

RESOLUTION NO. 6
SERIES OF 2005

INTRODUCED BY: Doug Tisdale
SECONDED BY: Michael Wozniak

A RESOLUTION CONCERNING THE APPLICATION OF THE UNITED STATES GOLF ASSOCIATION FOR A MAJOR EVENT PERMIT PURSUANT TO CHERRY HILLS VILLAGE MUNICIPAL CODE SECTION 16-21-10, ET SEQ., AND IN CONNECTION THEREWITH, MAKING FINDINGS OF FACT AND APPROVING THE ISSUANCE OF A DEVELOPMENT AGREEMENT

WHEREAS, the City of Cherry Hills Village (the "City") is a home rule municipality operating under a charter approved by the voters pursuant to Article XX of the Colorado Constitution; and

WHEREAS, the City Council of the City of Cherry Hills Village ("the Council"), acting pursuant to the authority granted it by the Colorado Constitution, the Colorado Revised Statutes and the Cherry Hills Village Home Rule Charter, is charged with the authority to enact municipal legislation for the protection of the public health, safety and welfare; and

WHEREAS, pursuant to this authority, the City Council has enacted the Cherry Hills Village Municipal Code (the "Code"), Chapter 16 Article XXI of which establishes procedures and submittal requirements for applications to conduct major events of national or regional importance within the City; and

WHEREAS, the United States Golf Association (the "USGA") has made application pursuant to the Code for the conduct of the 60th U.S. Women's Open Championship to be held at the Cherry Hills Country Club from June 20 through 27, 2005 (the "Major Event"), including preparation activities prior to, and remediation activities subsequent to, those dates; and

WHEREAS, a Major Event Development Agreement, (the "Development Agreement") has been prepared pursuant to Code Section 16-21-70(a); and

WHEREAS, the Major Event is a major event within the scope of Sections 16-21-20 and 16-21-30 of the Code; and

WHEREAS, the Planning and Zoning Commission administratively reviewed a preliminary application on June 8, 2004 and provided its recommendations and suggestions to the Applicant; and

WHEREAS, the USGA submitted a revised preliminary application to the City pursuant to Code Section 16-21-50 on September 28, 2004; and

WHEREAS, on November 19, 2004, the City Manager, by correspondence to the USGA, communicated the comments of the City in anticipation of the submission of a final application; and

WHEREAS, on January 31, 2005, the USGA submitted a final application pursuant to Code Section 16-21-60 (the "Application"); and

WHEREAS, pursuant to Code Section 16-21-90(1) the Planning and Zoning Commission conducted a public hearing on the Application on February 22, 2005, notice of which was given pursuant to the requirements of subsection 16-2-40(c) of the Code; and

WHEREAS, at the conclusion of the hearing, the Planning and Zoning Commission moved that the Application be approved, with certain conditions; and

WHEREAS, a public meeting hosted by the Applicant was held on March 2, 2005; and

WHEREAS, pursuant to Code Section 16-21-90(2) the City Council considered the Application at a public hearing on March 15, 2005, notice of which was given pursuant to the requirements of subsection 16-2-40(c) of the Code; and

WHEREAS, evidence and testimony were taken from the applicant, members of the public, and City staff at the March 15 public hearing, the hearing was closed, and the matter was continued for action to the Council's regular meeting on April 5, 2005; and

WHEREAS, the Council considered the Application at its April 5, 2005 regular meeting.

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

Section 1. Findings. Pursuant to the authority vested in it by the Municipal Code, the City Council hereby makes the following findings of fact with respect to the Application:

1. The proposed event is a major event within the meaning of Sections 16-21-20 and 16-21-30 of Article XXI, Chapter 16 of the Municipal Code.
2. The Major Event will provide one (1) or more significant and important public benefits to the City, including retail sales tax pursuant to Chapter 4 Article IV of the Municipal Code and excise tax on professional sports events pursuant to Chapter 4 Article VI of the Municipal Code. The Major Event will give prominence to Cherry Hills Village as the site of a prestigious national women's golf tournament, which will be of interest to and attended by Cherry Hills Village residents.
3. The Major Event is appropriately sized in relationship to the site, and together with the proposed services, can be conducted in an organized and efficient manner. The Cherry Hills Country Club site, as supported by the permitted sites for support services, is sufficient in size to accommodate the Major Event. The Application and its supporting materials demonstrate that the Major Event can be conducted in an organized and efficient manner. The Council further finds that the Application proposes the use of sufficient volunteers and paid administrative and security staff to conduct the event.
4. The Major Event will not result in unreasonable traffic congestion or create a hazard to vehicular or pedestrian traffic. The traffic plan and study submitted in association with the Application have been reviewed and approved by the City's traffic consultant. Specifically, the routing of vehicular traffic to the site has been appropriately separated into traffic for volunteers and VIP's, using small "people mover" vehicles from Kent Denver School to Cherry Hills Village Elementary School, and, for public patrons, buses from the Denver Tech Center general patron parking areas north on University Boulevard to St. Mary's Academy. The traffic plan and study and the City's traffic consultant have determined, and the City Council finds, that sufficient capacity exists on these chosen routes for their use during the Major Event in a manner which will not result in unreasonable traffic congestion nor create a hazard to vehicular or pedestrian traffic.
5. The Major Event will provide sufficient parking in terms of parking spaces and areas to accommodate parking demand. The parking plan submitted with the Application has been reviewed by the City's traffic consultant and determined to be adequate, both for the needs of the general public patrons and the volunteer/VIP attendees.
6. The Major Event will be conducted in a manner that eliminates, mitigates or reasonably controls adverse impacts upon adjacent properties and upon the

public generally. The Application contains appropriate measures to eliminate, mitigate or reasonably control adverse impacts upon adjacent properties and upon the public generally. These measures are contained in, inter alia, the traffic management plan, the parking plan, the signage plan, the lighting plan, the security plan, the sanitation plan, the emergency medical and ambulance service plan, and the amplified sound plan.

7. The Major Event will not unreasonably impair the public health, safety or welfare, for the reasons set forth herein.
8. The following sections of the Development Agreement address and support the findings above: Section C2, Site Plans; Section C3, Traffic; Section C4, Parking; Section C5, Signs; Section C6, Lighting and Noise; Section C7, Security; Section C8, Sanitation; Section C9, Medical Plan; Section C10, Public Notification; Section C11, Floodplain Control; Section D, Use of City Property and Rights of Way; Section E, Event Setup and Removal Schedule; Section F, Post-Event Cleanup and Remediation; Section G, Guarantee and Security; and Section I, Insurance.
9. During the Planning Commission and City Council public hearings on the Application, concern was raised regarding the use for the Major Event of the bridle path easement west of University Boulevard from St. Mary's Academy to Quincy Avenue as a route for public patrons from the bus dropoff point to the main entry. The Council finds that the use of this easement is an appropriate use and within the scope of the grant of the easement, for the following reasons:
 - a. The easement was granted to the City by the plat of the Cherrymoor South Subdivision dated May 4, 1970, and filed with the Arapahoe County Clerk and Recorder on May 5, 1970. The plat note conveying the easement states: "The undersigned parties hereby further dedicate to the public all utility and drainage easements and dedicate to the City of Cherry Hills Village, Colorado, all bridle path easements as shown hereon." Pursuant to the express terms of the plat, the grant is to "the City of Cherry Hills Village." The grant, by its express terms, is not limited to use by any individual or group of individuals.
 - b. Pursuant to Sections 1.3 and 3.1 of the Charter, the City Council exercises all authority on behalf of the City with respect to City-owned properties and interests in real property, including the easement.
 - c. In conveying the easement to the City, it was contemplated by the grantor that the City would allow the general public to use the easement, in as much as the City, acting through the City Council pursuant to the Home Rule Charter, is the representative of the general public.
 - d. Pursuant to Section 3.9 of the Charter, the City Council may cooperate with organizations in or outside the City to implement the operation of community bridle path, park and recreation programs. The Major Event Permit process, enacted by ordinance, is one mechanism by which the City Council has authority to grant such use. See, Code Section 16-21-30(a).
 - e. The City, as owner of the easement, has permitted its use by the general public since the easement was granted in 1970. This historic use has never been restricted exclusively to use by Cherry Hills Village residents and/or equestrians. Instead, the general public, both resident and nonresident, has used the easement for pedestrian and equestrian purposes for a period in excess of 18 years. Accordingly, the Council finds that the City has, in addition to the record title grant of easement, a prescriptive easement for use by the general public of the easement for pedestrian and equestrian use.

- f. Major golf tournament events have been taking place at the Cherry Hills Country Club since 1932, substantially prior to the date of the 1970 grant of the easement to the City. This existing condition at the time of the 1970 grant establishes that the grantor was aware that conveyance to the City of property rights, which the Council could choose to exercise pursuant to Sections 1.3, 3.1 and 3.9 of the Charter, could include use for pedestrian access to future major golf events at the Cherry Hills Country Club.
 - g. The use of the easement in connection with the Major Event is limited in time to approximately one week; this temporary use, in the context of the permanent grant of the easement to the City for the benefit of the general public, is not unreasonable and is within the scope of the grant.
10. The Development Agreement, at Section D.3, contains sufficient conditions to eliminate, mitigate, or reasonably control adverse impacts upon the Cherrymoor South Subdivision in connection with use of the bridle path easement from St. Mary's Academy to the intersection of Quincy Avenue and University Boulevard, including the following:
 - a. Adequate surface preparation prior to the Major Event.
 - b. Use restricted to pedestrians and wheelchairs only.
 - c. Insurance policies naming the adjacent homeowners and the City.
 - d. Remediation of the easement to its pre-Event condition, secured by a financial guarantee.
 - e. Security personnel assigned to patrol the easement continuously.
 - f. Eight-foot security fence with privacy screen required to separate the easement from adjacent private property.
 - g. Two gates to be installed to allow local use of the easement outside of Event hours.
 - h. The easement to be cleaned and trash removed twice daily during the Major Event, with the screen fence removed on June 28th and the easement restored to a condition capable of being used as it was prior to the Major Event no later than June 30.
 - i. Complete remediation to pre-Event conditions is required.
 - j. Section C.7 of the Development Agreement requires that a staffed security checkpoint shall be provided at the entrance to the Cherrymoor South Subdivision.
11. The Application is complete and contains the information and submission requirements mandated by Code Section 16-21-60(a). Specifically, the Application contains the following:
 - a. A letter requesting approval of a Major Event Permit and fully describing the proposed major event.
 - b. The Application fee of \$300 has been paid.
 - c. Letters of authorization from the owners of the property upon which the Major Event will be conducted: the Cherry Hills Country Club, and from the record owners of all property upon which supporting services will be provided, including the owners of the Johnson property, the Leede property, Cherry Hills Village Elementary School, St. Mary's Academy, and Kent Country Day School.

d. A series of site plans of the property upon which the Major Event will be conducted, including plans for all supporting service sites. These plans contain the information required by Code Section 16-21-60(a)(4). The following site plans form this portion of the Application:

- (1) Overall Site Plan
- (2) Ingress/Egress, Curb Cuts and Driveways
- (3) Temporary Buildings, Structures and Shelters
- (4) Pedestrian Circulation, Sidewalks and Grandstands
- (5) Generators
- (6) Temporary Fencing and Barricade
- (7) Leede Property (Television Compound)
- (8) Johnson Property (Main Entry/Volunteer Headquarters)
- (9) Cherry Hills Village Elementary (Volunteer Shuttle Depo) St. Mary's Academy (Spectator Bus Depot)
- (10) Kent Denver School (Parking Lots B & C)
- (11) City Park at Greenwood Gulch

e. The Application contains the following studies and reports, which are in appropriate detail and in compliance with Code Section 16-21-60(a)(5):

- (1) Traffic Study and Management Plan conforming to the requirements of Article XIV of Chapter 16 of the Municipal Code.
- (2) Parking Plan
- (3) Signage Plan
- (4) Lighting Plan
- (5) Security Plan
- (6) Sanitation Plan
- (7) Emergency Medical and Ambulance Service Plan
- (8) Amplified Sound Plan

12. The Major Event will include attendance of substantially in excess of two thousand (2,000) persons during each of the days during which tournament play takes place. It is anticipated that 100,000 persons in total may attend the Event. Pursuant to Code Section 16-21-30(a), the Major Event is proposed to be conducted upon property owned by and used for a private club, the Cherry Hills Country Club. The USGA has obtained express written authorization from the owners of all additional support services sites within the City; the Johnson property, the Leede property, St. Mary's Academy, Cherry Hills Village Elementary School, and Kent Country Day School. Written authorization to use certain City-owned property in connection with the Major Event is granted pursuant to the Major Event Permit and the Development Agreement approved hereby.

13. Pursuant to Code Section 16-21-70(a) a written preliminary form of Development Agreement memorializing the Applicant's obligations and duties in, and the conditions imposed upon, the conduct of the Major Event has

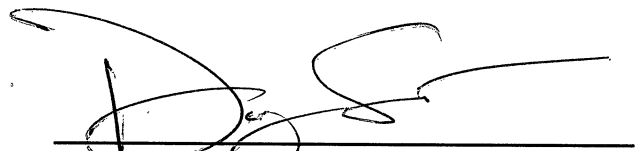
been prepared and is attached hereto as **Exhibit 1**. The Council finds that the Development Agreement includes terms and conditions appropriate to guarantee and insure that the conduct of the Major Event will be in accordance with the approved Major Event Permit and that the conduct of the Event will satisfy the requirements of Code Section 16-21-100. The Council finds that the Development Agreement contains the financial security, guarantee and indemnification requirements set forth in Code Section 16-21-70 and that the form of the Agreement has been approved by office of the City Attorney.

Section 2. Major Event Permit Approved with Conditions. The City Council hereby approves the application of the United States Golf Association for a permit to conduct the 60th U.S. Women's Golf Championship at the Cherry Hills Country Club June 20 through 27, 2005 as described in the Major Event Permit attached hereto as **Exhibit 2**, subject to the conditions set forth in that permit document, in the final executed Major Event Development Agreement, and in addition thereto, the following conditions:

1. The Applicant shall submit a revised site plan for the Johnson Property/Entry Plaza or the Cherry Hills Country Club property to show placement of the temporary telecommunication wireless facility and must also include a photosimulation of the facility and specifications for the equipment.
2. The Applicant shall provide separate letters from the impacted private property owner and the homeowners association that permits residential pedestrian access and placement of temporary fencing, as outlined in Section C.2 of the Development Agreement.
3. The Major Event shall not extend beyond Monday, June 27, 2005 unless the Application is amended by City Council no later than at the May 17, 2005 City Council meeting and subject to the availability of police and extra-duty personnel.
4. Entry by the City and the Applicant into an acceptable final form of the Development Agreement, but in any event prior to the holding of the Major Event.

Section 3. This resolution shall take effect upon adoption.

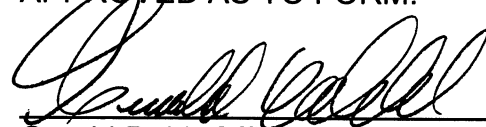
Introduced, passed and adopted at the regular meeting of City Council this 5th day of April, 2005, by a vote of 4 Yes and 1 No.


Douglas C. Scott, Mayor

ATTEST:


Jennifer Pettinger, City Clerk

APPROVED AS TO FORM:


Gerald Dahl, Office of the City Attorney

(SEAL)

EXHIBIT 1
Form of Major Event Development Agreement
[Attached]

**MAJOR EVENT DEVELOPMENT AGREEMENT
CITY OF CHERRY HILLS VILLAGE, COLORADO**

THIS MAJOR EVENT DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 3rd day of May, 2005 by and between the City of Cherry Hills Village ("City"), and the United States Golf Association ("USGA"), 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 16-21-70 of the Municipal Code of the City of Cherry Hills Village, Colorado (the "Code"). The Cherry Hills Village City Council has determined, pursuant to Code Section 16-21-70(a) that this written agreement memorializing the USGA's obligations and duties in, and the conditions imposed upon, the conduct of the major event will be required.

B. Major Event Permit and Related Approvals

This Agreement governs the conduct of the 60th U.S. Women's Open Championship, to be held at the Cherry Hills Country Club from June 20th through 27th, 2005 (the "Event"), including preparation activities prior to, and remediation activities subsequent to, those dates. On April 5, 2005, the City Council approved a Major Event Permit (the "Permit") for the Event. That permit document, including associated related approvals, is attached hereto as **Exhibit A**. The related approvals granted by the City in association with the Permit include:

1. Approval for the conduct of development activities within the floodway and floodplain pursuant to Code Sections 16-17-10 and 16-17-60.
2. Permission to place temporary signs in City rights-of-way pursuant to Code Section 16-15-60.
3. Permission for temporary use of City property at the four corners of University Boulevard and Quincy Avenue.
4. Permission for temporary use of the City bridle path easement on the west side of University Boulevard from St. Mary's Academy to Quincy Avenue.
5. Permission for temporary use of City rights-of-way.
6. Permission to establish and operate a wireless communication facility on the Johnson property or on Cherry Hills Country Club property at the northeast corner of University Boulevard and Quincy Avenue during the Event.

C. Obligations of USGA

1. General Obligations.

- a. The USGA will conduct the Event as described in the Final Permit Application dated January 31, 2005 (the "Application") as conditionally approved by the City Council on April 5, 2005. The representations made in the Application and the statements made by the USGA to the Cherry Hills Village Planning Commission on February 22, 2005 and to the City Council on March 15 and April 5, 2005 are considered material representations, intended by the Parties to be included within the Application itself, and as conditions of the Permit. The obligations and conditions contained herein are each conditions of approval of the Permit for the Event.
- b. It is anticipated that the Event will conclude on June 26. If in order to determine a winner, the Event is prolonged to June 27, all provisions hereof shall continue to apply with the sole exception that cleanup, removal and restoration dates shown as June 27 shall be adjusted to June 28 and those shown as June 28 shall be adjusted to June 29. The Event shall not extend beyond Monday, June 27 unless : (1) the USGA shall advise the City prior to 6:00 p.m. on June 26 of the need for play on June 28, (2) all performance, restoration, cleanup and remediation dates herein continue to be met without change, and (3) sufficient police officers are available as "extra duty" officers to provide necessary security and traffic control, in the judgment of the Cherry Hills Village Chief of Police, and if not, the Event may not extend to June 28.

2. Site Plans.

- a. The USGA shall comply with the site plans contained in the Application.
- b. The USGA shall provide separate letters from the private property owner and the impacted homeowners association permitting pedestrian access and placement of temporary fencing for local resident traffic from the north from Cherry Hills Drive and at the northwest corner of the Cherry Hills Country Club property, including approval for any temporary fencing that is to be placed on private property.
- c. Temporary fencing shall not exceed six feet in height, except along the bridle path easement on the west side of University Boulevard from St. Mary's Academy to Quincy Avenue, where the temporary fence will be eight feet in height.
- d. At the "NBC Compound" on the Leede property, media trailers must be located at least 10 feet from the west side of the property.

- e. At the Main Entry all pedestrian access shall be over the planned access bridge. Only emergency access and deliveries of supplies shall be allowed at the existing access from Quincy Avenue. This shall be a controlled access point as indicated by the temporary fencing shown on the traffic pattern/emergency access site plan.
- f. The USGA shall submit a revised site plan for the Johnson Property/Entry Plaza or the Cherry Hills Country Club property to show placement of the temporary telecommunication wireless facility and must also include a photosimulation of the facility and specifications for the equipment.

3. Traffic.

- a. The USGA shall comply with the Traffic Plan contained in the Application.
- b. All volunteer, VIP, staff and spectator shuttle traffic shall conform to the submitted traffic plan with respect to parking, timing, routing and modification of signalized intersections at Belleview and University and University and Quincy.
- c. Shuttle buses using Quincy shall be of a size and have a bumper height between 15 and 31 inches as approved by the Cherry Hills Village Police Department. No buses in excess of 28 passenger capacity are permitted on this route.
- d. The USGA shall obtain and provide to the City evidence of approval from CDOT for temporary access to the Johnson property from the west side of University Boulevard for vendor traffic.
- e. Buses used for transport of VIP's, staff, volunteers and spectators shall not be permitted to idle at the pickup/dropoff locations for more than 3 minutes when not loading or unloading.
- f. The circulation route for vehicles at the Cherry Hills Village Elementary School shall remain as presently configured.
- g. "No parking" signs shall be placed along South Clarkson Street, south of East Quincy Avenue at the intersection of Quincy Avenue with: Radcliffe, Stanford, Tufts, Layton and Viking Drive, in addition to the locations shown on the traffic plan. "No parking" signs shall also be placed at the following intersections: East Jefferson Avenue at Hampden Avenue; Belleview Avenue at Summit Blvd.; Cherry Hills Farm East, Cherry Hills Farm West and Cherryridge at University. Additional "no parking" signs shall be placed as directed by the City based on actual conditions during the Event.
- h. The text of "No Parking" signs shall be approved by the City.

4. Parking.

- a. The USGA shall comply with the Parking Plan contained in the Application.
- b. The USGA will provide additional parking for spectators, staff, volunteers and VIP's in the event 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 attendee in the Application.
- c. Parking in the VIP lot at the Kent Denver School shall commence each day at the northwest corner of the site and proceed toward the southeast corner of the lot in order to reduce impacts on surrounding property owners.
- d. All parking that occurs within the City and County of Denver shall use the Public Patron route as indicated on figure 2, Shuttle Bus Route, as well as the Shuttle Bus Stop found within the FHU Traffic Management Plan.

5. Signs.

- a. The USGA shall comply with the Signage Plan contained in the Application.
- b. The USGA shall obtain the necessary temporary sign permit from CDOT and share evidence of the same with the City prior to the Event.
- c. All directional and informational signs on public rights-of-way shall be installed and in place no sooner than June 5, 2005, and removed no later than July 3, 2005.
- d. The location of all signs on City property or rights-of-way must be approved in advance by the City.
- e. All barricades placed in public or private roadways shall display the dates of the Event, shall be installed on June 15, 2005, and be removed on June 27, 2005. The text on all barricade signs shall be approved by the City.
- f. All signs which constitute traffic control devices shall comply with the standards of the Manual for Uniform Traffic Control Devices, as applicable to the type of sign.
- g. All signs, barricades, traffic cones and any items needed for traffic control and direction will be provided by the USGA.

- h. Temporary signs erected on private property, as described in the Application, are permitted to vary from the requirements of Code Section 16-15-60 as to size and duration.

6. Lighting and Noise.

- a. The USGA shall comply with the Lighting Plan contained in the Application.
- b. No temporary lighting shall exceed 12 feet in height nor shall any temporary lighting be allowed to operate after 11:00 p.m. or prior to sunrise, as restricted by Code Sections 16-16-20 and 16-16-50.
- c. The areas requiring illumination shall be illuminated as unobtrusively as reasonably possible to meet the functional needs of safety and circulation and of protecting people on property. The City shall determine compliance with this standard.
- d. The placement of any light standard shall ensure that neither the direct nor reflected light from any source will create a traffic hazard to operators of motor vehicles on public roads, nor create a nuisance to any residential property under Code Section 7-1-30(5).
- e. All power generators shall be inspected when on site and operating to ensure compliance with the City's noise ordinance.

7. Security.

- a. The USGA shall comply with the Security Plan contained in the Application.
- b. The USGA shall provide the Cherry Hills Police Department with portable radios to ensure timely communication with security personnel assigned to the Event.
- c. The USGA shall provide a copy of all appropriate incident documentation, in a form and manner agreeable to the Parties, to the Chief of Police on a daily basis during the Event.
- d. The USGA shall provide the City with the final approved copy of the Emergency Response Plan approved by South Metro Fire and Rescue.
- e. Final post and location assignments shall be agreed upon prior to commencement of the Event and shall be provided to the Cherry Hills Police Department, Arapahoe County Sheriff's Department, South Metro Fire & Rescue, and the Stadium Management Group. The Cherry Hills 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 the USGA.

- f. On or before June 1, 2005, the USGA will pay to the City 110% of the estimated costs for all Cherry Hills Police Department personnel and equipment costs directly related to the Event including but not limited to all accrued overtime and benefits for police personnel for the time period June 20, 2005 – June 27, 2005 directly related to the Event. The estimate to be used for this payment is \$79,000; 110% of this amount is \$86,900. On or before July 15, 2005, the City shall provide the USGA with a detailed accounting of the actual costs incurred by the Cherry Hills Police Department in connection with the Event, together with any backup reasonably requested by the USGA. On or before August 1, 2005, the City shall either: (1) refund to the USGA the excess amount, based on actual costs, or (2) inform the USGA of a shortage, based on the actual costs. The USGA shall promptly pay the amount of any shortage within ten days.
- g. Officers may accrue overtime covering positions within the Cherry Hills Police Department normal operation that would typically be staffed by officers assigned to tournament related posts. This overtime will be paid by the USGA as set forth above.
- h. Due to the limited available personnel within the Cherry Hills Police Department, officers from surrounding agencies will assist in filling police officer specific posts. The USGA will reimburse the respective agencies for these services. These non-Cherry Hills officers are referred to as "extra duty" officers. The Cherry Hills Village Chief of Police, shall recruit, assign, supervise and control the actions of all "extra duty" officers. The USGA 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 the USGA at a rate of \$40.00 per hour, the current extra duty rate for Cherry Hills police officers. The USGA will pay the respective agencies for "extra duty" officer time by sending a check via mail to the respective police department within 10 days of the completion of the Event or otherwise in accordance with an agreement between the USGA and such police department. Time sheets for "extra duty" officers will be developed and managed by the Cherry Hills Police Department and turned over to the USGA at the completion of each day.
- i. All bleachers, grandstands and tents will be numbered with a unique identifier in order to avoid confusion for location identification purposes, for the Event security personnel, the police, and private individuals who may initiate an emergency call.

- j. A security checkpoint staffed with private security personnel hired by the USGA shall be provided at the entrance to the Cherrymoor South subdivision.

8. Sanitation.

- a. The USGA will comply with the Sanitation Plan contained in the Application, including the "Post-Event Remediation" section thereof which provides that on Monday, June 27 "the ecology team will do a thorough cleaning of the golf course, parking lots, support sites and open areas that have been used for the championship." See also, Post-Event Clean-Up and Remediation, Section F below.

9. Medical Plan.

- a. The USGA shall comply with the Medical Plan contained in the Application.
- b. Either the Chief of Police or the USGA may declare a suspension of play. In the event of a suspension of play, the Chief of Police and the USGA shall consult with one another to implement the Medical and Evacuation Plan.

10. Public Notification.

- a. The USGA shall comply with the Public Notification Plan contained in the Application, including pre-Event notices in the Village Crier, the Villager, Cable Channel 22, and on the www.cherryhillsvillage.com website. During the Event, the USGA shall provide two (2) telephone lines as follows:
 - (1) a parking complaint line, which shall be answered by the City.
 - (2) a daily information and resident concern line, which shall be answered by the USGA.

The telephone numbers shall be published in the manner described above.

11. Floodplain Control.

- a. The City Council has granted, for the duration of the Event, permission for the USGA to conduct certain development activities within the floodplain and floodway, pursuant to Code Sections 16-17-10 and 16-17-60. The USGA will comply with the requirements of those Code sections.
- b. The USGA will comply with the following requirements suggested by the Urban Drainage and Flood Control District:

- (1) No temporary structures of any kind shall be placed in the "floodway," as shown on the Temporary Buildings, Structure and Shelter Map 1.01.7, with the exception of the temporary bridge serving the Main Entry and the bleacher structure at Hole No. 17.
- (2) No "floatables" shall be permitted within the floodplain unless they are anchored, inspected and approved by the City's building inspector.
- (3) The USGA shall provide mechanical drawings of each of the bridges over waterways which will be used for pedestrian traffic.

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

1. Permission is hereby granted to the USGA to use the City-owned property at all corners of University Boulevard and Quincy Avenue, as described in the Application, for a variety of purposes. The USGA shall install fencing in the locations shown on **Exhibit B** to protect landscaping and vegetation at the intersection of University Boulevard and Quincy Avenue. Fencing shall be adequate to keep all pedestrians from entering the specified protected areas. Adequate additional fencing shall be readily available to cordon off any other portions of the intersection that may become damaged by any unforeseen use patterns by event participants. No later than June 27, 2005, this property shall be cleaned. The area shall be restored to a condition capable of being used as it was prior to the Event by June 30, 2005. Complete remediation to pre-Event conditions shall take place as provided in Section F. The property shall be inspected by the City prior to the release of security.
2. Permission is hereby granted for the use of City rights-of-way for the placement of temporary signs, barriers and other facilities, only as specifically identified in this Agreement and the Application.
3. With respect to the use for the Event of the bridle path easement along the west side of University Boulevard from St. Mary's Academy to Quincy Avenue, permission is granted for such use, subject to the following:
 - a. The surface of the bridle easement shall be fertilized by the USGA no later than June 1, 2005, and any other surface preparation mutually agreed by the parties shall be performed. The USGA will have on site, adequate bark mulch or similar material, as approved by the City ready for installation at any time the trail begins to show wear or damage due to use and/or weather. The City and the USGA will inspect the trail daily during the Event to determine if bark mulch is required on any specific sections or the entire length of the bridle easement. In the event of rain, bark mulch will be used to cover any portion of the trail that holds water or may become damaged due to excessive runoff and wear.

- b. Use of the easement shall be restricted to pedestrians and wheelchairs only.
 - c. Insurance policies as set forth in Section I shall be obtained for the protection of the homeowners immediately adjacent to the easement, naming them as additional insureds for property damage and personal liability arising in connection with use of the easement for the Event. The policies shall also name the City as additional insured.
 - d. Remediation of the easement to its pre-Event condition shall be secured by the guarantee described in Section G.
 - e. Security personnel hired by the USGA shall be assigned to patrol the easement continuously during its use by Event patrons.
 - f. An eight (8) foot security fence with privacy screen shall be erected to separate the easement from adjacent private property. The design and location of the fence shall be subject to City approval.
 - g. Two gates shall be installed in the security and privacy fence at: (1) the intersection of City Trail 2445 and City Trail 4422, and (2) approximately two hundred fifty feet west of University Boulevard on City Trail 4522 to allow local use of the easement outside of Event hours. The gates shall be closed from one half hour prior to the arrival of the first spectator at St. Mary's Academy in the morning, until one-half hour after the departure of the last bus in the evening on each day the Event takes place, and open at all other times.
 - h. The easement shall be cleaned and all trash removed at least twice each day during the Event. The easement shall be thoroughly cleaned and the screen fence removed on June 28, 2005.
 - i. All portions of the easement which have been used or altered for the Event shall be restored to a condition capable of being used as it was prior to the Event no later than June 30, 2005. Complete remediation to pre-Event condition shall take place as provided in Section F. Photographs shall be taken prior to surface preparation to document pre-Event condition.
4. All replacement plant materials shall be approved by the City as to type and location.

E. Event Setup and Removal Schedule

The USGA shall set up and remove equipment facilities for the event pursuant to the following schedule:

1. Facilities and structures located within Cherry Hills Country Club property: set up no earlier than April 15, 2005; remove no later than August 15, 2005.
2. Facilities and structures located at Kent Denver School and St. Mary's Academy: set up no earlier than June 13, 2005; remove no later than July 5, 2005.
3. Facilities and structures located on the Johnson property (main entry): set up no earlier than April 15, 2005; remove no later than August 15, 2005.
4. Facilities and structures located on the Leede property: set up no earlier than April 15, 2005; remove no later than August 15, 2005.
5. Facilities and structures located on other private property with permission of the owner: set up no earlier than June 13, 2005; remove no later than July 15, 2005.
6. Temporary pedestrian bridge to access main entry: set up no earlier than June 1, 2005; remove no later than June 30, 2005.
7. Facilities and structures located on bridle path easement connecting St. Mary's Academy to Main Entry: set up no earlier than June 17, 2005; remove as required by Section D.3 no later than June 28, 2005.
8. To the extent not otherwise addressed herein, facilities and structures located on City rights-of-way and property: set up no earlier than June 17, 2005; remove no later than June 28, 2005, unless otherwise approved by the City.

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 at Section E above.
2. The USGA shall restore all public property to its condition prior to the Event, as determined by reference to pre-Event photography.
3. The USGA shall specifically comply with the post-Event remediation representations in the "Sanitation Plan" section of the Application: that on the day after the close of the Event, the ecology team will do a thorough cleaning of the golf course, parking lots, support sites and open areas that have been used for the championship.
4. Any claims of waste on private property as a direct result of the Event and its support operations will be promptly addressed by the Championship Staff and Prichard Events. The Championship Staff and Prichard Events will provide to 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 receipt of the claim.

G. Guarantee and Security.

1. The USGA shall post with the City the following security, to be held by the City to guarantee compliance by the USGA with all permit conditions and requirements for post-Event clean up and remediation. These funds shall be posted on or before June 1, 2005 in the form of cash, certified funds, or a letter of credit drawn upon a bank in the Denver Metropolitan area and in form approved by the office of the City Attorney:

- a. General guarantee for compliance with Permit conditions: \$ 50,000
- b. Guarantee for removal of temporary signs and barricades on City rights-of-way: \$ 1,500
- c. Guarantee for restoration and remediation of City-owned property at Quincy & University Boulevard including replacement of plant materials through October 1, 2006: \$7,500
- d. Guarantee for restoration and remediation of bridle path Easement on west side of University Boulevard including replacement of plant materials through October 1, 2006: \$ 5,000
- f. Guarantee for replacement of trees and plants on the St. Mary's Academy property at the south entrance to the bridle path easement through October 1, 2006: \$ 2,500

Total Guarantee **\$ \$66,500**

2. The City Manager shall, on or before August 1, 2005, release the \$50,000 general guarantee for compliance with Permit conditions required by item 1.a above unless the Manager finds that, following notice to the USGA from the City and a reasonable opportunity to cure given the circumstances, the USGA violated or failed to comply with conditions of the Major Event Permit or of this Agreement in a manner which has caused injury to the City or which would, but for the issuance of the Major Event Permit, be subject to prosecution in the Municipal Court as a City Code violation. The amount of such amount withheld by the City Manager shall not exceed (i) in the case of a failure to comply which has caused injury to the City, an amount equal to the actual damage, loss or cost suffered by the City and (ii) in the case of a failure to comply which would otherwise be subject to a Code violation, an amount equal to the fine for the applicable offense as set forth in the relevant City Code section.

3. Upon the completion of the listed remediation or satisfaction of the listed conditions, with respect to items 1.b through 1.f above, USGA may apply to the office of the City Manager for release of the security guarantee for that item. In the event that the remediation or action called for in such listed item has been completed to the satisfaction of the City Manager in accordance with the terms of this Agreement, the City Manager shall, within 10 days of that request, release the amount associated with such line item. In the event the City Manager determines that the relevant remediation or action called for in such line item has not been completed in accordance with the terms of this Agreement, the City Manager shall provide the USGA with a written notice of the items required to be completed to release such amounts and a reasonable amount of time to complete such items. Upon completion of the items described in such notice, to the City Manager's satisfaction, the City Manager shall promptly release the relevant amount. The decision of the City Manager shall be final, subject to appeal to the City Council.

H. Indemnification.

The U.S. Golf Association and its legal successors and assigns hereby indemnify, hold harmless and agree to 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 fees, that may be asserted by any person or entity, including the U.S. Golf Association arising out of or in connection with any willful act or negligence of the U.S. Golf Association, their agents, employees, vendors and affiliates, 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 May 16, 2005, the USGA 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 as additional insureds, the City and the homeowners immediately contiguous to the bridle path easement from St. Mary's Academy to Quincy Avenue.
2. Workers compensation for all employees: statutory coverage. The USGA shall provide evidence that all "extra duty" police officers from other jurisdictions are covered by a workers compensation policy or policies.
3. Motor vehicle liability for all motor vehicles to be used by the USGA in connection with the Event: statutory coverage.

4. A certificate evidencing the policies, insureds and required coverages shall be provided to the City prior to June 1, 2005.

J. Reimbursement of Review Fees.

Pursuant to Code Section 16-21-70(b), the City Council may, in its sole and exclusive discretion, reimburse the USGA, as Applicant, for all or a portion of the Application review fees actually paid to the City. The USGA may make application for such reimbursement upon satisfactory completion of all post-event remediation and other requirements imposed herein.

K. 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 the USGA 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 her sole and exclusive discretion, determine whether any requested modification should instead be presented to the City Council for decision. The City and the USGA understand and agree that no modification which may be referred to the City Council for decision shall be submitted subsequent to May 31, 2005, in light of the fact that the last City Council meeting prior to the Event is June 7, 2005. Notwithstanding the foregoing, the Parties agree that, during the Event, the USGA 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, and
2. Such modifications do not materially alter or violate any standard or obligation contained herein, and
3. The USGA promptly notifies the City Manager or her designee.

L. Local Operational Contacts

For the City: City Manager or her designee
303-783-2722

For the USGA: Betse Hamilton, Director, U.S. Women's Open
Championship or her designee
303-806-6736

M. Permits from Other Agencies.

The USGA shall obtain and provide to the City all required permits from other agencies; including the Colorado Department of Transportation, Urban Drainage

and Flood Control District, South Metro Fire and Rescue, and any other agency with jurisdiction. In the event all or any of said permits are not so provided, the Event may not take place.

N. Force Majeure.

In the event of the occurrence of 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 the USGA, through no contributing fault of its own, from complying with any of the following performance dates:

Section C.5.e:	barricades
Section D.1:	restoration at Quincy & University
Section D.3.h:	cleaning bridle path
Section D.3.i:	restoration of bridle path
Section E:	setup and removal

then in that case only, 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.

O. 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: Cheryl M. Kuechenmeister
Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, CO 80113
Telecopy No.: 303-761-9386

With a copy to: Gerald E. Dahl
Murray Dahl Kuechenmeister & Renaud LLP
2401 15th Street, Suite 200
Denver, CO 80202
Telecopy No.: 303-477-0965

If to the USGA: Michael A. Butz
United States Golf Association
27 Liberty Corner Road
Far Hills, NJ 07931
Telecopy No.: 908-719-9593

With a copy to: Henry Smokler
United States Golf Association

27 Liberty Corner Road
Far Hills, NJ 07931
Telecopy No.: 908-719-9593

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.
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.

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

City of Cherry Hills Village, Colorado

By: 

Doug Scott, Mayor

Attest:


Jennifer Pettinger, Clerk

United States Golf Association

By: 

Michael Butz,
Deputy Executive Director

Attest:



Amy Schulz, Paralegal

EXHIBIT A
MAJOR EVENT PERMIT

[Attached]

MAJOR EVENT PERMIT
City of Cherry Hills Village, Colorado

This permit to conduct a Major Event is granted by the City of Cherry Hills Village, Colorado to the United States Golf Association pursuant to section 16-21-10, et seq. of the Cherry Hills Village Municipal Code (the "Code"), for the conduct of the following Event: 60th U.S. Women's Open Golf Championship to be held at Cherry Hills Country Club, June 20 through 27, 2005, as described in the January 31, 2005 Application submitted by the U.S. Golf Association and the U.S. Women's Open Championship, and as conditionally approved by the City Council on April 5, 2005 (the "Event"). This permit relies upon and specifically incorporates the representations of the January 31, 2005 Application, and those made by the Applicant at the February 22, 2005 Planning Commission hearing and the March 15, 2005 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 Applicant and the City.

Associated approvals granted with this permit include the following:

1. Approval to conduct development activities in the floodway and floodplain within the City, pursuant to sections 16-17-10 and 16-17-60 of the Code as further conditioned in the Development Agreement.
2. Approval to place temporary signs within City rights-of-way, as permitted by Code Section 16-15-60 as further conditioned in the Development Agreement.
3. Permission for the temporary use of City-owned property at the four corners of University Boulevard and Quincy Avenue as further conditioned in the Development Agreement.
4. Permission for temporary use of the City bridle path easement on the west side of University Boulevard from St. Mary's Academy to Quincy Avenue, as further conditioned in the Development Agreement.
5. Permission for temporary use of City rights-of-way, as further conditioned in the Development Agreement.
6. Permission to establish and operate a wireless communication facility on the Johnson Property or on Cherry Hills Country Club property at the northeast corner of University Boulevard and Quincy Avenue during the Event.

Approved, this 5th day of April, 2005

City of Cherry Hills Village, Colorado

By: _____

Doug Scott, Mayor

Attest:

Jennifer Pettinger
Jennifer Pettinger, Clerk

4-28-05

EXHIBIT B

REQUIRED FENCING AT UNIVERSITY & QUINCY

[ATTACHED]

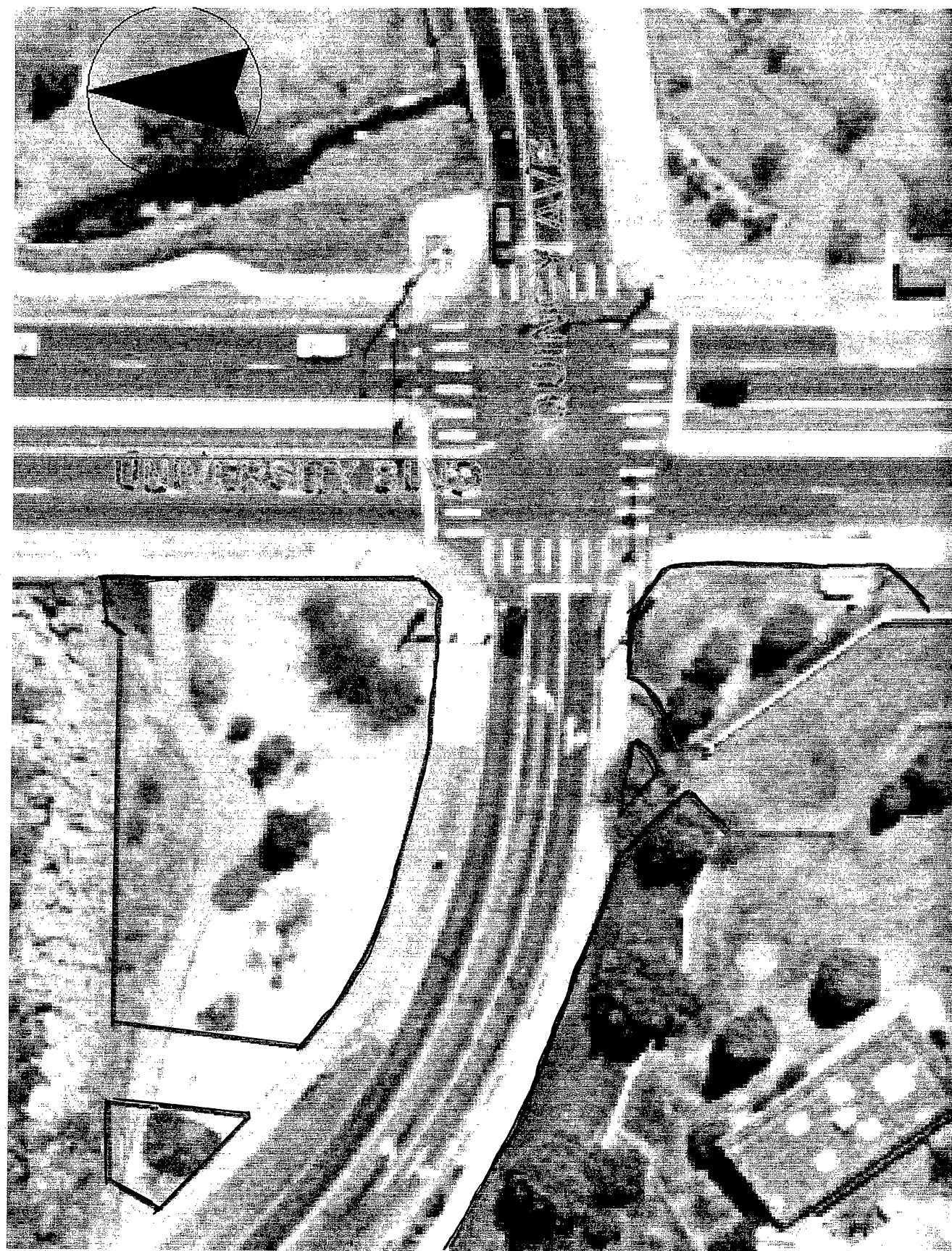


EXHIBIT 2
Major Event Permit

[Attached]

MAJOR EVENT PERMIT
City of Cherry Hills Village, Colorado

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Approved, this 5th day of April, 2005

City of Cherry Hills Village, Colorado

By: _____

Doug Scott, Mayor

Attest:

Jennifer Pettinger
Jennifer Pettinger, Clerk