

## REVOCABLE PERMIT

(Existing Structure)

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: **Papa Jose's 320 S. Union Ave 719-545-7476 4030 Hillside Dr**
2. Permitted Area: **parklet located directly in front of restaurant that includes 4, 4 top tables and 2 benches**
3. Purpose of Revocable Permit: **Allow the Authorized Structure to be within the Permitted Area until termination or revocation of this Revocable Permit.**
4. Authorized Structure: **existing**
5. Commencement Date: **June 28, 2022**
6. Ending Date: **Indefinite**

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. In no event shall the Authorized Structure be enlarged or otherwise expanded beyond its current size or location.
- (b) The Authorized Structure shall be 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, the Authorized Structure shall not be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall the Authorized Structure 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) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Failure to timely remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws shall constitute Permittee's abandonment of the Authorized Structure, and the City may, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (e) Permittee shall keep the Authorized Structure and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (f) 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, repair or maintenance of the Authorized Structure in the Permitted Area, or the use of the Permitted Area or Authorized Structure by Permittee, its officers, agents, employees, invitees or general public.
- (g) 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.
- (h) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and the Authorized Structure 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 CA - 4/6/10 and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (i) 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.
- (j) 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 (j).
- (k) 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 Permittee's Authorized Structure 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 Authorized Structure 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.
- (l) 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 (g) and (h) above; or (v) revocation or termination of this Permit by resolution of the City Council of City.

(m) 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 28 day of July, 2022.

PERMITTEE:

Organization or Individual:

By:

Title:

Papa Joses Inc  
Luis Montes  
OWNER

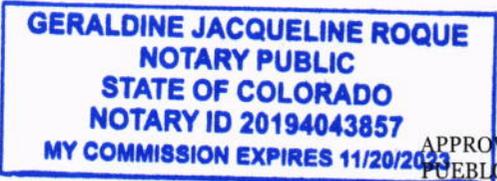
STATE OF COLORADO )

COUNTY OF PUEBLO ) SS..

The foregoing instrument was acknowledged before me the 28 day of July, 2022 by Luis Dani Montes-Belascostas as owner.

My commission expires: November 20, 2023

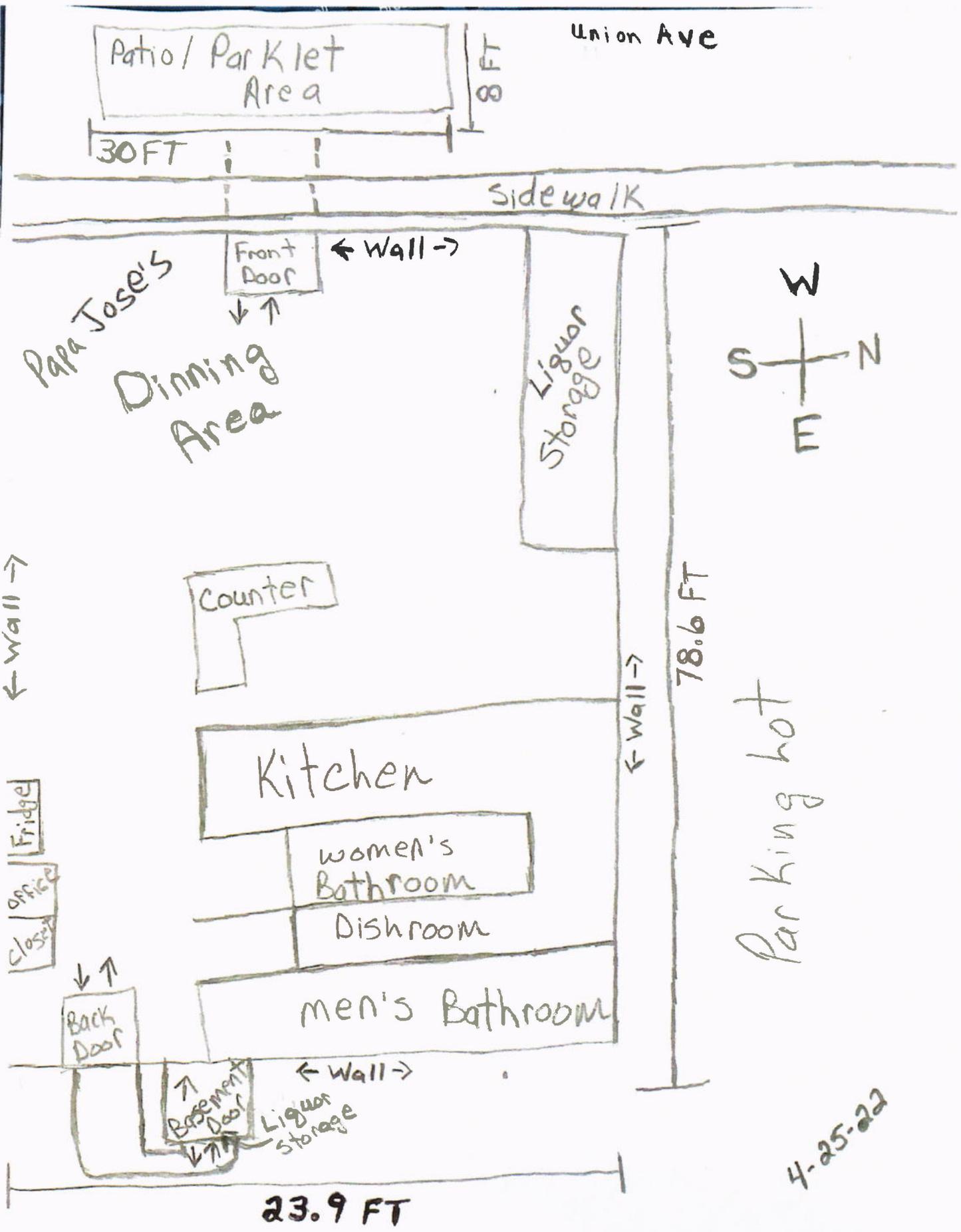
*Geraldine Jacqueline Roque*  
Notary Public



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

By \_\_\_\_\_

Nicholas A. Gradisar, Mayor



4-25-22



City Council Members,

We are requesting permission to continue to serve alcohol in our existing parklet located directly in the front of the restaurant. Our parklet consists of 4 four top tables and 2 benches. We are requesting the permit to continue to offer our customers and community an enjoyable responsible experience if they chose to enjoy and alcoholic beverage with their meal. Offering the option also increases revenue for our business. Thank you for your time!

Sincerely,

Dan & Chera Montes  
Papa Jose's Inc.

