

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
CONDITIONALLY APPROVING A MAJOR SPECIAL EVENT PERMIT
AT 4125 S. UNIVERSITY BOULEVARD
FOR THE 2023 U.S. AMATEUR CHAMPIONSHIP**

WHEREAS, Cherry Hills Country Club (the "Applicant") is the record property owner of a certain parcel of land being approximately 187 acres in size, located at 4125 S. University Boulevard, and more particularly described in **Attachment 1**, attached hereto and incorporated herein ("Property"); and

WHEREAS, the Applicant submitted to the City of Cherry Hills Village ("City") a final application for a Major Special Event Permit to conduct the 2023 U.S. Amateur Championship on the Property dated January 3, 2023 ("Application"); and

WHEREAS, the City's Planning and Zoning Commission conducted a preliminary administrative review of the Application on December 13, 2022, in accordance with Section 16-7-330(d) of the Cherry Hills Village Municipal Code ("Code"); and

WHEREAS, in accordance with Section 16-7-330(f) of the Code, City staff has prepared a Major Special Event Agreement in coordination with the Applicant ("Agreement"), which Agreement memorializes Applicant's obligations and duties in, and the conditions imposed upon, the conduct of the Event, and is attached hereto as Amendment 2; and

WHEREAS, pursuant to the Code the City provided notice of a City Council public hearing to be held on April 4, 2023; and

WHEREAS, the City Council thereafter held such duly-noticed public hearing on the Application, where evidence and testimony were presented to the City Council; and

WHEREAS, the City Council determines that testimony and other evidence in the record supports finding that the Major Special Event Permit meets the criteria outlined in Section 16-2-530 of the Code and all other applicable provisions of the Code and desires to approve the Application, conditioned upon the Applicant's execution of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
CHERRY HILLS VILLAGE:**

Section 1. Incorporation of Recitals. The recitals contained above are incorporated herein by reference and are adopted as findings of the City Council.

Section 2. Major Special Event Permit Conditionally Approved. The Major Special Event Permit referenced herein is hereby approved, subject to the condition that the Applicant executes the Agreement in substantially the form set forth in Attachment 2, a copy of which is attached hereto and incorporated herein.

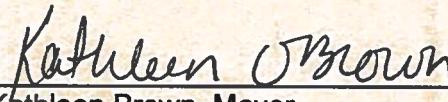
Section 3. Effective Date. This Resolution shall be effective immediately upon its adoption.

Section 4. Repealer. All resolutions or parts thereof in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution or revive any resolution.

Section 5. Severability. If any provision of this resolution is found by a court of competent jurisdiction to be invalid, the remaining provisions of this resolution will remain valid, it being the intent of the City that the provisions of this resolution are severable.

Introduced, passed and adopted at a
regular meeting of City Council this 4th day
of April, 2023, by a vote of 5 yes and 0 no.

(SEAL)


Kathleen Brown, Mayor

ATTEST:

Laura Gillespie
Laura Gillespie, City Clerk

APPROVED AS TO FORM:

Kathie B. Guckenberger
Kathie B. Guckenberger, City Attorney

Attachment 1
Legal Description

PARCEL ONE:

ALL OF THE NORTH $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOGETHER WITH THAT PARCEL OF LAND CONVEYED IN QUIT CLAIM DEED RECORDED JUNE 11, 2008 AT RECEIPTION NO. B8066920,
EXCEPT THAT PORTION PLATTED AS LOTS 4 TO 13, INCLUSIVE, BLOCK "B", CHERRY HILL PARK, AND
EXCEPT THAT PORTION CONVEYED BY WARRANTY DEED TO WILLIAM H. FERGUSON, RECORDED APRIL 14, 1937 IN BOOK 385 AT PAGE 112, ARAPAHOE COUNTY RECORDS, AND
EXCEPT ANY PORTION LYING WITHIN LOT 13, BLOCK B, CHERRY HILLS PARK MINOR LOT ADJUSTMENT RECORDED APRIL 25, 2008 AT RECEIPTION NO. B8047654, AND
EXCEPT THOSE PORTIONS OF THE NORTH $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 2, DESCRIBED AS PARCELS FOUR AND FIVE, HEREIN,
TOGETHER WITH THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 2,
EXCEPT THAT PORTION OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ PLATTED AS LOTS 1 TO 6, INCLUSIVE, BLOCK "A", CHERRY HILLS PARK, AND
TOGETHER WITH THE E $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ AND THE E $\frac{1}{2}$ OF THE W $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SAID SECTION 2, AND
TOGETHER WITH ALL OF THAT PART OF N $\frac{1}{2}$ OF W $\frac{1}{4}$ OF W $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SAID SECTION 2,
DESCRIBED AS:
BEGINNING AT A POINT 172.65 FEET EAST OF NW CORNER OF N $\frac{1}{2}$ OF W $\frac{1}{4}$ OF W $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 2;
THENCE EAST 157.5 FEET TO THE NE CORNER OF SAID TRACT;
THENCE SOUTH 354.0 FEET TO A POINT;
THENCE NORTH 24°10' WEST 384.2 FEET TO PLACE OF BEGINNING; AND
TOGETHER WITH ALL THAT PART OF THE W $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SAID SECTION 2,
DESCRIBED AS FOLLOWS:
BEGINNING AT NW CORNER OF SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 2;
THENCE EAST 172.65 FEET TO A POINT;
THENCE SOUTH 24°10' EAST 384.62 FEET TO A POINT;
THENCE SOUTH 306.2 FEET ALONG THE EAST LINE OF W $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 2,
TO SE CORNER OF SAID W $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF SECTION 2;
THENCE WEST 20 FEET TO A POINT;
THENCE NORTH IN A COURSE PARALLEL TO SAID EAST LINE 302.1 FEET TO A POINT;
THENCE NORTH 24°10' WEST 363.3 FEET TO A POINT;
THENCE NORTH 88°36' WEST 161.2 FEET TO A POINT ON WEST LINE OF SW $\frac{1}{4}$ OF SE $\frac{1}{4}$;
THENCE NORTH 16 FEET TO PLACE OF BEGINNING,
COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL TWO:

ALL OF THE SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
EXCEPT THAT PORTION PLATTED AS LOTS 1 TO 8, INCLUSIVE, BLOCK "C", CHERRY HILLS PARK; AND
EXCEPT THAT PORTION CONVEYED BY WARRANTY DEED RECORDED APRIL 14, 1937 IN BOOK 385 AT PAGE 112,
TOGETHER WITH ALL OF THE NORTH $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
EXCEPT THAT PORTION PLATTED INTO LOTS KNOWN AS EITHER CHERRY HILLS RANCHO, CHERRY HILLS RANCHO AMENDED FILING, CHERRY HILLS RANCH 2ND AMENDED FILING AND CHERRY HILLS RANCHO THIRD AMENDED FILING,
COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL THREE:

LOT 1,
CHERRY HILLS PARK SUBDIVISION FILING NO. 2,
TOGETHER WITH THAT TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED SEPTEMBER 7, 2004 AT RECEIPTION NO. B4158743,
COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL FOUR:

LOT 12, BLOCK "B", CHERRY HILLS PARK,
COUNTY OF ARAPAHOE, STATE OF COLORADO.

PARCEL FIVE:

LOTS 1, 2 AND 3, BLOCK "B", CHERRY HILLS PARK,
TOGETHER WITH THAT TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED MARCH 17, 2009 AT RECEIPTION NO. B9026893,
COUNTY OF ARAPAHOE, STATE OF COLORADO.

Attachment 2
Major Special Event Agreement
2023 U.S. Amateur Championship

MAJOR SPECIAL EVENT AGREEMENT
CITY OF CHERRY HILLS VILLAGE, COLORADO

THIS MAJOR SPECIAL EVENT AGREEMENT ("Agreement") is entered into as of the 4 day of APRIL, 2023 by and between the City of Cherry Hills Village, a Colorado home rule municipal corporation with offices at 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80113 ("City"), and Cherry Hills Country Club, a Colorado non-profit corporation located at 4125 S. University Blvd, Cherry Hills Village, Colorado 80113 ("CHCC"), together referred to herein as the "Parties." In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

A. Authority

This Agreement is entered into pursuant to Section 16-7-330 of the Cherry Hills Village Municipal Code ("Code") in reference to CHCC's Final Permit Application dated December 29, 2022, as submitted and amended and as conditionally approved by the City Council on 4/4, 2023 (the "Application"). The Cherry Hills Village City Council has determined, pursuant to Code Section 16-7-330(f) that this written agreement memorializes the CHCC's obligations and duties in, and the conditions imposed upon, the conduct of the Event.

B. Major Event Permit and Related Approvals

This Agreement governs CHCC's conduct of the 2023 U.S. Amateur Championship, to be held at CHCC from August 14 through August 20, 2023, and such succeeding day or days as may be necessitated by any playoff or postponement of any round(s) ("Event"), including preparation activities prior to, and remediation activities subsequent to, those dates. On APRIL 4, 2023, the City Council conditionally approved a Major Event Permit ("Permit") for the Event. That Permit is attached hereto as **Exhibit A**. The related approvals granted by the City in association with the Permit include:

1. Permission to install a 30-foot tall, temporary driving range fence extension located between the driving range and S. University Boulevard. The design and location of the fence shall be as depicted in **Exhibit B** with installation starting no sooner than Monday, July 10, 2023.
2. Approval of neighborhood signage plan as described on pages 9-14 of the traffic management plan element of the Application, which shall include an executed copy of an agreement between CHCC and a sign company evidencing the number, location, and size of "no parking" and "directional" signs and sign conformance with the Code.
3. A public right-of-way permit for temporary use of City rights-of-way, to be reviewed and approved separately.
4. Permission to establish and operate mobile wireless communication facilities

for television broadcasts on the Property owned by CHCC located at the northwest corner of S. University Boulevard and E. Quincy Avenue ("Howard Johnson Property") as depicted on **Exhibit C** pursuant to Code Sections 16-2-520(c) and 20-3-20(g)(2).

C. Obligations of CHCC

1. General Obligations.

- a. CHCC will conduct the Event as described in the Application. The representations made in the Application and the statements made by the CHCC to the Cherry Hills Village Planning and Zoning Commission on December 13, 2022, and to the City Council on 4/4, 2023 are considered material representations, intended by the Parties to be included within the Application itself, and are conditions of the Permit. The obligations, duties, and conditions in this Agreement are each conditions of approval of the Permit for the Event.
- b. It is anticipated that the Event will conclude on August 20, 2023. If the Event is extended as a result of any play-off to determine a winner or postponement of any round or rounds or due to force majeure, all provisions of this Agreement shall continue to apply and CHCC agrees to comply with such provisions throughout the duration of the Event as extended. If the Event is extended: (1) CHCC shall advise and consult with the City as soon as practical to ensure sufficient police officers and traffic control measures are available; and (2) CHCC shall comply with all performance, restoration, cleanup, and remediation dates and requirements in this Agreement without change.

2. Site Plans.

- a. CHCC shall comply with each element of the site plans contained in the Application. Changes to the approved site plans may be authorized only with prior written approval of the City Manager.
- b. Mobile wireless communication facilities for television broadcasts on the Howard Johnson Property with all building and equipment outside of the Code-required setback areas is described in the Application. Pedestrian access/amenities are also permitted on the Howard Johnson Property as described in the Application.
- c. The main entry for all pedestrians shall be through the main entrance to the CHCC property at S. University Boulevard. Additional access points for pedestrians include through the Howard Johnson Property and along Cherry Hills Drive north of the CHCC driving range. Only emergency access and deliveries of supplies shall be allowed at the existing CHCC access from E. Quincy Avenue.

- d. CHCC shall comply with applicable Code provisions concerning building permits and inspections. CHCC shall provide a deposit of Five Thousand Dollars and No Cents (\$5,000.00) by July 1, 2023, to cover any building permit review costs or inspection costs. Within 30-days of the conclusion of the event, the City shall return any unused deposit to CHCC. Should more funds be required to cover any such costs, CHCC agrees to pay the City within 30 days of the date of the invoice provided by the City. This amount does not include any inspections or permitting by other health, safety, or fire organizations other than the City.

3. Traffic, Parking and Signs.

- a. CHCC shall comply with the traffic management, parking, and signage plan elements contained in the Application.
- b. All volunteer, VIPs, staff, and spectator parking and shuttle traffic shall conform to the submitted traffic and parking management plan element of the Application with respect to parking, timing, and routing.
- c. Buses used for transport of VIPs, staff, volunteers, and spectators shall not be permitted to idle at the pickup/drop-off locations for more than 10 minutes when not actively queuing, loading, or unloading.
- d. Shuttle Circulation routes. No buses with capacity exceeding 32 passengers shall be allowed on E. Quincy Avenue or other local streets.
- e. "No Parking" and directional signs shall be placed in the locations specified in the traffic and parking management plan element of the Application. Additional "no parking" and directional signs shall be placed as directed by the City based on actual conditions during the Event. All signage shall be compliant with the latest MUTCD requirements.
- f. The text of the "no parking" and directional signs shall be approved by the City in advance of being manufactured. CHCC agrees to remove signage that was not approved by the City and install signage approved by the City immediately upon receiving direction from the City to do so.
- g. CHCC will provide additional parking for spectators, staff, volunteers, and VIPs if the parking areas detailed in the Application are not sufficient. Persons parking at these areas shall be shuttled to the Event along the same routes designated for those classes of attendees in the Application.
- h. CHCC agrees to obtain the necessary temporary sign permit(s) from CDOT for all applicable signs described in the Application and provide evidence of the same to the City on or before July 15, 2023. CHCC agrees to provide the City with a copy of a fully executed contract with a sign company for provision of signs meeting the requirements established in

the traffic and parking management plan element of the Application and the Code.

- i. All directional and informational signs on public rights-of-way within the City shall be installed and in place no sooner than July 24, 2023, and no later than August 7, 2023, and removed no later than August 25, 2023.
- j. All "no parking" signs on public rights-of-way shall be installed no sooner than July 24, 2023, and no later than August 7, 2023, and shall be removed no later than August 25, 2023.
- k. The location of all signs on City property or rights-of-way must be approved in advance by the City. CHCC shall provide the City with evidence of approval for temporary signs within rights-of-way of all other jurisdictions prior to the date on which such signs are installed.
- l. All signs that constitute traffic control devices shall comply with applicable Code provisions, as applicable to the type of sign. CHCC will provide all signs and other traffic control devices and measures, including barricades and traffic cones, needed for the Event at its sole cost and expense.
- m. Temporary signs pertaining to the Event that are erected on private property, as described in the Application, may vary from the requirements of Code Section 16-3-240 as to size and duration, but in no circumstance shall such temporary signs be posted fourteen (14) days beyond the conclusion of the Event.

4. Noise.

All power generators shall comply with the City's noise ordinance codified in Section 7-1-30(4) of the Code. Upon inspection and determination by the City Manager that a generator violates Section 7-1-30(4), CHCC shall bring the generator into compliance by relocation or screening or both.

5. Security.

- a. CHCC shall comply with the security provisions of the security plan element contained in the Application. CHCC has or will enter into a contract with a private security firm to assist in access control at key locations during the Event and to provide security inside the Event perimeter. CHCC shall ensure that such security firm is properly licensed, bonded and insured and shall provide evidence of same to the City upon City's request.
- b. CHCC shall provide the City Police Department with portable radios to ensure timely communication with security personnel assigned to the Event.

- c. CHCC shall provide a copy of all appropriate incident documentation, in a form and manner agreeable to the Parties, to the City Chief of Police on a daily basis during the Event.
- d. On or prior to June 30, 2023, CHCC shall provide the City with the final approved copy of any emergency response plan approved by South Metro Fire and Rescue Authority.
- e. Final post and location assignments shall be agreed upon prior to commencement of the Event and shall be provided to the City Police Department, Arapahoe County Sheriff's Department, and South Metro Fire & Rescue Authority. The City Police Chief shall have final authority to determine and revise final post and location assignments, provided however, any such revisions shall be made after consultation with CHCC.
- f. On or before July 14, 2023, CHCC will execute a contract for police service with the City for personnel and equipment costs directly related to the Event. The cost for such service is Seventy-Five Dollars and No Cents (\$75.00 per hour) as outlined in the City's Extra-Duty Agreement, plus costs incurred by the City in paying other law enforcement agencies for support directly related to the Event as stated in sub-section 5.g., below. On or before September 30, 2023, the City shall provide CHCC with a detailed accounting of the actual cost incurred by the City Police Department in connection with the Event, together with any backup information reasonably requested by CHCC. On or before September 30, 2023, the City shall invoice CHCC for the costs the City incurred in providing the contracted police services.
- g. Due to the limited available personnel within the City Police Department, officers from surrounding agencies will assist in filling police officer specific posts. CHCC will reimburse the respective agencies for these services through the City Police Department. These non-Cherry Hills Village police officers are referred to as "extra duty" officers. The City Chief of Police shall recruit, assign, supervise, and control the actions of all "extra duty" officers. CHCC shall be solely responsible for compensating "extra duty" officers by reimbursing the relevant police department of such "extra duty" officer for such time. "Extra duty" officers will be billed to CHCC at an hourly rate of seventy-five dollars and no cents (\$75.00), with a three (3) hour minimum. Time sheets for "extra duty" officers will be developed and managed by the City Police Department and provided to CHCC at the completion of each day of the Event or by 9:00 p.m.
- h. To avoid confusion for location identification purposes, CHCC will assign all tents a unique identifying number and provide the numbers and a related map to Event security personnel, the police, and private individuals who may initiate an emergency call. It is anticipated that such tents will be limited in number (+/- 10) and limited in size 10' x 10'.

6. Sanitation.

CHCC will comply with the sanitation plan element contained in the Application.

7. Medical Plan.

CHCC shall comply with the general and emergency medical provisions of the medical plan element contained in the Application.

8. Public Notification.

a. CHCC shall comply with the public notification plan element of the Application and with the requirements described below:

- (1) Pre-Event notices shall be placed in the Village Crier, and on the following websites: www.cherryhillsvillage.com and www.chcc.com. Such notices shall be published a minimum of 30 days prior to the Event start date.
- (2) During the Event, CHCC shall ensure its main telephone number is staffed during business hours to address any concerns.

9. Suspension of Play.

In the event of a *force majeure* or any other condition posing an immediate threat to public health or safety, the USGA may declare a suspension of play. In the event of a suspension of play under these circumstances, the City Chief of Police and CHCC shall consult with one another to implement the medical and evacuation plans contained in the Application.

D. Use of City Property, Easements, and Rights-of-Way

1. Permission is hereby granted for the use of City rights-of-way for the placement of temporary signs, barriers, and other traffic control facilities, only as specifically identified in this Agreement and the Application.
2. Permission is hereby granted for access from St. Mary's Academy through the bridle path along University Boulevard.

E. Event Setup and Removal Schedule

CHCC shall set up and remove all equipment and facilities for the Event pursuant to the following schedule:

1. Facilities and structures located within or on CHCC property: set up no earlier than July 10, 2023; remove no later than September 30, 2023.
2. Facilities and structures located at the Kent Denver School property and the Saint Mary's Academy property: set up no earlier than August 1, 2023; remove no later than August 25, 2023.
3. Mobile wireless communication facilities for television broadcasts, structures, and other guest amenities located at the Howard Johnson Property: set up no earlier than August 1, 2023; remove no later than August 25, 2023.
4. Facilities and structures located on other private property with permission of the owner: set up no earlier than August 1, 2023; remove no later than August 25, 2023.
5. To the extent not otherwise addressed herein, facilities and structures located on City rights-of-way and property: set up no earlier than August 1, 2023; remove no later than three (3) days following the termination of the Event, unless otherwise approved in writing by the City Manager.

F. Post-Event Clean Up and Remediation

1. At the conclusion of the Event, all structures, facilities, trash, and personal property of any kind or description shall be removed pursuant to the schedule set forth in Section E above.
2. Within thirty (30) days after receipt of notice from the City, unless CHCC and City agree upon an extended duration due to unforeseen circumstances, CHCC will promptly address any claims of waste or damage on private property as a direct result of the Event and its support operations. CHCC will provide the City a description of the procedure for processing of private claims, and a report of their review and disposition. The procedure shall include contact with the claimant within at least 24 hours of CHCC's receipt of the claim.
3. Within thirty (30) days after receipt of notice from the City, unless CHCC and City agree upon an extended duration due to unforeseen circumstances, CHCC shall repair and restore all public property within the City damaged as a direct result of the Event and its support operations to its condition prior to the Event, beyond reasonable wear and tear, as determined in the City's sole discretion.

G. Guarantee and Posting of Security.

CHCC shall post with the City security in the amount of \$ 10,000.00, to be held by the City to guarantee compliance by the USGA and CCHC with requirements for post- Event clean up and remediation on City property. These funds shall be posted on or before August 1, 2023, in the form of cash, certified funds, or a letter

of credit drawn upon a bank in the Denver Metropolitan area and in a form approved by the City Attorney.

Release of Security: The City Manager shall, on or before September 30, 2023, release the full amount of security unless the Manager finds that, following notice to the CHCC from the City and a reasonable opportunity to cure given the circumstances, CHCC failed to repair, replace or correct any damage or loss to City property. The amount of security withheld by the City Manager shall not exceed an amount equal to the actual damage, loss or cost suffered by the City. The City Manager shall provide written notice to CHCC of the amount of security to be withheld and the specific damage or loss of City property for which repairs or remediation are necessary. Upon completion of the repairs or remediation described in the City Manager's notice, the City Manager shall promptly release the remaining amount of security.

H. Indemnification.

CHCC and its legal successors and assigns hereby agree to indemnify, hold harmless, defend the City, the City Council, the City's agents and employees from and against any and all liability, actions, claims, damages, costs or expenses, including attorney's fees, that may be asserted by any person or entity, including CHCC, arising out of or in connection with any willful act or negligence of CHCC, its respective agents, employees, vendors and affiliates concerning or arising out of the Event, but not including any willful act or gross negligence of the City, the City Council or the City's agents or employees (it being understood that "extra duty" officers are not the City's agents or employees for this purpose).

I. Insurance.

On or before July 16, 2023, CHCC shall provide to the City evidence of a policy or policies of insurance in force throughout the Event, and providing the following coverage:

1. General liability, including property damage and personal injury: \$1,000,000 per occurrences; \$10,000,000 aggregate. This policy shall name the City as additional insured.
2. Workers' compensation for all employees: statutory coverage excluding the "extra duty" police officers that will be provided by the City or by the officers' respective employer(s).
3. Motor vehicle liability for all motor vehicles to be used by CHCC in connection with the Event in no less than the limits required under Colorado law.
4. CHCC shall provide the City with a certificate evidencing the policies, insureds and related endorsements, and required coverages on or before July 16, 2023.

J. Modification or Amendment.

This Agreement may be modified or amended only by written agreement of the Parties, approved and executed in the manner set forth in this Section. Any modification requested by CHCC shall be submitted in writing to the City Manager, who is hereby empowered to approve, deny, or refer such request to the City Council. It is contemplated by the Parties that minor modifications may be reviewed and acted upon by the City Manager, but that the City Manager may, in his sole and exclusive discretion, determine whether any requested modification should instead be presented to the City Council for decision. The City and CHCC understand and agree that no modification that may be referred to the City Council for decision shall be submitted subsequent to June 30, 2023, in light of the fact that the last City Council meeting prior to the Event is August 8, 2023. Notwithstanding the foregoing, the Parties agree that, during the Event, CHCC may make daily operational modifications to respond to changing circumstances, without prior approval of the City, to the extent that:

1. Such modifications are within the scope of this Agreement or are required by CHCC to protect the health, safety, or other operational concerns regarding completion of the Event, and
 2. Such modifications do not materially alter or violate any standard or obligation contained herein, and
 3. CHCC promptly notifies the City Manager or his designee of such modification.

K. Local Operational Contacts.

For the City: **City Manager or his designee
(303)783-2541**

For the CHCC: Lance Sabella, General Manager
(303) 350-5274
lsabella@chcc.com

L. Permits from Other Agencies.

On or before June 30, 2023, CHCC shall obtain and provide to the City all required permits, to the extent required, from other agencies and jurisdictions; including CDOT, South Metro Fire and Rescue Authority, the City and County of Denver, and any other agency with jurisdiction.

M. Force Maieure.

In the event of the occurrence of a *force majeure*, such as a severe weather event or natural disaster (severe rain, flood, earthquake, hailstorm), a major work stoppage, or terrorist event, which occurrence actually and materially prevents CHCC, through no contributing fault of its own, from complying with any setup or post-Event cleanup and remediation, then the affected performance obligation

shall be deemed extended for a period of time equal to the delay actually caused by the occurrence of the event.

N. Miscellaneous.

1. Notices: All notices required or permitted under this Agreement shall be hand delivered or given by facsimile transmittal, regular mail, or overnight courier to the Parties at the following addresses:

If to the City: City Manager
 Cherry Hills Village
 2450 East Quincy Avenue
 Cherry Hills Village, CO 80113

With a copy to: City Attorney
 Michow, Cox, & McAskin LLP
 6530 S. Yosemite Street, Suite 200
 Greenwood Village, CO 80111

If to CHCC: Lance Sabella
 Cherry Hills Country Club
 4125 South University Boulevard
 Cherry Hills Village, CO 80113
 Telecopy No: 303-350-5242

With a copy to: Chris Manley
 Five Senses Hospitality
 Management, LLC
 270 St. Paul Street
 Suite 200
 Denver, CO 820206

2. In the event of litigation arising under this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and other expenses. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Venue for any litigation arising under this Agreement shall be proper and exclusive in the District Court for Arapahoe County, Colorado and CHCC expressly consents to the jurisdiction of such court.
3. This Agreement shall inure to the benefit of and be binding upon the Parties and their successors, and assigns. No Party may assign any rights or obligations under this Agreement without the express written consent of the other party which consent may be withheld for any reason.
4. No failure by any Party to insist upon the strict performance of any condition of this Agreement, or to exercise any right or remedy consequent upon a breach

of this Agreement, shall constitute a waiver of such breach or of any other covenant, agreement, term, or condition.

5. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of any other provisions, and to that end such provisions are declared to be severable and there shall be substituted for any such provision a valid, binding, and enforceable provision that as nearly as possible reflects the intent of the Parties.
6. Nothing contained in this Agreement shall be construed to waive or limit the City's police powers or its authority to enforce applicable provisions of the Code and all regulations over which the City retains jurisdiction.
7. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

In witness whereof, the Parties have executed this Agreement as of the date first written above.

City of Cherry Hills Village, Colorado

By: Kathleen Brown
Kathleen Brown, Mayor

Attest:

Laura Gillespie
Laura Gillespie, City Clerk

Cherry Hills Country Club

By: Lance Sabella
Name: Lance Sabella
Title: General Manager

STATE OF COLORADO)
) ss.

COUNTY OF Arapahoe)

The foregoing Major Special Event Agreement was subscribed, sworn to and acknowledged before me this 27th day of March, 2023, by Lance Sabella as Gm/COO of Cherry Hills Country Club, a

My commission expires: 04/06/2026

(S E A L)

BOBBI J. JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984009583
MY COMMISSION EXPIRES 04/06/2026



Notary Public

EXHIBIT A
MAJOR SPECIAL EVENT PERMIT
[Attached]

MAJOR SPECIAL EVENT PERMIT
CITY OF CHERRY HILLS VILLAGE, COLORADO

This permit to conduct a Major Special Event is granted by the City of Cherry Hills Village, Colorado to the Cherry Hills Country Club ("CHCC") pursuant to Sections 16-2-520, 16-7-330, and other applicable sections of the Cherry Hills Village Municipal Code (the "Code") for the conduct of the following Event: 2023 US Amateur Championship to be held at Cherry Hills Country Club, August 14-20, 2023, as described in the 12/29/22 Application as submitted and amended by CHCC ("Application"), and as conditionally approved by the City Council on 4/4/23 ("Event"). This permit relies upon and specifically incorporates the representations of the Application, and those made by CHCC at the Planning and Zoning Commission meeting and the 4/4/23 City Council public hearing. This permit is additionally conditioned upon compliance with the terms and conditions of that certain Major Event Development Agreement entered into between the CHCC and the City.

Approved this 4 day of APRIL, 2023

City of Cherry Hills Village, Colorado

By: Kathleen Brown
Kathleen Brown, Mayor

Attest:

Laura Gillespie
Laura Gillespie, City Clerk

EXHIBIT B
FENCE DESIGN AND LOCATION

Location. East end of driving range along University Avenue (approx. red line in picture below).

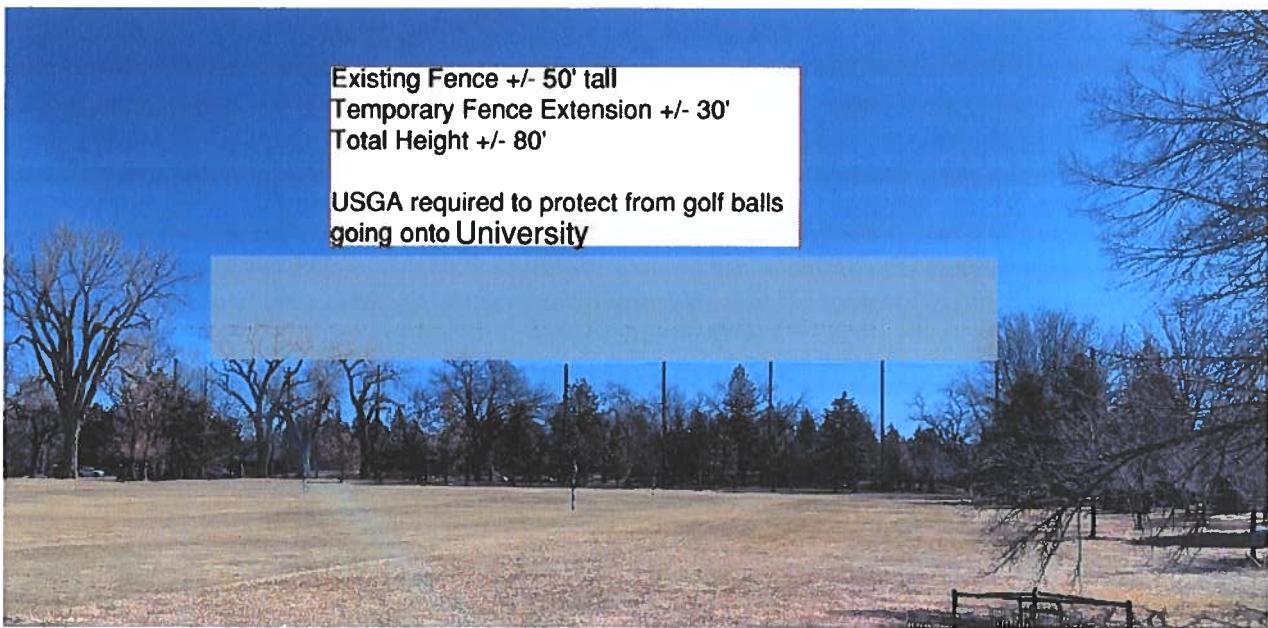


Fence Design. 30' tall temporary netting extension in addition to current netting.

Setup will be identical to that used in 2012 US Amateur and 2014 BMW Championship.

Existing Fence +/- 50' tall
Temporary Fence Extension +/- 30'
Total Height +/- 80'

USGA required to protect from golf balls
going onto University



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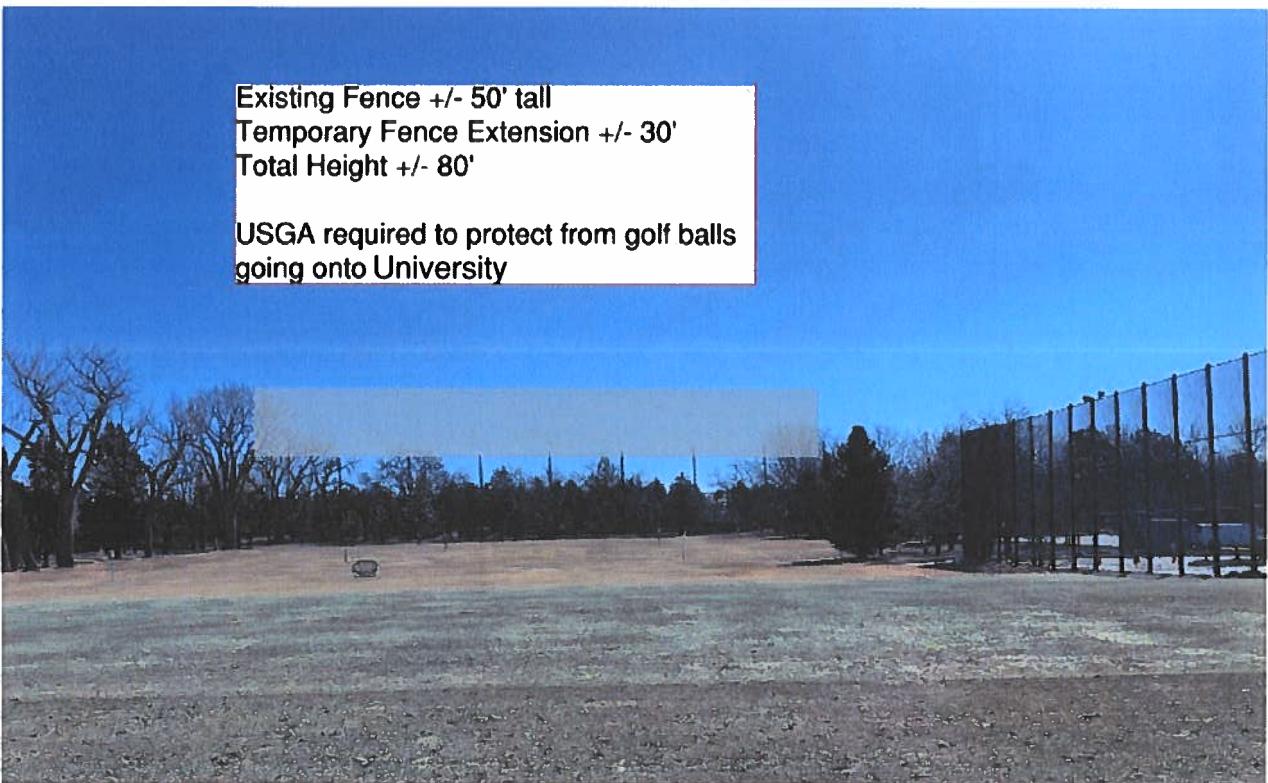


EXHIBIT C
LOCATION OF MOBILE WIRELESS COMMUNICATION FACILITES

These facilities relate to the TV compound for the network broadcast. Approximate location of TV compound in red.

