2804 E. 12th

Pueblo, CO 81001

(719) 242-4215

www.lgys.org

June 3, 2022

Pueblo City Council
1 City Hall Place
Pueblo, CO 81003

President and City Council,

La Gente Youth Sports is requesting a revocable permit to close a portion of Juan Madrid Avenue (1200 block) on the weekend of July 15, 16, 17, 2022. We are asking to close the street to host a fundraising softball tournament, the St. Anne's Tournament. The tournament was once part of the St. Anne's community festival, which no longer is in existence. The Organization has closed the street for the last seventeen consecutive years which has led to a better event.

If you have any questions, please feel free to call me at your convenience.

Sincerely,

Zachary S. Valdez, MBA
Executive Director
La Gente Youth Sports, Inc
719-406-9200 Cell
zachary@lgys.org



La Gente Youth Sports, Inc. St.
 Anne's Softball Tournament. East
 13th Street and Juan Madrid Ave.
 July 15, 16, 17, and 18, 2022



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
 The U.S. Traffic Safety Services Association
 Victor L. Vignone, Inc.
 We supply the signs and materials for the installation of traffic control equipment.
 Traffic Control Supervisor
 Carl L. 4889
 Signature: [Signature] Telephone: 800-828-8288
 Registration No. 102826

APPROVALS
 CITY: _____ DATE: _____
 CONTRACTOR: _____ DATE: _____
 TOS: [Signature] DATE: _____

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

