

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: Greater Pueblo Chamber of Commerce, 302 N. Santa Fe Ave. Pueblo, Co 81003 (719) 542-1704
2. Permitted Area: Grand Ave. from City Center Dr. to Union Ave., D St. from Victoria Ave to Main St., C St. from Victoria Ave. to Main St., Union Ave. from City Center Dr. to B St., and Alan Hamel Ave. from Union Ave. to Main St.
3. Purpose of Revocable Permit: 28th Annual Chile and Frijoles Festival
4. Authorized Improvements: N/A
5. Commencement Date: 09/21/2022 Time: 07:00 AM
6. Ending Date: 09/26/2022 Time: 05:00 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 4 day of May, 2022.

PERMITTEE:

Organization: Greater Pueblo Chamber of Commerce

By: [Signature]

Title: President & CEO

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

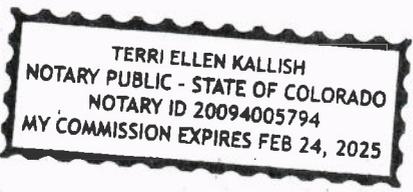
The foregoing instrument was acknowledged before me the 4 day of May, 2022 by

Duane Nova as President & CEO

My commission expires: 2/24/2025

[SEAL]

[Signature]
Notary Public



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

By _____
Nicholas A. Gradisar, Mayor

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UNDER THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

(IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).)

PRODUCER Arthur J. Gallagher Risk Management Services, Inc 1515 Fortino Blvd Suite 200 Pueblo CO 81008	CONTACT NAME: Julia Martinez PHONE (A/C, No, Ext): 719-544-1111 FAX (A/C, No): 719-545-5120 E-MAIL ADDRESS: Julia.Martinez@ajg.com														
INSURED The Greater Pueblo Chamber of Commerce 302 N. Santa Fe Ave. Pueblo CO 81003	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Cincinnati Specialty Underwriters Ins Co</td> <td style="text-align: center;">13037</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Specialty Underwriters Ins Co	13037	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 150877251

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CSU0173304	8/20/2021	5/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB \$ EXCESS LIAB \$ DED RETENTIONS \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						UMBRELLA LIAB \$ EXCESS LIAB \$ DED RETENTIONS \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 101, Additional Remarks Schedule, may be attached if more space is required]
 RE: 2021 State Fair Parade & Chile & Frijole Festival

The City of Pueblo is additional insured with a waiver of subrogation in regards to the General Liability per policy forms and conditions

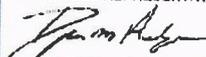
CERTIFICATE HOLDER

CANCELLATION

City of Pueblo
 1 City Hall Place
 Pueblo CO 81003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





**THE GREATER™
PUEBLO CHAMBER**

We Mean Business

302 N. Santa Fe Ave. • Pueblo, CO 81003 • (719) 542-1704 • (719) 543-4851 fax • pueblochamber.org

April 27, 2022

Nick Gradisar
Mayor City of Pueblo
200 S. Main Street
Pueblo, CO 81003

Dear Mr. Mayor:

The Greater Pueblo Chamber of Commerce is requesting a revocable permit to conduct the 28th Annual Chile and Frijoles Festival. The dates and hours of the festival are as follows; Friday, September 23, 2022 from 3:00 PM until 11:45 PM, Saturday, September 24, 2022 from 8:00 AM until 11:45 PM, and Sunday September 25, 2022 from 8:00 AM until 7:00 PM. We are requesting to close the following streets and parking lots for set up and tear down.

SRDA Parking lot from Thursday September 22, 2022 to Monday September 26, 2022. Put up and take down an Entertainment Tent.

Grand Ave from City Center Drive to Union and the El Pueblo History Museum parking lot from 7 AM Wednesday September 21, 2022 to 5 PM Monday September 26, 2022 to put up and take down an entertainment tent and set up Farmer's Market.

D Street from Victoria to Union from 7 AM Thursday September 22, 2022 to 5 PM Monday September 26, 2022 to put up and take down an entertainment tent.

C Streets from Victoria to Union from 7 AM Thursday September 22, 2022 to 5 PM Monday September 26, 2022 to put up and take down an entertainment tent.

Union Ave from City Center Drive to B Street and C and D Street from Union to South Main and at 6 AM on Friday September 23, 2022 to 7 AM Monday September 26, 2022.

City Center Place and Angelo's parking lots from 7 AM Thursday September 22, 2022 to 7 AM Monday September 26, 2022.

PBR and parking lot from 6 AM Friday September 23, 2022 to 7 AM Monday September 26, 2022.

Old Health Center parking lot along Alan Hamel; from Union Ave. to Main St. on Wednesday September 21, 2022 to Tuesday September 27, 2022. We will have security allowing permitted vehicles access on Thursday September 22, 2022 to Sunday September 25, 2022.

We will put barricades and caution tape around the landscaping in the island on Union from 1st to Grand. No vendors will be allowed to use tent stakes. All waste will be collected throughout the festival and disposed of in dumpsters provided by the Chamber. Rock Sacks will be placed on all storm inlets.

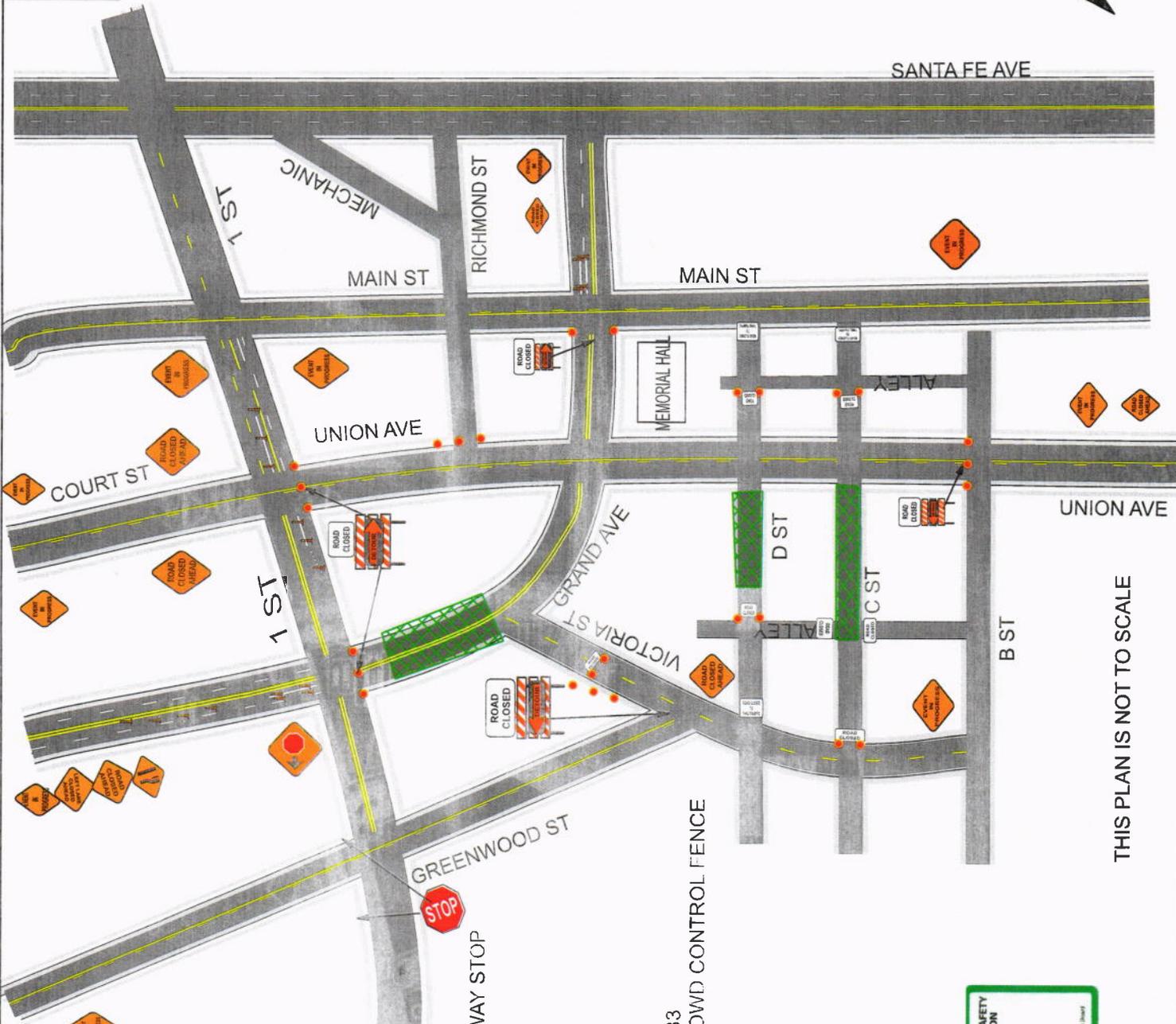
Sincerely,

Terri Kallish



Legend

- Work Area
- Tubular
- Barrel



GREATER PUEBLO CHAMBER OF COMMERCE
 CHILE AND FRUJILES FESTIVAL PUEBLO CO.

2022

4 WAY STOP

2,133 GROWD CONTROL FENCE

Manifest
18 x Tubular
4 x Barrier
2 x M4-10 M4-10
27 x Barrel
3 x W3-1a stop ahead
1 x R1-1 Stop
1 x W4-2 road narrows
1 x W20-5 left lane closed ahead
6 x W20-3 road closed ahead
11 x R11-2 road closed R11-2
3 x R11-4 road closed to thru traffic
2 x M4-10 Detour M4-10L
1 x Sign



THIS PLAN IS NOT TO SCALE

City: _____
 Contractor: _____
 TCS: *Matthew Nicoletta*