

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: **Colorado State Fair 1001 Beulah Ave. Pueblo, CO 81004 7199240061 1001 Beulah Ave. Pueblo, CO 81004**
2. Permitted Area: **Small Ave to Scranton Ave. to Euclid Ave.**
3. Purpose of Revocable Permit: **annual road closure on the second Saturday prior to Labor Day for the Colorado State Fair Band Day parade.**
4. Commencement Date: **August 27, 2022** Time: **6 a.m.**
5. Ending Date: **August 27, 2022** Time: **6 p.m.**

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. Covid-19

(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 nonuse 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; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). 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.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, 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.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 11 day of August, 2022.

PERMITEE:

Organization or Individual:

By:

Title:

Colorado State Fair
Brooklyn Osborne
Sponsorship Manager

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 11th day of August, 2022 by Brooke Osborne as sponsorship manager.

My commission expires: 4/28/2026.

Michelle Cruz
Notary Public

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



By _____

Nicholas A. Gradisar, Mayor

6/1/2022



To whom it may concern,

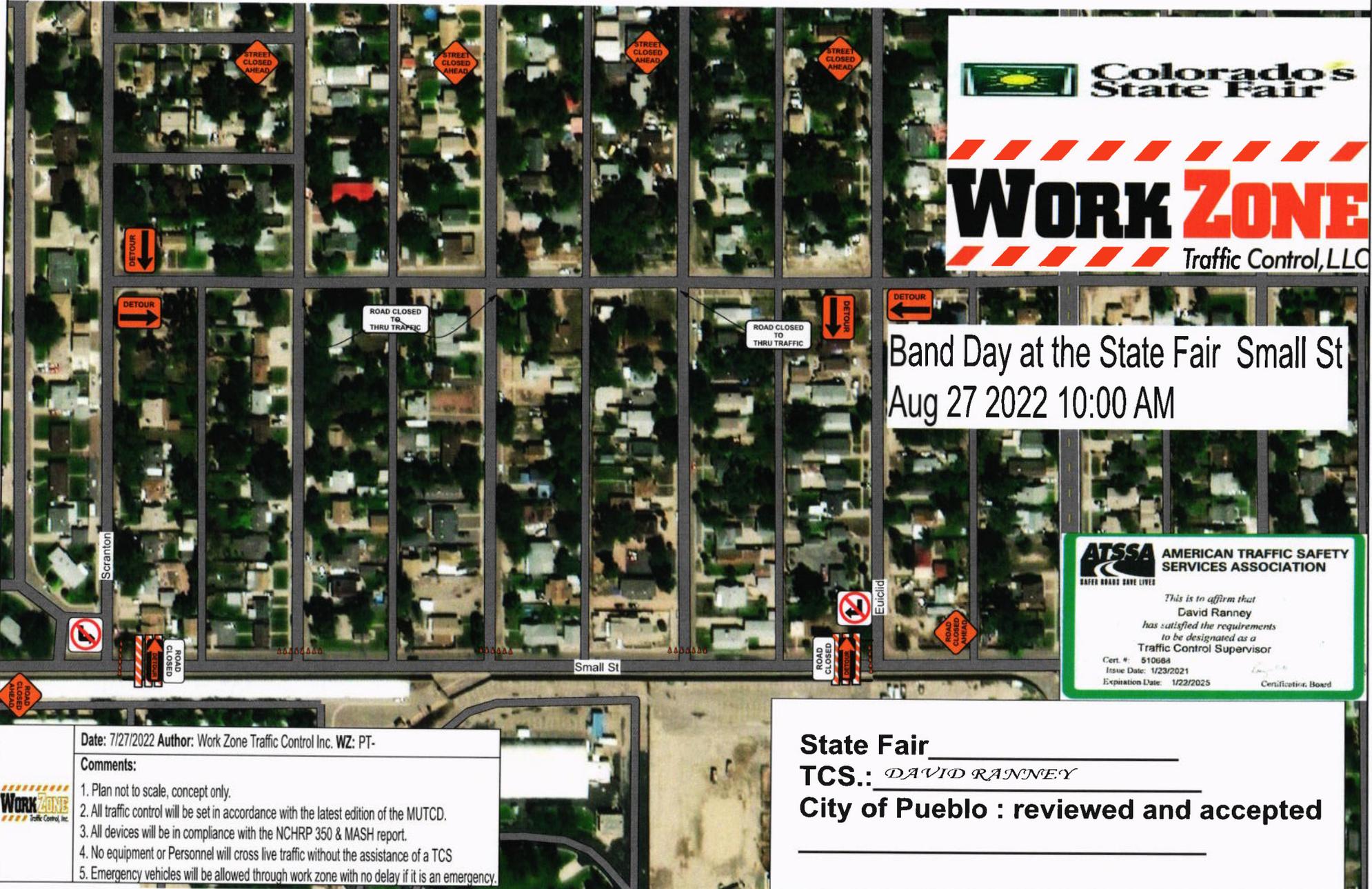
The Colorado State Fair proposes an annual closure of Small Avenue to Scranton Ave. (Gate 6) to Euclid Ave. (Gate 8) on the second Saturday prior to Labor Day, from 6:00 a.m. until 6:00 p.m.

The road closure ensures a safer environment for students, teachers and patrons while marching bands are loaded on and off the fairgrounds. Additionally, it will allow busses to unload students and faculty on grounds and park their busses and equipment easier.

The 2022 Band Day parade is scheduled for Saturday, August 27, 2022 at 8 a.m.

If you have any questions please feel free to contact me at 719-404-2015.

Scott Stoller
Colorado State Fair
General Manager



Colorado's State Fair

WORK ZONE
Traffic Control, LLC

Band Day at the State Fair Small St
Aug 27 2022 10:00 AM

ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
FAFEE ROAD! SAVE LIVES

This is to affirm that
David Ranney
has satisfied the requirements
to be designated as a
Traffic Control Supervisor

Cert. #: 510684
Issue Date: 1/23/2021
Expiration Date: 1/22/2025

Certification Board

Date: 7/27/2022 Author: Work Zone Traffic Control Inc. WZ: PT-
Comments:
1. Plan not to scale, concept only.
2. All traffic control will be set in accordance with the latest edition of the MUTCD.
3. All devices will be in compliance with the NCHRP 350 & MASH report.
4. No equipment or Personnel will cross live traffic without the assistance of a TCS
5. Emergency vehicles will be allowed through work zone with no delay if it is an emergency.



State Fair _____
TCS.: DAVID RANNEY
City of Pueblo : reviewed and accepted

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)

Department of Agriculture

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 INSURED: 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:

Closing of Small Ave from Scranton to Beulah on Saturday, August 27, 2022 from 6:00 a.m. to 11:00 p.m.

CERTIFICATE HOLDER

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Certificate #:

Issue Date: 06/01/22

Attn:

Eileen Taylor
AUTHORIZED REPRESENTATIVE