

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: **YMCA of Pueblo 3200 E Spaulding Ave 7195435151 3200 E Spaulding Ave**
2. Permitted Area: **31st Street, Spaulding Ave, Parker Blvd**
3. Purpose of Revocable Permit: **We are requesting two revocable permits for two separate Corporate Cup events. Saturday, September 10th from 7:30 a.m. to 9:30 a.m. for our 5K Run/Walk that would enable us to close one lane of Spaulding Avenue and one lane of Parker Blvd. and Thursday, September 15 th from 5:30 p.m. to 7:00 p.m. that would enable us to close the right-in only road of 31 st Street for our 1 Mile Run. We don't anticipate this causing any inconvenience as we have done it in years past with no issues.**
4. Commencement Date: **September 10, 2022** Time: **7:30 a.m.**
5. Ending Date: **September 10, 2022** Time: **9:30 a.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 11th day of August, 2022.

PERMITTEE:

Organization or Individual:

YMCA of Pueblo

By:

Dirk Hodge

Title:

Community Program Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 11th day of August, 2022 by Dirk Hodge as Director

My commission expires: 4/28/2026

Michelle Cruz

Notary Public

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



By _____

Nicholas A. Gradisar, Mayor

May 26, 2022

Pueblo City Council
1 City Hall
Pueblo, CO 81003

Dear Pueblo City Council Members:

The 37th Annual Pueblo YMCA Corporate Cup is just around the corner. Last year the Corporate Cup impacted 20 companies and over 1,500 participants by promoting healthy lifestyles in our community. This year we are excited about the potential of impacting even more companies for our 37th year of promoting a commitment to health, fitness and wellness activities through our annual event.

We are requesting two revocable permits for two separate Corporate Cup events. Saturday, September 10th from 7:30 a.m. to 9:30 a.m. for our 5K Run/Walk that would enable us to close one lane of Spaulding Avenue and one lane of Parker Blvd. and Thursday, September 15th from 5:30 p.m. to 7:00 p.m. that would enable us to close the right-in only road of 31st Street for our 1 Mile Run. We don't anticipate this causing any inconvenience as we have done it in years past with no issues.

Please feel free to contact me with any questions regarding this event. Thank you in advance for your consideration.

Sincerely,

Janelle Andrews
President/CEO
YMCA of Pueblo
719-543-5151 ext. 221
jandrews@puebloymca.org



PUEBLO YMCA
5K RUN/WALK
SPAULDING BLVD & PARKER BLVD
PUEBLO, CO
AUG, 2022

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RACE MARSHALS SHALL
DIRECT TRAFFIC TO THE
INSIDE LANES OF TRAFFIC
AND THE RUNNERS TO THE
OUTSIDE LANES

ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
EST. 1983 - IAP-101

This is to certify that
Victor L. Visparto
 has satisfied the requirements
 as the designated as a
 Traffic Control Supervisor

Class # 45893
 Issue Date 08/03/22
 Expiration Date 07/03/24

Victor L. Visparto
 Chief/Supervisor

CERT #45632
EXP: 01/07/2024

APPROVALS:

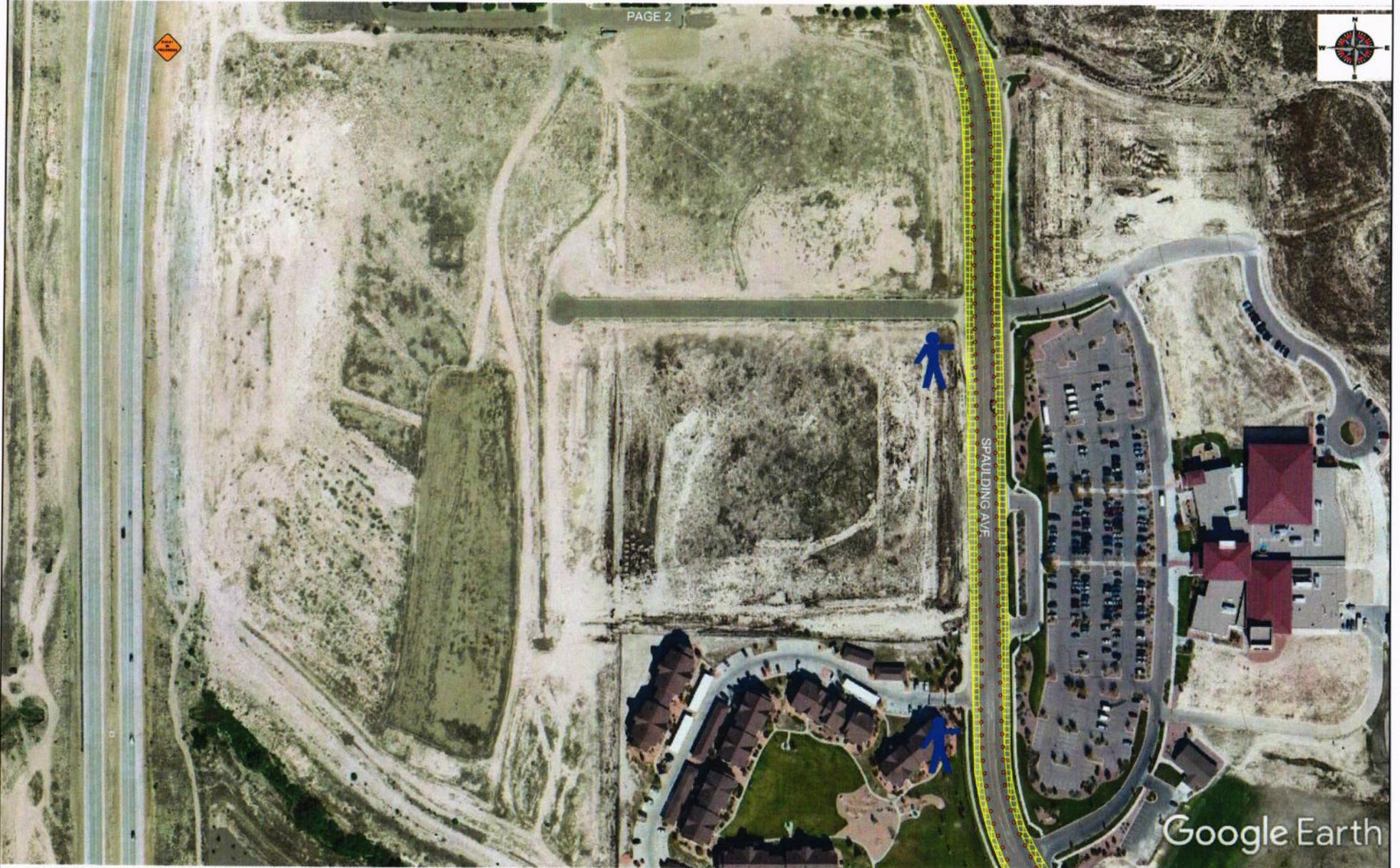
CITY: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

TCS: *[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

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Google Earth



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ROAD CLOSED

3507

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ROAD CLOSED

SPAULDING AVE

