

**CITY OF BOULDER
PARKS AND RECREATION ADVISORY BOARD AGENDA ITEM**

MEETING DATE: September 28, 2015

AGENDA TITLE: Consideration of Approval of a Proposed Lease with the Colorado Chautauqua Association

PRESENTERS:

Yvette Bowden, Director, Parks and Recreation
Tom Carr, City Attorney

EXECUTIVE SUMMARY:

The Boulder Home Rule Charter requires an affirmative vote of at least four members of the Parks and Recreation Advisory Board to approve any lease of park lands. The city council has determined that the twenty-six acres leased to the Colorado Chautauqua Association do not constitute park lands. Nevertheless, staff believes that it is prudent to request consideration and possible approval by the board. The purpose of this agenda item is to present the proposed lease for consideration.

Key Issue Identification: Whether the Parks and Recreation Advisory Board approves of the proposed lease of twenty-six acres, known as the Chautauqua leasehold area, to the Colorado Chautauqua Association?

STAFF RECOMMENDATION:

Suggested Motion Language:

Staff requests PRAB consideration of this matter and action in the form of the following motion: Motion to approve the lease of approximately twenty-six acres including three city buildings in substantially the form as in **Attachment A**.

CITY COUNCIL, BOARD AND COMMISSION FEEDBACK:

The City Council set renewal of the Chautauqua lease as a council priority at the January 2015 council retreat. At a February 10, 2015 study session, the City Council considered and discussed options of a new lease with CCA. On February 17, 2015, Council created a Chautauqua Lease Committee, consisting of two council members, two CCA

representatives and one cottage owner. A copy of the charter for that committee is **Attachment B**. Between April and July, the committee met six times in meetings facilitated by Heather Bergman and supported by city staff. The meetings were open to the public and attended by community members who offered comments at each session. Notes of each meeting were taken and are available online, as is a copy of the lease showing changes from the 1998 lease as amended in 2002.

On August 6, 2015, staff presented the draft revised lease to the City Council as a check-in to make sure that the committee was following a path acceptable to the council. Council provided feedback. On August 19, 2015, the committee met to consider Council's comments and revise the lease accordingly.

On September 1, 2015, city staff requested direction from the City Council about whether the Chautauqua Leasehold area constituted "parks lands" as that term is used in the city charter and therefore whether PRAB approval was a prerequisite to council consideration. The consensus of the City Council was that the leasehold area is not park lands and therefore PRAB approval is not required. Copies of the agenda memo and action summary for the September 1, 2015 council meeting are in **Attachment C**.

On September 2, 2015, city staff presented the proposed lease to the Landmarks Board for comment. A copy of an electronic mail message summarizing the comments of the Landmarks Board is **Attachment D**. On September 10, 2015, members of the Landmarks Board, the Parks and Recreation Advisory Board, the Open Space Board of Trustees and the Transportation Advisory Board met to discuss and comment on the proposed lease.

COUNCIL FILTER IMPACTS:

Economic: The Colorado Chautauqua is an important part of Boulder's economy. As a popular tourist destination, it serves those interested in hiking, mountain-climbing, concerts, theater, movies, fine-dining, lodging and historic preservation. The unique and diverse nature of the facility make it one of Boulder's most important assets.

Environmental: Responsible operation of Chautauqua can play an important role in Boulder's environmental sustainability. Colorado Chautauqua Association pursues plans and strategies to ensure a sustainable future for the Colorado Chautauqua, including a commitment towards making the Colorado Chautauqua a leader in environmentally sustainable practices successfully integrated within a National Historic Landmark setting.

Social: Chautauqua provides a wide variety for social interactions. It provides access to nature and wildlife as an important access point for open space. It provides cultural benefits through the entertainment options offered at the auditorium. Most importantly, it preserves an important part of Boulder's historic heritage.

OTHER IMPACTS:

Fiscal: The lease provides for rent of \$1 per year. This is in recognition of the real contribution that the Colorado Chautauqua Association provides to the city by managing and maintaining one of the city's most important assets.

Staff time: In the long term, staff involvement with Chautauqua should not change materially as a result of the lease renewal. The lease includes a plan to better address access and parking issues. This effort may require additional staff resources over the next few years.

PUBLIC FEEDBACK:

The Chautauqua Lease Committee received public feedback at each of its meetings. A document excerpting public comment from the meeting summaries is **Attachment E**.

ANALYSIS:

The following highlights the major changes in the lease. Overall, the goal was to update the lease to reflect the current relationship between the city and CCA, recognizing the shared values and important role that Chautauqua plays in our community. In 2012, the City Council developed a stewardship framework for Chautauqua, including the adoption of Guiding Principles for Place Management and Fiscal Sustainability on December 4, 2012. A copy of the Guiding Principles is **Attachment F**. These Guiding Principles balance the need to preserve, protect and maintain Chautauqua's historic character with the needs of diverse stakeholders and user groups. The Guiding Principles are expressly incorporated as part of the lease and specifically reference three times. In large part the revisions to the lease were guided by Council's earlier stewardship conversation.

Significant Changes to the Lease

The following is a discussion of the significant changes to the lease. They are presented here in the order in which they appear in the lease to make it easier to follow. The order, therefore, is not reflective of the significance of the change.

A. Term (Paragraph 1, page 2)

Under Section 111 of the Boulder Home Rule Charter, most city leases cannot be more than 20 years. A lease can be up to thirty years "upon approval by a two-thirds vote of all council members if the tenant makes significant improvements to the property that the council finds provide a public benefit." CCA would prefer a thirty year lease. The two council members of the committee did not feel comfortable recommending such a term, considering the language in the charter reserving to council the question whether there is or will be "significant improvements . . . that the council finds provide a public benefit." Accordingly, the recommended provision is for a term of twenty years, with a

provision for a new 20-year term beginning January 1, 2026 – ten years into the lease – if neither council nor the CCA board objects.

B. Rent (Paragraph 2, page 2)

The current lease requires CCA to pay \$2,000 in lieu of ad valorem taxes and rent of \$2,500. The committee recommended that this provision be eliminated and replaced with a provision calling for rent of one dollar. The committee reasoned that considering the value of the property, the current rent is little more than symbolic. Moreover, the real value to the city lies not in the rent paid, but the maintenance, upkeep and capital investment that CCA makes at Chautauqua. This change would also bring the Chautauqua lease in line with the city leases for the Boulder Museum of Contemporary Art, the Dairy Center for the Arts and the Boulder History Museum. BMOCA and the Dairy Center each pay one dollar per year. The Boulder History Museum is treated as a contractor and does not pay rent.

C. Responsibilities (Paragraph 3, pages 2-3)

The “Responsibilities” paragraph provides important guidance about the use and maintenance of the leasehold area. Several provisions in the current lease go far beyond what would be considered acceptable today. There is also some ambiguity in the language regarding maintenance responsibilities. The committee attempted to clarify the roles and incorporate the Guiding Principles into the language allowing CCA to make changes at Chautauqua. The current lease reads as follow:

The Association shall have the privilege of remodeling the buildings and improvements and making such substitutions, additions, modifications and improvements thereto as the Association may deem proper

The breadth of this language is not unusual for a ground lease, but it does not reflect our current community values. Accordingly, the committee added the following qualification:

Any such substitutions, additions, modifications and improvements shall be governed by the Collaborative Place Management provisions of Guiding Principles for Place Management and Fiscal Sustainability as set forth in Exhibit B and be subject to all other city requirements.

The committee’s intent is that any change will require compliance with the Guiding Principles and any other city requirement, for example obtaining a landmarks alternation certificate when required under the code.

The current lease requires the city to maintain the “public streets.” This term is not defined. It may have been an attempt to exclude alleys. The new language is intended to clarify the city’s responsibilities and to conform to current practice.

Both CCA and the city anticipate the need to perform major renovation of the streets and underground utilities at Chautauqua. The need to perform this work will not limit normal maintenance of these facilities.

D. By-Laws and Articles of Incorporation (Paragraph 4, page 4)

Currently, the city is entitled to appoint two of fifteen board members. In the lease, this is written as two-fifteenths of the board. The committee revised this language to specify two members and to prohibit expansion of the board beyond its current size. In the event that CCA decides to reduce the size of its board, the city's representation will never be less than two members. In addition, this paragraph was amended to require that one city appointee shall be a city council member. Several members of the city council expressed concern that the city's representation was not adequate. At the August 6 meeting, Council members suggested that the city have between three and five representatives on the CCA board. At the August 19 committee meeting, the CCA representatives explained that the city's representation could be changed only through a change to the CCA bylaws. Changing the bylaws would require approval of the CCA membership at either a special election or at the regular election of CCA board members each July. A quorum of 10% of members is required for a valid election. (The current membership is approximately 1,200) and at least 75% affirmative vote of those voting to approve a bylaws amendment. Thus, even if the city insisted on this change, it might not be possible for CCA to change its bylaws. The committee decided not to change its recommendation with respect to the number of representatives on the CCA board.

E. Use of Facilities (Paragraph 5, page 4)

The current lease requires that CCA give the facilities "the widest practicable use in terms of scope and time." The committee removed this language and replaced it with the following that is intended to reflect a more contemporary view of CCA's role:

[I]t is the intent of the parties that the leased facilities be managed such that needs and interests of many are balanced in a manner that protects the site and spirit of Chautauqua. The leasehold area should be used, managed and preserved in a manner consistent with the community's sustainability goals and with sensitivity to impacts on surrounding residential neighborhoods, while allowing the Association to remain financially viable without city subsidy.

This language includes several important concepts:

- CCA is no longer expected to maximize use.
- It incorporates preservation into CCA's responsibilities.
- It incorporates the city's sustainability goals.
- It requires sensitivity to the impacts on the surrounding residential neighborhoods.

- It recognizes that CCA needs to generate sufficient revenue to meet its responsibilities without city subsidy.

F. Traffic Control and Parking (Paragraph 6, page 5)

The committee changed the title of this paragraph to Access and Parking. The committee believes that the lease is not the appropriate means to address traffic control and parking at Chautauqua. The lease addresses only a portion of the greater Chautauqua area and only involves one stakeholder. The committee recognized that “Chautauqua needs a tailored access management to balance the access of the variety of users and modes while also maintaining natural, built and historic environments.” Accordingly, the lease provides for a Chautauqua Access Management Plan (CAMP) to be developed by next year and then periodically updated, to address the needs and responsibilities of all users.

Staff recommended that the approach to developing CAMP be based on the principles detailed in the lease which implies a holistic, comprehensive and area-wide approach. Staff anticipates that given the different uses and unique character of the area a variety of tools and innovative approaches will be needed to meet the needs and challenges of the area. Staff will use existing access management strategies such as Neighborhood Parking Permit zones, paid and managed parking, integration with multi-modal strategies as the starting point for designing the tailored solutions needed to address the access needs within the Chautauqua lease area, the adjacent park and open space areas and the surrounding neighborhoods.

Staff will recommend implementation of Pilot Programs to test potential innovative solutions when appropriate. Substantial data were collected in 2011 and 2012 regarding the parking and use of the area as part of a prior access management effort. Because the OSMP visitation data used for this prior work dates back to 2005 and appears to capture visitation more broadly than at Chautauqua alone, OSMP is updating local visitation data through a special target study in the late summer of this year.

The development of the CAMP will have budget and resource impacts on all parties and will need to be integrated into the work plans of the city and the Chautauqua Association. Staff will work in collaboration with CCA and involve the other stakeholders and the surrounding neighborhoods.

Staff will develop a public process which involves soliciting input from stakeholders in the area, as well as reporting to and solicitation of feedback from key Boards and Commissions, before bringing a final recommendation to the City Council. The Council will receive periodic updates from staff as the project progresses.

At the August 6 council meeting several members expressed concern that the principles guiding the CAMP process did not adequately balance the needs of all users. At its August 19 meeting the committee added three additional principles intended to

address this concern and clarify that the CAMP process is to be inclusive of the interests of all stakeholders.

G. Covenant Not to Incur Liens (Paragraph 9, Page 7)

The current lease limits liens to \$1 million. The committee changed this to CCA's "reasonable ability to pay based on Association revenue." The title of this paragraph was changed to "Liens."

H. Permitting (Paragraph 11, page 8)

This paragraph required that CCA and the city agree on a process for permitting activities in the park and required an annual meeting. In fact, staff meets with CCA regularly and much more frequently than annually. In addition, the paragraph did not address open space. Accordingly, the paragraph has been renamed "Coordination" and eliminates the annual review provision.

I. Limitation on Subleases (Paragraph 14, page 9)

This paragraph has been removed and replaced with a new paragraph 15, entitled "Subleases," which appears on page 9. The current lease devotes several pages to the limitations on the ability of private cottage owners to sell their cottages. CCA and the cottage owners are in the process of renegotiating these provisions as well as others. The committee decided that it would be a better practice to simply incorporate the sublease into the lease by reference.

The committee recommended that the lease include a new paragraph that would have require that CCA assess the cottage owners for a portion of CCA's contribution to the major utility renovations discussed in paragraph 3. At its August 19 meeting, the committee decided to delete this paragraph and substitute an increase in the rents charged to cottage owners that would be dedicated to paying the expense of the major utility renovations.

J. Privately Owned Cottages (New, Paragraph 14, page 14)

This paragraph recognizes the importance of the private cottages. It requires CCA to lease land to the cottage owners. It also limits CCA's ability to acquire additional cottages only if the acquisition meets strategic guidelines set established by the board of directors. The committee recommended a provision through which CCA would agree to maintain its current practice of increasing rents only to cover increased costs through inflation. The issue of cottage owner rents was the subject of an extensive discussion at the August 6 council meeting. Council members expressed concern that the cottage owners were being undercharged significantly for the use of very valuable land and that the lost revenue could contribute favorably to CCA's ability to operate without city subsidies.

The committee had an extensive discussion of this issue at their August 19 meeting. The cottage owners pointed out that the city council was mistaken in assuming that they paid only approximately \$100 per month. Adding in taxes and common area maintenance fees, the average cottage owner pays approximately \$500 per month. In addition, the cottage owners pointed out that they make a valuable contribution to Chautauqua by acting as hosts, guides and as part of the living history of Chautauqua. The committee agreed that CCA should increase cottage rents in the amount of \$200 per month and that this increased revenue should be used to assist with the expense associated with the major utility renovations. This is expected to produce \$2 million over the 20 year term of the lease. Although the lease itself refers only to a “substantial” increase in rent, the actual amount will be in the sublease that will be attached to the lease.

K. Miscellaneous (Paragraph 17, page 15)

In the current lease, the lease can be terminated immediately based on any breach. The committee recommended removing the word immediately and allowing an opportunity to fix the problem.

L. Amendment (New, Paragraph 18, page 16)

There was no provision in the existing contract for amendment of the lease. This paragraph provides a process for amendment.

ATTACHMENTS:

Attachment A - Redlined Copy of the Lease

Attachment B - Chautauqua Lease Committee Charter

Attachment C - Agenda Memorandum and Action Summary from the September 1, 2015 Council meeting

Attachment D - Electronic Mail message summarizing Landmarks Board Comments

Attachment E - Excerpts from meeting summaries showing public comments

Attachment F - Guiding Principles for Place Management and Fiscal Sustainability

LEASE

THIS LEASE, made and entered into this ____ day of _____, ~~2015~~, by and between- the City of Boulder, Colorado, a Colorado home rule city ("City"), and the Colorado Chautauqua Association, a Colorado non-profit corporation ("Association").

WITNESSETH:

WHEREAS, the City and the Association have maintained for ~~approximately one~~ hundred ~~and seventeen~~ years a mutually beneficial relationship in the establishment and maintenance of a Chautauqua assembly for the benefit of the Boulder community and its visitors; and

WHEREAS, the entire Chautauqua (a portion of which is described in Exhibit A attached hereto) was entered into the City, state and national registers of historic places as ~~an~~ historic district in 1978; and was designated a National Historic Landmark district by the U.S. Secretary of the Interior in 2006; and

WHEREAS, the preservation of the Chautauqua heritage for the benefit of future generations -and the operation -of the Chautauqua -for the benefit- of all are the primary objectives of both parties;

WHEREAS, the existing Lease agreement between the parties will expire on ~~March 6,~~ 2004 January 14, 2018; and

WHEREAS, the parties have determined that it is in the interests of both to renew the existing Lease on the terms and conditions set forth below; and

WHEREAS, on December 4, 2012, the Boulder City Council adopted Guiding Principles for Place Management and Fiscal Sustainability, which are attached as Exhibit B and which are incorporated as if set fully forth in this lease agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. TERM. The City hereby leases to the Association the real property described in Exhibit A attached hereto ~~to the Association~~ for a period of twenty years, beginning January 14, 1998~~1, 2016~~, and ending December 31, 2035~~6~~. The parties agree that if, during the six-month period prior to January 1, 2026, neither party objects, a new Lease, with terms identical to the prior lease, will commence for a period of twenty years beginning on January 1, 2026, and ending on December 31, 2045~~6~~. Any such objection may be made by an affirmative vote of the majority of the City Council or by an affirmative vote of a majority of the Association's Board of Directors. In the event that a party ~~so~~ objects, the term of the Lease shall end on December 31, 2035~~6~~. The City reserves the right to replace the description contained in Exhibit A by a more detailed survey of the land in question, at any time.

2. RENT. As rent, and as partial consideration for this Lease, the Association agrees to pay to the City on or before ~~October~~January 1 of every calendar year during the ~~term~~Term hereof ~~at the sum of money calculated as follows: one dollar.~~

A. ~~In lieu of City ad valorem taxes on the real property described in Exhibit A, the Association shall pay \$2,000.00 per annum to the City.~~

B. ~~As rental for the use of the real property described in Exhibit A, the Association shall pay \$2,500.00 per annum to the City.~~

3. RESPONSIBILITIES. Chautauqua encompasses multiple ownerships and missions; the needs and interests of many must be balanced in a manner that protects the site and spirit of Chautauqua, in keeping with Guiding Principles for Place Management and Fiscal Sustainability.

Management decisions about surrounding uses should be made with sensitivity to potential impacts on the Association's leasehold area. The Association accepts responsibility for the maintenance and improvement of all buildings and improvements located on the real property described in Exhibit A, except for private cottages and the public restrooms immediately below the Dining Hall. With respect to ~~such~~the Dining Hall and public restrooms, the City shall assume all costs of regular and reasonable cleaning and maintenance, supplies and water, annual painting, and major maintenance, including, without limitation, replacement of obsolete or unserviceable fixtures. The Association shall maintain, preserve and keep all buildings and improvements for which it is responsible in good repair, working order and condition and shall make or cause to be made all necessary repairs and improvements to that end. The Association shall have the privilege of remodeling the buildings and improvements and making such substitutions, additions, modifications and improvements thereto as the Association may deem proper. Any such substitutions, additions, modifications and improvements shall be governed by the Collaborative Place Management provisions of Guiding Principles for Place Management and Fiscal Sustainability as set forth in Exhibit B and be subject to all other city requirements. The Association agrees to implement all feasible procedural safeguards in the operation of the Auditorium; ~~the Dining Hall and the Academic Hall~~ so as to minimize the likelihood of serious fire. Subject to the availability of appropriations therefor, the City shall:

A. Provide all ongoing City services, such as police, fire, animal control, and the ~~like~~similar services, to the area described in Exhibit A; and ~~shall assume the maintenance of e public streets and public utilities of such area and the park areas adjacent thereto;~~

B. ~~Plant screening landscape around the parking lot parcel separately described in Exhibit A;~~ and

B. The City shall provide for the maintenance of the streets, but not the alleyways. The parties recognize that the streets in the leasehold area are part of the historic nature of Chautauqua. The city shall not be responsible for maintaining such streets to the level of normal city standards for city streets. The city shall make such minor and incidental repairs as may be necessary to keep the streets serviceable. The city shall provide snowplowing for such streets as resources are available consistent with other city priorities.

C. ~~If the Association is unable to secure grant funding for replacement after all reasonable efforts, pay for the cost of replacing the wooden roofs on the Dining Hall and the Auditorium (stage roof only) before or by 2014~~The parties agree that in the foreseeable future, major renovation of the streets, and drainage system will be necessary, and that on-going maintenance of the water mains and sanitary sewers mains will continue and be prioritized with other city utility maintenance work. The city accepts the primary responsibility for funding the major renovations in accord with the city's capital improvement program. The Association accepts responsibility to contribute financially to these improvements. The parties intend that the renovation of infrastructure will be coordinated with moving the overhead utilities underground.

4. BY-LAWS AND ARTICLES OF INCORPORATION. Throughout the ~~term~~Term of this Lease, ~~two-fifteenths (2/15)~~ of the Association's ~~Board of Directors~~ shall be appointed by vote of the City Council, one of whom shall be a member of City Council. Without the written permission of the City, the Association shall have no more than 15 members of its Board of Directors, inclusive of those appointed by the City

5. USE OF FACILITIES. The Association shall have year-round use of all of the real property described in Exhibit A, and it is the intent of the parties that the leased facilities be ~~given~~ the widest practicable use in terms of scope and time, managed such that needs and interests of

many are balanced in a manner that protects the site and spirit of Chautauqua. The leasehold area should be used, managed and preserved in a manner consistent with the community's sustainability goals and with sensitivity to impacts on surrounding residential neighborhoods, while allowing the Association to remain financially viable without city subsidy. At a minimum, the Association shall schedule a summer entertainment program in the Auditorium annually beginning no later than June 15 and extending to at least August 31. Such programming shall include at least 15 live performances.

6. ~~TRAFFIC CONTROL~~ACCESS AND PARKING. ~~The Association shall have the following rights~~ MANAGEMENT. ~~As a national, regional and powers with respect to entry into local landmark and parking within attraction, Chautauqua needs a tailored access management strategy to balance the access of the areas described in Exhibit A:~~

A. ~~— The Association shall be entitled, at its discretion, to deny or regulate motor vehicle entry into such areas when~~ variety of users and modes while also maintaining the available parking space therein has been filled or is close to being filled. ~~For purposes of exercising this right, the Association may deny or regulate entry at the entrance to the park on Baseline Road and/or on 12th Street. In exercising this right, the Association will use its best efforts to direct motor vehicles which are denied entry to available parking space on the north side of Baseline Road~~ natural, built, and 12th Street, and will otherwise use its best efforts to minimize the impact of motor vehicle parking and traffic in the residential neighborhoods adjacent to the park.

B. ~~— The Association shall be entitled, at its discretion, to impose a charge for parking within such areas.~~

historic environments. ~~The Association and the City agree that the absence of a dependable and coherent residential parking scheme~~ program in the areas described in Exhibit A has adversely affected the Association's operations, the maintenance of a Chautauqua assembly

and its attendant mission, and the experiences of those who reside or stay in such areas in order to enjoy and experience the Chautauqua. ~~The Association and the City further agree that a solution to the foregoing problems requires the adoption and implementation of a residential permit parking system or similar plan, which reasonably assures to each cottage a reasonably convenient on or off street parking space. To that end, the City shall direct its staff to work with the Association to design such a system or plan, and shall use its best efforts to adopt the same as an Ordinance of the City, enforceable in the same manner as other City Ordinances of a similar nature. But such commitment shall not impair the legislative authority of the City Council.~~ Chautauqua. The parties recognize that during peak periods, parking demand for all uses within and around Chautauqua far exceeds supply. The movement of vehicles looking for parking presents safety issues and degrades the visitor experience. During the first year of this Lease, the parties commit to develop a Chautauqua Access Management Plan, which shall be thereafter periodically reviewed and revised by the parties to address current circumstances and conditions. That plan shall be governed by the following principles:

- Chautauqua is a unique shared resource requiring unique solutions.
- Chautauqua is a National Historic Landmark.
- The needs of all stakeholders, including the Association, cottage owners, park users, open space users and neighbors should be considered.
- A mix of uses must be accommodated.
- Pedestrians must be given priority on the narrow streets without sidewalks.
- Traffic circulation should be minimized in the interests of pedestrian safety and user experience.
- Parking demand is seasonal and solutions need not address time periods during which access is readily available.
- During peak periods, the parking needs of users in the historic core should be prioritized, but not exclusive.
- A seasonal transportation demand management (TDM) plan for employees should be implemented.
- The right of public access should not be unreasonably restricted.
- The interests of the surrounding neighbors should be addressed.
- Any plan should be flexible to address changing circumstances.
- Access management should be consistent with the Guiding Principles for Place Management and Fiscal Sustainability.

- Consistent with the City's climate commitment and sustainability and resiliency goals, any plan should support public transit, alternative modes of transportation, and a reduction in vehicle miles traveled and a reduction in visits in single occupant vehicles.

7. NON-DISCRIMINATION. The Association shall abide by all relevant City, state and federal legislation concerning non-discrimination in the offering of housing and public accommodations and in admissions to public events.

8. INSURANCE. The Association shall cause public liability insurance to be carried and maintained, at all times during the term hereof, with respect to all activities to be undertaken by the Association on or in connection with the real property described in Exhibit A. Such public liability insurance shall be in amounts not less than the then applicable coverage amounts for any injury to one person in any single occurrence and coverage amounts for any injury to two or more persons in any single occurrence set forth in Section 24-10-114, C.R.S. 1973, as amended, but not less than \$150,000.00 for any injury to one person in any single occurrence. Insurance purchased by the Association pursuant to this section shall name the City as an additional named insured, and a certificate evidencing the insurance coverage required by this section shall be provided at least annually to the City. Each insurance policy provided pursuant to this section shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interests of the City, without first giving actual written notice thereof to the City at least ten days in advance of such cancellation or modification.

9. COVENANT NOT TO INCUR LIENS. The Association shall not incur liens greater than a total of \$1 million dollars its reasonable ability to repay based on the leasehold described in Exhibit A or on any of the buildings or improvements located thereon not owned by the City. Association revenue. The Association shall obtain proper bonds to insure against any such liens and shall post the land prominently to indicate include provision in any relevant document stating that the City shall not be responsible for any indebtedness or liens incurred.

10. ASSOCIATION TO ASSUME DUTIES OF CITY: INDEMNIFICATION. The Association shall assume any and all duties ~~with~~which might otherwise be imputed to the City by virtue of its continued ownership of the public buildings located on the real property described in Exhibit A, except for the public restrooms-located on the lower level/north side of the Dining Hall building. The Association agrees to indemnify and save harmless the City against any and all claims, debts, demands, or obligations which may be asserted against the City arising by reason of, or in connection with, the City's ownership of the aforementioned public buildings and any alleged act or omission of the Association on or in connection with the real property described in Exhibit A.

11. PERMITTING COORDINATION. The Association and the City shall develop a mutually agreeable process for sharing information concerning planned activities and events in the City park and open space adjacent to the real property Association's leasehold described in Exhibit A, and concerning the receipt, review and grant of permits for activities ~~in the park.~~ ~~The process by which information will be shared, needed agreements reached and applications for permits reviewed and approved shall be included in an annual review of issues and procedures conducted between the Parks and Recreation Department and the Association, and may be renegotiated at any time upon request of either party.~~ those City adjacent areas.

12. INSPECTION OF BOOKS. The Association shall maintain its principal office on the Chautauqua grounds and shall keep and maintain the books of the Association at such office. The books and records of the Association shall be subject to inspection and examination by the City at all times.

13. ANNUAL REPORT AND AUDIT. The Association shall provide an annual report to the City on or before ~~March 1st of~~ June 15th of each year detailing the following performance indicators: number and type of performances; number of attendees in Auditorium, Community House and other programming venues; estimated number of City residents served; estimated

number of Boulder youth served; number of tickets and free admissions provided to community organizations and individuals; number of free (no cost) events sponsored by the Association; description of outreach efforts to diverse populations/communities of color in Boulder; number of low or no-cost rentals to non-profit or governmental groups in the community; and number and type of partnerships with other arts and cultural organizations. The foregoing report shall accompany an annual financial audit and a copy of the Association's Internal Revenue Service filing (currently form 990) disclosing detailed financial information about the Association, including compensation of officers and directors. The Association also shall provide to the city copies of minutes of Board of Directors' meetings within thirty days of approval by the Board of Directors. ~~Subsequent to the receipt of the annual report and the annual audit, the City Manager or his/her designee shall convene a meeting to discuss any d all issues that may exist between the City and the Association. This meeting may be combined with the annual review described in Section 11 above.~~

~~14. LIMITATIONS ON SUBLEASES. The Association shall provide in all subleases to owners of private cottages that:~~

~~A. No sublease shall be assigned or further let without prior written approval of the Association, which approval shall not be unreasonably withheld.~~

~~B. Upon termination or nonrenewal of such sublease, the owner of the improvements on the property shall have the choice to remove such improvements from the property. Any improvements not removed within six months shall automatically become the property of the Association.~~

~~C. As a condition of continued tenancy, each cottage owner shall, prior to transferring an ownership interest in the cottage to or for the benefit of any person not related to the owner within the fourth degree of consanguinity including marriage or adoption, as set forth in the chart attached as Exhibit B), offer, in writing, to sell all ownership interests in the cottage to the Association~~

~~(the "Offer"). The Association shall have twenty one (21) days from the date it receives the Offer to notify the owner in writing of its determination to proceed with the offer (the "Continuation Notice"). If the Association fails to provide the Continuation Notice within twenty one (21) days following its receipt of the Offer, the owner may freely transfer his or her interest in the cottage during the rest of the year, ending on the anniversary of the Association's receipt of the Offer. At the conclusion of that year, the provisions this paragraph shall again be triggered by any proposed transfer beyond the fourth degree of consanguinity (as defined above). If the Association provides the Continuation Notice within twenty one (21) days following its receipt of the Offer, the owner and the Association shall proceed as follows:~~

~~(i) For the thirty (30) days immediately following the Association's provision of the Continuation Notice, the Association and the owner shall negotiate concerning the price to be paid by the Association for the purchase of all ownership interests in the cottage (the "Negotiated Purchase Price"). If, within or at the conclusion of that thirty (30) day period, the Association and the owner agree in writing n a Negotiated Purchase Price, then the owner shall transfer all ownership interests in the cottage to the Association for payment of the Negotiated Purchase Price at a closing occurring at date and time mutually agreeable to the parties, but no later than forty five (45) days after the date on which agreement was reached on the Purchase Price. Payment of the Negotiated Purchase Price at the closing shall be apportioned and allocated as follows: first, to the payment of any and all ad valorem or other taxes then due and owing on the cottage, or which will be due and owing for the calendar year, tax year or other relevant period up to the date of closing; second, to the full payment and satisfaction of any and all liens, encumbrances, assessments or other obligations~~

~~secured by the cottage or any interest in the cottage; third, to the owner or his/her designee.~~

~~(ii) If the Association and the owner are not able to agree in writing on a Negotiated Purchase Price within the thirty (30) day period set forth above, then within seven (7) days after the termination of the thirty (30) days, the owner and the Association shall jointly request a list of six (6) appraisers from the Appraisal Institute or such other association or group of professional appraisers as may be specified in the sublease to which the Association and the owner are parties. The listed appraisers shall have no prior or current professional or financial relationship with the Association or the owner, shall not have a family relationship of any type with the owner, and shall have the following minimum qualifications: a) an MAI or SRA certification; b) a minimum of seven (7) years experience in the appraisal of real estate; c) a minimum of five (5) years experience in the appraisal of real estate in the Denver-Boulder metropolitan area.~~

~~(iii) Within seven (7) days after receipt of the list of appraisers, the owner and the Association shall meet to select two appraisers from the list. The Association and the owner shall each take turns striking one appraiser from the list until only two appraisers remain (collectively, the "Impartial Appraisers").~~

~~(iv) The Association/ and the owner shall jointly inform each Impartial Appraiser of his/her selection, and shall jointly request that each Impartial Appraiser promptly appraise the value of the cottage without regard to the value of the land on which it is situated and which the owner is entitled to use and occupy by virtue of his or her sublease with the Association, without regard to any offer which may have been made for the purchase of the cottage, without regard to any contract of sale which may then be outstanding with respect to the~~

~~cottage, and without communicating with the other Impartial Appraiser concerning his or her appraisal of the cottage. Each Impartial Appraiser shall issue a written report of his or her appraisal to the Association and the owner (an "Appraisal Report"). Except as set forth below, the Association and the owner shall be equally responsible for the payment of all fees and costs charged by the Impartial Appraisers in preparing the Appraisal Reports.~~

~~(v) The average of the values of the cottage set forth in the Appraisal Reports shall constitute the price which the Association must pay in order to purchase all ownership interests in the cottage (the "Appraised Purchase Price"). The Association shall have twenty one (21) days from its receipt of the second Appraisal Report in which to notify the owner of its intent to purchase all ownership interests in the cottage at the Appraised Purchase Price (the "Purchase Notice"). If the Association fails to provide the Purchase Notice within twenty one (21) days following its receipt of the second Appraisal Report, the owner may freely transfer his or her interest in the cottage during the rest of the year, ending on the anniversary of the Association's receipt of the second Appraisal Report. At the conclusion of that year, the provisions this paragraph C shall again be triggered by any proposed transfer beyond the fourth degree of consanguinity (as defined above).~~

~~(vi) If the Association provides the Purchase Notice within twenty one (21) days following its receipt of the second Appraisal Report, the Association shall be entitled to purchase and receive all ownership interests in the cottage on the terms set forth below unless, within thirty (30) days following his or her receipt of the Purchase Notice, the owner notifies the Association in writing of his/her decision to terminate the Purchase Notice (the "Termination Notice"). The Termination Notice shall be accompanied by payment from the owner to the~~

~~Association in an amount equal to the Association's share of the fees and costs incurred and charged by the Impartial Appraisers in preparing the appraisal reports, and shall be void and ineffective unless accompanied by such payment. If the owner provides the Termination Notice and required payment to the Association on or within thirty (30) days following his or her receipt of the Purchase Notice, the Association's entitlement to purchase and receive all ownership interests in the cottage shall terminate; provided, however, that the provisions of this paragraph C shall again be triggered by any proposed transfer beyond the fourth degree of consanguinity (as defined above), regardless of such transfer occurs or is proposed to occur.~~

~~(vii) If the Association provides the Purchase Notice within twenty one (21) days following its receipt of the second Appraisal Report, and if the owner does not provide the Termination Notice and required payment to the Association on or within thirty (30) days following his or her receipt of the Purchase Notice, the owner shall transfer all ownership interests in the cottage to the Association for payment of the Appraised Purchase Price at a closing occurring at a date and time mutually agreeable to the parties, but not later than forty five (45) days after the owner's receipt of the Purchase Notice. Payment of the Appraised Purchase Price at the closing shall be apportioned and allocated as follows: first, to the payment of any and all ad valorem or other taxes then due and owing on the cottage, or which will be due and owing for the calendar year, tax year or other relevant period up to the date of closing; second, to the full payment and satisfaction of any and all liens, encumbrances, assessments or other obligations secured by the cottage or any interest in the cottage; third, to the owner or his/her designee.~~

~~In order to assure an objective purchase decision on the part of the Association, the Association shall maintain a reasonable reserve for the purchase of cottages,~~

~~and no person with a current or prospective financial interest in the matter may vote on the Association's decision to set the amount of such reserve or to purchase or not to purchase a cottage.~~

14. PRIVATELY OWNED COTTAGES. There are currently 39 privately-owned cottages at Chautauqua. Private ownership of some of the cottages provides a contemporary sense of neighborhood and a link to Chautauqua's history. While some cottages have year-round residents, others follow a historic pattern of use by families during the summer months. Recognizing the importance of private ownership, it is the intent of the parties that the number of privately-owned cottages shall not change significantly. The Association shall sublease the land on which the private cottages are situated to the owners of each private cottage. The Association has acquired a privately-owned cottage only once during the prior twenty year lease term. The parties recognize, however, that the Association may choose to acquire cottages in furtherance of its mission to preserve, perpetuate and improve the site and spirit of the historic Chautauqua. The Association agrees that it will only exercise the right of acquisition pursuant to strategic guidelines set forth by its board of directors and as necessary to further its mission. The Association further agrees to increase rents substantially and to reserve the revenue from the increased amount for contribution to the major renovations described in paragraph 3(C) above. The Association shall establish rental rates after giving consideration to the following factors, and such other factors as the Association may deem pertinent:

- -The Association's need to maintain and operate Chautauqua without city subsidy;
- The need for cottage owners to have sufficient financial resources to preserve the historic cottages; and
- Recognition of the limited financial resources of some cottage owners.

15. SUBLEASES. The Association shall, as soon as practicable after the date of this lease, negotiate sublease with the private cottage owners (each a "Sublease"). Each Sublease shall be substantially in form and content as set forth in Exhibit C attached hereto and shall have

the same term as the term of this lease including any renewal extension of the term as provided in paragraph 1.

Nothing in this Section ~~14~~15 shall prohibit the Association and the owner from agreeing to provisions in the sublease which are supplemental or additional to the terms set forth above, provided that such supplemental or additional provisions are consistent with, and do not impair or limit, the terms set forth above.

~~15~~16. TERMINATION OR NONRENEWAL OF LEASE. Upon the termination or nonrenewal of this Lease, all buildings and improvements on the real property described in Exhibit A shall be removed within six months, and if not removed shall automatically become the property of the City of Boulder.

~~16~~17. MISCELLANEOUS.

- A. The legislation of the State of Colorado and the City of Boulder shall be applied in the interpretation, execution, implementation and enforcement hereof.
- B. In the event that any provision hereof shall be held to be unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- C. This Lease shall be terminable ~~immediately~~ by either party upon any breach of the terms hereof; No delay, omission or forbearance in exercising such right or power shall impair any such right or power or shall be construed as a waiver thereof, unless such waiver is expressly given in writing and signed by both parties. Prior to termination, the party asserting breach shall provide notice immediately to the other party. The party that is alleged to have breached the Lease shall have fourteen days to cure. If the breach is not cured within fourteen days after notice, the Lease may be terminated.

- D. The captions contained herein are inserted for ease of reference only and shall not be construed to constitute or modify any part hereof.
- E. This Lease contains and constitutes the entire agreement ~~between~~ the City and the Association with respect to the subjects addressed herein, and all prior or contemporaneous agreements or leases between the City and the Association, whether written or oral, are merged in and superseded by this Lease.

18. AMENDMENT. No amendment or modification of this Lease, shall be valid or binding unless reduced to writing, approved and executed by the parties in the same manner as the execution of this Lease.

DRAFT

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

CITY OF BOULDER, COLORADO

Jane S. Brautigam, City Manager
1777 Broadway
Boulder, CO 80302
Telephone (303) 441-3090
Fax (303) 441-4478

Attest:

City Clerk

THE COLORADO CHAUTUAQUA ASSOCIATION

By: _____
Susan G. Connelly, Executive Director
900 Baseline Road
Boulder, CO 80302
Telephone: (303) 442-3282
Fax: (303) 449-0790

Attest:

Secretary, Board of Directors

**CREATION OF A CHARTER FOR A COUNCIL SUB-COMMITTEE
FOR ANALYSIS OF, SOLICITATION OF PUBLIC INPUT ON
AND NEGOTIATION OF THE CITY'S LEASE WITH THE
COLORADO CHAUTAUQUA ASSOCIATION**

This is a Charter for a council sub-committee for analysis of, solicitation of public input on and negotiation of the city's lease with the Colorado Chautauqua Association.

1. The sub-committee shall consist of two council members and three representatives of the Colorado Chautauqua Association.

2. The council members shall be George Karakehian and Tim Plass.

3. The Colorado Chautauqua Association representatives shall be the executive director, one cottage owner and one board member who is not a cottage owner.

4. All meetings of the sub-committee shall be held only after public notice of the date, time and place.

5. All meetings shall be open to the public. The sub-committee shall allow time for public comment at each meeting.

6. The sub-committee shall conduct one meeting at which members of the Landmarks Board, the Open Space Board of Trustees, the Parks and Recreation Advisory Board and the Transportation Advisory Board are provided the opportunity to provide their advice regarding the lease.

7. The city manager and the city attorney are directed to provide staff support to facilitate the committee's work.

8. The committee shall select a professional facilitator to assist with the committee's work.

9. The appointed council members shall provide regular updates to the full council about the committee's work.

10. Council intends that the committee will complete its work by the end of May 2015.

APPROVED this 17th day of February, 2015.

Matthew Appelbaum
Mayor

ATTEST:

City Clerk



**CITY OF BOULDER
CITY COUNCIL AGENDA ITEM**

MEETING DATE: September 1, 2015

AGENDA TITLE: Request for Council Direction Regarding Whether the Chautauqua Leasehold Area Should be Considered “Parks Land” Under the Charter

PRESENTERS

Tom Carr, City Attorney

EXECUTIVE SUMMARY:

On February 17, 2015, Council created a Chautauqua Lease Committee, consisting of two council members, two CCA representatives and one cottage owner. A copy of the charter for that committee is Attachment A. The committee charter provided a process for lease approval that did not include approval by the Parks and Recreation Advisory Board. A community member, who has served on both PRAB and the City Council, has raised the question of whether such approval is necessary. Staff seeks direction about whether Council’s interpretation of the charter would require such an approval.

Requiring PRAB approval of the lease is in derogation of Council’s power. The power to approve includes the power to disapprove. Thus, if PRAB has the power to approve and four of the seven members of the board vote in the negative, the lease approval issue will be taken out of Council’s hands. Therefore, this is an important question of charter interpretation. In reviewing all of the evidence, staff recommends that PRAB be asked to approve the lease.

BACKGROUND AND ANALYSIS:

The Boulder Home Rule Charter includes the following provision:

The council may by motion grant leases, permits, or licenses in or on park lands, but only upon the affirmative vote of at least four members of the parks and recreation advisory board. The council may, by ordinance, delegate all or any part of this authority to the parks and recreation advisory board to approve such leases, permits, or licenses. The parks and recreation advisory board may, by motion,

subdelegate all or any part of its delegated authority to approve such leases, permits, or licenses to the city manager.

Charter § 164. The term “park land” is defined as follows:

As used in this charter, "park land," "park property," and "recreation facilities" means all lands donated to the city for park or recreation purposes, acquired by the city through purchase, dedication, deed, or condemnation for park or recreation purposes, or purchased or improved in whole or in part with funds from the permanent park and recreation fund.

Charter § 154. This language was added to the Charter in 1961. The city acquired the property in 1898, so it long preceded the establishment of the permanent park and recreation fund. There was one document that suggested that any funds necessary for the renovation of the dining hall and auditorium in the 1970s would have to come from the permanent parks fund. However, a report from 1978 makes clear that all of the renovations were funded with grant funds.

The property was “acquired through purchase.” The question is whether that acquisition was for “park or recreation purposes.” This is not as simple a question as it may seem. The original contract between the city and Chautauqua, dated March 18, 1898 includes the following purpose statement:

Whereas it is the desire of said Association to establish a permanent assembly in or near said City of Bolder, for the purpose of conducting summer normal schools, a Chautauqua assembly and a general lecture course, to be participated in by all the members of said Association and such other persons as may desire to avail themselves of the privileges of such assemblies, normal schools and lecture courses. . . .

None of the proposed purposes appear to be parks or recreation purposes. However, in the same contract, the city promised as follows:

Said city agrees that it will order an election under the laws of the State of Colorado, for the purpose of authorizing the City Council to incur indebtedness and issue bonds for the purchase of a City Park, to be located on a tract of land adjoining the City of Boulder and just outside the city limits on the south, consisting of about seventy-five or eighty acres. . . .

City voters approved the acquisition at an election held on April 5, 1898. The City Council approved issuance of the bonds in Ordinance 315, adopted April 9, 1898. The ordinance provides the following reasons for issuing the bonds:

[F]or the purpose of acquiring, establishing and maintaining certain public roads, pleasure grounds, boulevards, park-ways, avenues and roads. . . .

CITY OF BOULDER
CITY COUNCIL ACTION SUMMARY
Tuesday, September 1, 2015

1. CALL TO ORDER AND ROLL CALL 6:08 PM			
Matthew Appelbaum	Present	Tim Plass	Present
Macon Cowles	Present	Andrew Shoemaker	Present
Suzanne Jones	Present	Sam Weaver	Present
George Karakehian	Present	Mary Young	Absent
Lisa Morzel	Present		
1. Boulder Pollinator Appreciation Month Declaration read by Council Member Plass			
2. CML Declaration for Colorado Cities & Towns read by Council Member Jones			
2. OPEN COMMENT and COUNCIL/STAFF RESPONSE			
Comments: Council asked questions and discussed enforcement of trash issue with BPD and Code Enforcement as well as DOW regarding bears in town.			
3. CONSENT AGENDA			
A.		Consideration of a motion to approve the minutes for the August 4, 2015 City Council Regular Meeting	Approved
B.		Consideration of a motion to accept the August 11, 2015 Form Based Code Pilot Study Session Summary	Accepted
C.	Res. No. 1166	Consideration of a Motion to Approve Resolution No. 1166 to Carry Forward the City of Boulder's 2015 Private Activity Bond Allocation to support the creation or retention of permanently affordable rental housing	Approved
D.	Res 1167 Res 1168 Ord 8076 Ord 8077 Ord 8078 Ord 8079	<p>Consideration of the following items related to the annexation and initial zoning of the properties identified as 1548 Old Tale Rd., 1385 Cherryvale Rd. and 5955 Baseline Rd.:</p> <p>1. Four resolutions finding the annexation petition for each property in compliance with state statutes and establishing Oct. 6, 2015 as the date for a public hearing and</p> <p>2. Introduction, first reading and consideration of a motion to order published by title only, four ordinances annexing the properties with an initial zoning as follows:</p> <p>a. West Portion of 1385 Cherryvale Rd. (0.25 acre parcel) Proposed Zoning: Residential-Rural 1 Applicant/Owner: Mark and Tara Burkley</p> <p>b. East Portion of 1385 Cherryvale Rd. (0.891 acre parcel) Proposed Zoning: Residential-Rural 1 Applicant/Owner: Mark and Tara Burkley</p> <p>c. 1548 Old Tale Rd Proposed Zoning: Residential-Rural 2 Applicant/Owner: Porsche Elaine Young Revocable</p>	<p>Approved</p> <p>Choose an item.</p> <p>Intro - OPBTO</p>

		Trust d. 5955 Baseline Rd. Proposed Zoning: Residential-Rural 1 Applicant/Owner: Patton and Claire Lochridge	
E.	Ord. No. 8052	Third reading and consideration of a motion to adopt Ordinance No. 8052 submitting to the registered electors of the City of Boulder, at the general municipal coordinated election to be held on November 3, 2015, an amendment to the Boulder Charter regarding City Council compensation , setting the ballot title and setting forth related details	Adopted
F.	Ord. No. 8055	Third reading and consideration of a motion to adopt Ordinance No. 8055 setting the ballot title for an initiated amendment to the Boulder Charter, and setting forth related details (Library)	Adopted
G.	Ord. No. 8056	Second reading and consideration of a motion to adopt Ordinance No. 8056 submitting to the registered electors of the City of Boulder at the general municipal coordinated election to be held on Tuesday, November 3, 2015 the question of authorizing the city council to extend the utility occupation tax on public utility companies that deliver energy to customers in the form of electricity and gas that was passed by the voters pursuant to Ordinance no. 7751 (as amended by Ordinance no. 7808) at the rate \$4.1 million dollars, beginning January 1, 2011 be extended from December 31, 2017 December 31, 2022; setting forth the ballot title; making conforming changes to the Boulder Revised Code; and setting forth related details	Adopted
H.	Ord. No. 8057	Second reading and consideration of a motion to adopt an Ordinance No. 8057 submitting to the registered electors of the City of Boulder at the municipal coordinated election to be held on Tuesday, November 3, 2015, the question of authorizing the City Council to continue the Climate Action Plan tax that was approved by the voters in November 2006 and implemented by the City Council in chapter 3-12, B.R.C. 1981, currently set to expire March 31, 2018, through March 31, 2023 for the purposes of implementing programs to increase energy efficiency, increase renewable energy use, reduce emission from motor vehicles, and take other steps toward the goal	Adopted

Attachment C - Agenda Memo and Action Summary from the Sept 1, 2015 Council Meeting

		of reducing greenhouse gas emissions; setting forth the ballot title; and setting forth related details	
I.	Ord. No. 8070	Introduction, first reading and consideration of a motion to order published by title only Ordinance No. 8070 approving supplemental appropriations for Open Space and Information Technology to the 2015 Budget	Intro - OPBTO
J.	Ord. No. 8071	Introduction, first reading and consideration of a motion to order published by title only Ordinance No. 8071 amending Title 10, “Structures,” B.R.C. 1981 to add a new Chapter 10- 7.7 “Commercial and Industrial Energy Efficiency” and amending Section 10-1-1 “Definitions” by adding definitions and setting forth related details (Building Performance)	Intro - OPBTO
K.	Ord. No. 8072	Introduction, first reading and consideration of a motion to order published by title only Ordinance No. 8072 to improve occupancy enforcement by amending Title 9 “Land Use Code” by amending Section 9-15-9, “Multiple Dwelling Units And Occupancy - Specific Defenses,” eliminating a defense to over-occupancy “active and diligent” management practices, amending Title 10 “Structures” amending Section 10-3-2, “Rental License Required Before Occupancy and License Exemptions” adding a prohibition of offering or advertising rental of a property without a valid rental license , adding a new Section 10-3-20 “Occupancy” requiring that the maximum legal occupancy be posted on all rental properties, requiring all rental licenses to include a notation of maximum occupancy and requiring all rental advertisements to include the maximum legal occupancy; amending Section 10-3-16 “Administrative Remedy” by increasing the fines for first and second violations and setting forth related details	Intro - OPBTO
L.	Ord. No. 8073	Introduction, first reading and consideration of a motion to order published, by title only, Ordinance No. 8073 authorizing and directing the acquisition of various property interests located along 28th Street between Canyon Boulevard and north of Glenwood Drive , by purchase or eminent domain proceedings, for the construction of the 28th Street Multimodal Transportation Improvements Project	Intro - OPBTO
M.	Ord. No. 8074	Introduction, first reading , consideration of a motion to publish by title only, and adopt as an emergency measure Ordinance No. 8074 authorizing the issuance by the City of Boulder, Colorado, of its Water and Sewer Revenue Bonds, Series 2015 , in the aggregate principal amount of \$10,210,000 for the purpose of providing funds to water and sewer improvements	Amended Adopted Emergency

		<p>by the Utility and pay the costs of issuance of the Series 2015 Bonds; prescribing the form of said Series 2015 Bonds; providing for the sale of said Series 2015 Bonds; providing for the payment and redemption of said Series 2015 Bonds from and out of the revenues derived directly or indirectly by the City from the Water and Sewer Fee billed to customers of the City’s water and sewer systems; providing other details and approving other documents in connection with said Series 2015 Bonds; and declaring an emergency and providing the effective date hereof</p> <p>Amended amount was \$10,075,000.</p>	
N.		<p>Consideration of a motion to call an Executive Session of the Boulder City Council on September 14, 2015 at 6 PM for the purpose of Municipalization in the City Council Chambers at 1777 Broadway, Boulder</p>	Approved
		<p>Comments: The City Clerk was asked to do a poll to see if another date was available to have a second meeting.</p>	
O.	Ord. No. 8065	<p>Second reading and consideration of a motion to adopt Ordinance No. 8065, submitting to the electors of the City of Boulder at the General Municipal Coordinated Election to be held on Tuesday, November 3, 2015, the question of, shall City of Boulder taxes be increased by up to \$350 thousand annually (in the first full fiscal year) and by whatever amounts as may be collected annually thereafter by the imposition of a tax on short-term rentals not already taxed as hotel, motel or other public accommodations, to fund administration, enforcement and the creation of additional affordable housing and giving approval for the collection, retention and expenditure of the full tax proceeds and any earnings relating to this tax notwithstanding any state revenue or expenditure limitation; and setting forth related details</p>	Amended
			Emergency
			Adopted
4. POTENTIAL CALL-UP CHECK IN			
A. 2775 Valmont Road (Boulder Food Park) Use Review			
5. PUBLIC HEARINGS			
A.	Ord. No. 8029	<p>Two matters related to a property located at 747 12th Street:</p> <p>1. Continuation of the second reading and consideration of a motion amending and adopting Ordinance No. 8029 designating the building and property at 747 12th St., to be known as the Cowgill Property, as an individual landmark under the City’s Historic Preservation Ordinance</p> <p>Owner: 747 Twelfth Street, LLC Applicant: Landmarks Board *****</p>	Amended
			Approved

	Ord. No. 8075	<p>2. FINDINGS AND CONCLUSIONS The City Council finds, based upon the application and evidence presented, that the proposed designation application is consistent with the purposes and standards of the Historic Preservation Ordinance, in balance with the goals and policies of the Boulder Valley Comprehensive Plan, and:</p> <p>*****</p> <p>3. Introduction, first reading, and consideration a motion publication by title only Ordinance No. 8075 granting authority to the approving authorities under Title 9, "Land Use Code," B.R.C. 1981, to approve the subdivision of one building site into two building sites for a property generally described as 747 12th Street and as an amendment to Title 9, "Land Use Code," to waive or modify certain land use regulations including standards related to the minimum lot size, setbacks, and building separation in order to meet city historic preservation objectives, and setting forth related details</p>	<p>Approved</p> <p>Intro - OPBTO</p>
		Comments: Quasi Judicial Hearing. All persons sworn in.	
B.	Ord. No. 8068 & Ord. No. 8069	<p>Second reading and consideration of a motion to adopt by emergency Ordinance Nos. 8068 and 8069 setting the ballot titles for two initiated amendments to the Boulder Charter, and setting forth related details</p>	<p>Amended Adopted Emergency</p>
		Comments: Emergency ordinance 8068 substituting ordinance from Attachment G inserting language from Attachment E. Emergency ordinance 8069 with language from Attachment H.	
6. MATTERS FROM THE CITY MANAGER			
A.		Proposed Housing Boulder Action Plan for 2015 and 2016	No Action
7. MATTERS FROM THE CITY ATTORNEY			
A.		Request for Council Direction regarding whether the Chautauqua Leasehold Area should be Considered "Parks Land" under the Charter	No Action
		Council consensus that Chautauqua was not a park and the lease did not require PRAB approval	
B.		Use of HOTLINE during Election season	No Action
		Council indicated that a bigger discussion around Hotline should be considered at the 2016 Council Retreat	
8. MATTERS FROM MEMBERS OF COUNCIL			
A.		Potential Call-Ups	
1.		2775 Valmont Road (Boulder Food Park) (LUR2015-00060)	No Action

Attachment C - Agenda Memo and Action Summary from the Sept 1, 2015 Council Meeting

		Request for Use Review approval to permit a new tavern with outdoor seating area over 300 square feet in size at 2775 Valmont Road (to be operated in conjunction with “Boulder Food Park” mobile food vehicle sales) within the Business Community One (BC-1) zone district. Proposal also includes a request for a 25 percent parking reduction	
B.		<p>Consideration of a motion to approve the order of the ballot measures in the 2015 General Municipal Coordinated Election</p> <p>Council consensus was to order the ballot items as follows:</p> <p>2N- Tabor- Short Term Rental Tax; 2O- Occ Utility Tax Extension; 2P- CAP Tax Extension; 2Q-Charter Changes for Library; 2R- Council Compensation;, 300- Neighborhood Right to Vote; 301-Development Shall Pay Its Own Way</p>	Accepted
C.		“Nod of Five” for the HEALS Cities & Towns Campaign	Accepted
D.		<p>Appointment of Retreat Committee Members</p> <p>Appointed Council Member Tim Plass and Council Member Lisa Morzel</p>	Accepted
9. PUBLIC COMMENT ON MATTERS			
Comments:None			
10. FINAL DECISIONS ON MATTERS			
Comments:None			
11. DEBRIEF			
Comments: None			
12. ADJOURNMENT: 10:52 PM			

LANDMARKS BOARD COMMENTS ON THE PROPOSED CHAUTAUQUA LEASE AGREEMENT

9/10/15 (final edition)

POSITIVES

- The proposed term conditions provides the ability to have, in essence, a 30 year lease easing access to financing for important maintenance of the historic built environment if it is to continue to be a valuable asset.

CONCERNS & SUGGESTIONS

- The proposed documents do not clearly state what the shared vision for Chautauqua is and do not state that Chautauqua is subject to City ordinances, in particular to historic preservation ordinances & processes. It is important to ensure these are not subject to interpretation. Specific suggestions for achieving this are as follows.

In *Section 3 Responsibilities* of the lease we incorporate the historic preservation Chautauqua Design Guidelines perhaps at the end of the second added sentence something like "... and be subject to all other city requirements, including but not limited to the Preservation Ordinance of the Boulder Revised Code and the Chautauqua Design Guidelines as amended from time to time."

Add a bullet in *Section 6 Access & Parking* in the list of principles that are to govern the Access Management Plan to the effect that Access Management shall be consistent with and prioritize the preservation of Chautauqua's historic assets.

- The Landmarks Board feels that an increase in the number of City appointees is appropriate and would reflect more accurately the City's stake in Chautauqua. Specifically -

Require Chautauqua to at least put on their next election an increase in the number of Board Members to be appointed by City Council, and if that fails to agree to appoint one of the members appointed by City Council to Chautauqua's Executive Committee.

A City appointee or City Councilor board member should be permitted to attend Executive Committee meetings and all executive sessions.

ADDITIONAL COMMENTS

As a board we're in disagreement about a couple points. Following are comments that at least one of us felt strongly about including here but we don't have consensus on.

- By not maximizing use is there danger of creating exclusivity? Some members expressed concern about the appearance of shifting ideology from the historical mission & population served to more elitism. An example of this is the reduction of affordable cottage rentals to students. And could a result of not maximizing use be that Chautauqua becomes a summer cottage retreat for the wealthy and deemphasizes the educational/cultural mission of lectures, films, and concerts?

- A contrary view to the one expressed above is, pressure to maximize use & income, demonstrated by CCA's past effort to construct structured parking & convention facilities, will be removed with the proposed agreement, thus providing a means to avoid over use that threatens the sensitive natural & historical nature of the place.

Not a point of disagreement but slightly off topic

Attachment D - Electronic Mail Message Summarizing Landmarks Board Comments

- The proposed rent of \$1 per year is inconsistent with the several hundred dollars for a few hours charged to use the Band Shell. Both landlord/ tenant arrangements provide public benefits so why charge CCA so little OR why charge so much for the Band Shell?

April 13, 2015

Karl Anuta

- Believes the City is ultimately the landlord of the lease and should consider the real option of revoking the lease if conditions are not favorable (e.g., satisfactory Council representation on the CCA)
- Wished to ensure that someone with expertise and experience in historical landmarks be involved to provide comment in the process (*Note: A Committee member responded that Tom Thorpe, a CCA board member and chair of CCA's Building and Grounds Committee, was appropriately credentialed and would be involved in deliberations.*)
- Suggested that the City should reconsider its ownership of the land upon which the private cottages are located
- Suggested that, within its prerogative as landlord, the City should not let the length of lease be determined by lessee desires (e.g., 30 years for financing viability) if these override its own interests
- Expressed appreciation for having public comment at the end of the meeting to comment on forgoing proceedings

Tom Galey

- Suggested that the CCA mission be considered in the underlying philosophy conversation
- Expressed a desire to ensure that private cottagers be represented, noting his opinion that cottagers have historically received fewer benefits from City-CCA lease negotiations

Joe Stepanek

- Underscored that Boulder's Chautauqua is the last remaining Chautauqua in the United States, making its preservation important
- Hopes that these negotiations would include adherence to landmark regulations that significant changes not proceed without full and public deliberation
- Expressed satisfaction with current governance structure's consistency with the mission

Phil Schull

- Suggested that the timeline for meetings might be overly optimistic
- Suggested that at the end of each meeting, the next meeting's topic should be "teed up" so that any necessary research and/or preparation could begin
- Expressed skepticism about endless iteration, underscoring the need to eventually settle on some decisions
- Believes that operational and capital budgets should be considered together
- Suggested that rather than planning to dictate form (i.e., whether or not to employ two or more documents and how) after policy decisions had been made, it might be more efficient to keep that eventual formation of separate (or shared) documents in mind as policy issues are discussed

April 29, 2015

Joe Stepanek

- Watching this process has been reassuring as these changes will affect the children of Chautauqua cottage owners in the future. It is also reassuring to hear that there will be a process for change.
- Chautauqua is a national and Colorado treasure. It is important to preserve both the physical place as well as its spirit.
- It is important that CCA and City Council encourage the State Historical Society to reestablish the outer historic boundaries of Chautauqua instead of just focusing on its core zone. Although the marking of a historical site is often honorific and not enforceable, the boundary is important to the preservation of Chautauqua.

Karl Anuta

- The Guiding Principles should be strongly referenced in the lease.
- 50 years from now, it is important that this property is preserved regardless of the role of developers in the City structure.

Bella Weber

- It is great to see how the cottage owners have been included in this process. It would be beneficial to owners if there was an actual negotiation regarding the subleases, rather than just forcing owners to sign it.
- Purchase offers for cottages are coming in far higher than the asking price. Buyers are waiving the use of appraisers and making up the difference themselves. This is raising the market value. There are realtors who are interested in the properties, and most of them are people from Boulder who love Chautauqua.
- The price of the cottages has gone up quite a bit in past years, and there are many children and grandchildren with roots in Chautauqua who cannot afford to return. This is causing Chautauqua to lose their families.

John Kenyon

- This has been a beneficial conversation, but Chautauqua is not a parking lot. The main issue is safety. Safety of children is a concern when they play outside, and people are trying to find a parking space.
- There are currently no sidewalks, which creates lots of issues. It does not matter if people drive fast or slow, it is still an issue of safety.

Tom Galey

- This process is going well and the hard work of the Committee members is appreciated.
- There is a peak season over the summer, but there are also many weekends not during this time when Chautauqua is very crowded.
- It is a good idea to look at the actual guidelines of the requirements for gaining historical status. This would clarify what can realistically be done in acquiring a historical designation for Chautauqua.

Caroline Stepanek

- It would be a good idea to add a preamble to the new lease that captures the essence and identity of Chautauqua. This would make sure that its historical depth and meaning is captured and it cannot be taken for a business where the bottom line is the most important issue. It should be measured by non-monetary contributions and individual and group involvement.
- Chautauqua is a unique place and is of national interest. It should be an honor to be a CCA board member. It is important that it is not delisted or unlandmarked and the spirit remains the same. It harms the spirit when owners rent out their cottages or the property is limited to certain citizens. This spirit was threatened in the 1970's. We need to make sure that Chautauqua will exist in 50 years as it does now. The board will come and go, so we must widely protect this area.

Bill Patterson

- The use of the phrase "widest practical use" is important as it has given the CCA board flexibility to make important changes in the past. One of these important changes was allowing nightly rentals, which has made Chautauqua financially sustainable.
- These types of decisions are useful to the board and will remain important in the future. This specific wording is important to keep in the lease.

May 14, 2015

John Kenyon

- Expressed satisfaction with all of the major points of the meeting, with the sole suggestion that one addition be made to the guiding principles:
 - As there are no sidewalks in the Chautauqua, it should be explicitly stated that the area is a “pedestrian campus,” thus giving legal primacy to pedestrians in the instance of pedestrian/car confrontation.
 - One Committee participant suggested that the softer language of “shared streets” might accomplish similar ends with less rigid legal implications.
 - There was general support from the Committee for adding some language to this effect to the guiding principles in the lease.

Karl Anuta

- Suggested the posting of signs at all entrances to the area stating that pedestrians have the right of way.
- Stated that much of the discussion should have considered the “green” and ranger parking areas, although it did not.
- Noted the potentially problematic absence of OSMP representatives in a discussion that affects OSMP parking.
- Suggested that the lease should specifically focus on the protection of the National Historic Landmark.

Joe Stepanek

- Stated that, as a National Historical Landmark, Chautauqua is a special place that falls under a whole set of unique guidelines that must be honored. From that commitment, all other decisions should follow.

Tom Galey

- In reference to staff’s presentation of distinct parking areas, stated that Zone E has the most potential for added parking spaces, which could help avert or reduce a net loss in parking spaces as non-vehicular priorities take on a larger role.

Talley Costa

- Stated that, as the Chautauqua is also a tourist attraction, the City should consider strategies used by other cities for similar resources, such as the use of a trolley.
- Expressed disappointment in safety-related interventions (e.g., cars that speed down adjacent streets like Columbine). One Committee member inquired about the absence of speedhumps. Staff responded that as a codified intervention, speedhumps cannot be

developed without meeting certain criteria. Currently, the program to develop this is not funded.

- Though in general agreement with the access discussion, underscored the importance of supporting diversity.

Bill Patterson

- Noted that parking was an issue even in the CCA board minutes from 1901. Accordingly, the lease should provide for flexibility per the issue's dynamic and ongoing nature.

Caroline Stepanek

- Suggested the consideration of alternatives to individual vehicular access to Chautauqua, such as public transit from other locations.
- Noted that although the Committee has adopted language that presumes a 30-year lease, this particular issue has not yet been decided upon and should be treated accordingly.

May 27, 2015

Joe Stepanek

- Stated that the difficulties created by the Arbor House incident are not entirely in the past. It is important to honor the letter and spirit of the Colorado Historical Society covenant to ensure the landmark status of Chautauqua has not shrunk. It is important for Chautauqua and CCA that the Colorado Historical Society reestablishes boundaries so the entire property is protected, especially if Chautauqua is looking to receive grant funding.
- A member of the Committee responded that the National Historic Landmark boundaries have not changed, only the area of Chautauqua that is included in a State Historical Fund covenant that requires SHF consultation prior to external and internal alterations of buildings within the defined covenant area. Not all the cottages are included in the covenant area, but that was a conscious decision in consultation with the State Historical Fund (SHF) and the City. CCA consults regularly with the State Historical Fund when making improvements to the property, but SHF does not have veto power. CCA agreed to consult with the concerned community member and City staff to clarify the facts surrounding the change in the covenant area that occurred several years ago.

June 8, 2015

Tom Galey

- Stated that he believes sublease rent should be between CCA and the cottage owners. He asserted that owning a cottage in Chautauqua is much more expensive than a space of comparable size in the rest of Boulder, and ground rent and ad valorem taxes only increase the costs. While Chautauqua is a unique and special place to live, many people, especially those who are not year-round occupants, are leaving due to the high cost. Mr. Galey believes that while the costs are high and may not be appropriate for everyone, the higher prices are worth it.

Phil Schull

- Believes that a 30-year lease term is important for CCA, but was unclear of what the Charter Amendment meant when asking for significant improvements. Some people may interpret this as developing more programming and creating more access while other community members may view it as the exact opposite. It is important to keep aspirational language to a minimum so it does not overreach its intent.
- Some Committee members responded to Mr. Schull by agreeing that more is not always better. They are most likely not going to look at a growth in programming, but rather long-term investment in continuation of Chautauqua in line with CCA's past activities and purposes. Other members expressed that it would make a compelling argument before City Council if the CCA and cottage owners presented a large commitment to raise funds for the investments detailed in the JVA Conceptual Infrastructure Master Plan.

July 20, 2015

Joe Stepanek

- Expressed a belief that the public is not adequately involved in the management of such important resources as Chautauqua and therefore liked the idea of requiring an annual report by which regular engagement around these issues might be encouraged. He hopes that this will keep Chautauqua as important and relevant as it is today.
- Expressed a belief that the Rocky Mountain Rescue Group should be recognized for their honorable efforts.

Karl Anuta

- Expressed some disagreement with the renewal process, stating a belief that much of the agreement is based on amiable relations between current CCA and City personnel – a dangerous proposition given the variable nature of personnel in future years. Accordingly, he wished to see the renewal clause removed.

August 19, 2015

Sharon Caulfield

- Ms. Caulfield has been a neighbor of Chautauqua for 30 years and is glad to see that other neighbors are starting to get involved. She explained that access issues regarding Chautauqua are very impactful on local neighborhoods. Many neighbors are glad to see the changes outlined by CAMP and hope that it creates more sustainability of resources than in the past. Ms. Caulfield explained that there is a large rush of traffic entering Chautauqua right when it opens and the resource is being over-utilized. In her view, the OSMP trails the public is utilizing are not sustainable and pose a resource management issue. Parking is just the tip of the iceberg and is only a symptom of a larger problem. Ms. Caulfield also explained that she is in favor of a fair-market analysis of Chautauqua cottages as it is imperative that a nonprofit monitors the utilization of its resources in a fair manner as to not be looked badly upon by the IRS.

Catherine Long Gates

- Ms. Long Gates explained that her great aunt built their Chautauqua cottage in 1899, and it has been operating as a model ever since. Her family understands that their ownership is a privilege and is happy to pay the associated fees and costs. The family has never received any income from their model cottage since it was built. In the past, it was not livable in the winter and they have made improvements when appropriate and necessary. She views herself and her family as stewards of Chautauqua, willing to give tours to anyone who is interested. She said cottagers are unable to quantify their contributions to the community and the associated public benefits. They do their best to contribute financial and non-financial ways.

September 10, 2015

Terry Thomas

- Is it correct to assume that cottage owners' rent will go up, but that they will not be subject to assessments?
- *Answer: New rent*, as proposed by the Committee, will be 2.5 times the old rent. The Committee intends for there to be no additional assessments on cottagers, but that depends on what City Council decides.

Michael McCarthy

- I am a neighbor of Chautauqua and a member of a new organization called Sustainable Chautauqua.
- I recognize that parking issue has been taken out of the lease discussion for the time being. Nevertheless, it is important to know that two months ago, neighbors signed a request for a permitted parking zone in Chautauqua.
- This place is being loved to death. There are chronic issues of overuse. Our driveways are being blocked, and there is lots of conflict. We have an unsafe situation.
- I have lived in this neighborhood for 40 years. Something demographic dramatically changed 3-5 years ago. I think the demographic change is not growth in Boulder, but the whole Front Range. The pressure on OSMP and Chautauqua is from members of the entire Front Range. That requires being more proactive.
- *Question from the Committee:* Is it your sense that this impact has changed during daylight hiking hours or on concert nights? *Answer:* Anecdotally, it is during daylight hours for hiking. Concerts have been going on for a long time. We are used to the concert usage. OSMP is drawing excessive use.
- *Comment from the public:* It isn't concerts. The problem is parking for daycare vans and hikers visiting Open Space. Maybe there are lessons in what has been tried on Flagstaff.
- *Comment from the Committee:* Addressing parking the CAMP process is better than doing this through the lease. You are not the only one who feels strongly that this needs to be addressed.

Katherine Barth

- There is no public transportation to the Chautauqua area. There used to be a bus that came up here, the 105. Before that, there was a streetcar. Chautauqua is designed for public transportation.
- I keep hearing that we can't have a bus, but people would take the bus if they could.
- People will park if there are no other options.
- *Comment from the Committee:* The discussion about public transportation is an important one. The CAMP discussion should also include talking about dogs on public transportation, since hikers like to bring their dogs to Chautauqua.

Leslie Pizzi

- There are lots of beautiful OSMP spaces. There are lots of OSMP parks that have parking lots that fill up, and when they are full, they are full and people adapt. OSMP does not discuss more parking access in these places.

Attachment E - Excerpts From Meeting Summaries Showing Public Comments

- Chautauqua is the biggest and most loved OSMP park, and it has unlimited parking. It has the parking lot and neighborhood parking. When we talk about overuse, Chautauqua is more impacted because of free parking. This problem must be addressed with a solution that is specific to Chautauqua.

Kris Woyna

- I have been here since the 1980s. There used to only be 1.5 staff members at CCA. That worked because in the winter time it was CU and faculty housing. In the summer it was long-term rental to WWII veterans. It was such a great time, and the students and professors came back and there was lots of volunteer work.
- The thing to remember is that Chautauqua is a gathering of people. Not a park. Not the facilities. There has been gentrification. This is a place that needs to stay low-key, and we can't raise the rents a ton because we will lose the regular people who live here.

Collaborative Stewardship of the Colorado Chautauqua

GUIDING PRINCIPLES FOR PLACE MANAGEMENT AND FISCAL SUSTAINABILITY

Purpose of the Guiding Principles

These guiding principles represent a shared statement about the nature of the Colorado Chautauqua and the manner in which its primary stewards (the City of Boulder and the Colorado Chautauqua Association) intend to collaborate in the planning and management of its future.

1 A Public Place

Chautauqua is a shared community resource and a public place. It is essential that it remain a place that is accessible, safe and welcoming to the general public.

2 A Historic Landmark

The Colorado Chautauqua is a recognized national and local historic landmark. Preservation of its historic character is of the utmost importance when making decisions about its future.

3 A Historic Mission

Chautauqua supports cultural, educational, social and recreational experiences that are integral to its historic character and function. Preservation and perpetuation of its historic mission and supporting operations are paramount to sustaining the spirit of Chautauqua.

4 A Balanced Approach

Chautauqua encompasses multiple ownerships and missions; the needs and interests of many must be balanced in a manner that protects the site and spirit of Chautauqua, in keeping with principles 1, 2 and 3. Management decisions about surrounding uses should be made with sensitivity to potential impacts on Chautauqua. At the same time, Chautauqua should be managed and preserved in a manner consistent with the community's sustainability goals and with sensitivity to impacts on surrounding residential neighborhoods.

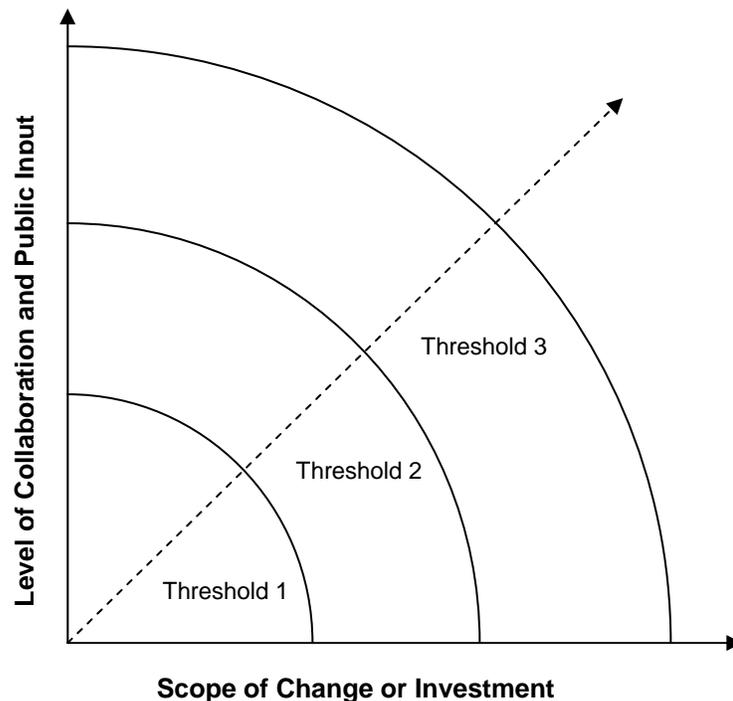
5 Collaborative Place Management

To achieve the balanced approach described in principle 4, the Chautauqua area (including the CCA leasehold and adjacent parks and open space) must be collaboratively managed. In particular, the following components of collaborative place management must be clearly defined and agreed to by the city and the CCA:

5a Roles and Responsibilities. The city and the CCA have the joint responsibility of preserving, perpetuating and improving the spirit and historic character of Chautauqua through collaborative stewardship and place management as well as the responsibility of managing specific public and private assets:

- **The Colorado Chautauqua Association** has the role of perpetuating the spirit and mission of the historic Chautauqua through production of cultural, educational, social and recreational experiences to benefit the Boulder community and visitors to the area. The CCA also has the responsibility, under its lease with the city, of managing and programming certain public assets and CCA’s owned cottages, lodges and other facilities in a manner consistent with its historic mission and these guiding principles.
- **The City of Boulder** has multiple roles, including: 1) **owner** of the underlying land throughout Chautauqua, three key historic buildings and an historic structure in the leasehold, serving in this role as landlord to the CCA; 2) **manager** of the public infrastructure throughout Chautauqua and of the public assets and lands outside the leasehold, including a public park and open space; and 3) **regulator** in terms of city laws. The city has the responsibility of representing the interests and priorities of the community at-large; maintaining safe and efficient access to and within the site; and coordinating policy and action in a manner consistent with these guiding principles.

5b Thresholds for Collaborative Processes. Effective collaboration among the multiple core entities responsible for the Chautauqua area’s management is critical. In general, the collaborative processes between CCA, the city and the public should proportionately increase as the scope of the proposed change increases as illustrated in the following graph:



The following is illustrative of “thresholds for collaboration” that will be refined, clarified and agreed to by the city and the CCA to guide future agreements and decision-making processes. It may or may not be the final recommendation to have three thresholds; that will be determined in the next steps.

- **Threshold 1: Minor Modifications.** These encompass site or facility changes that do not involve significant changes to the site or public building exteriors; are led and financed primarily by a single party; and are consistent with these guiding principles. Coordination and collaboration between the CCA and the city is essential, but successful precedents exist that can be clearly defined and followed to ensure transparency, mutual understanding and continued success. *Examples of this type of change include recent enhancements to site way finding and interpretive signage and current work to improve the bus pull-out and site circulation for improved pedestrian safety.*
- **Threshold 2: Significant Modifications Led by a Single Party.** These are changes to the site or facilities that significantly alter a city-owned building's exterior, involve new construction or demolition, significantly alter historic site patterns or designs, and/or represent a significant change in use. This level of change may be proposed by a single party but will require a higher degree of coordination and collaboration early in the process to address the concerns or needs of other parties and ensure consistency with these guiding principles. The resulting process may or may not lead to shared financial responsibility, but should ensure transparency, opportunities for public input and clarity and timeliness of decision making for the concerned party(ies). *Examples of this type of change include the potential addition of ADA-accessible bathrooms for the Chautauqua Auditorium and the concept of a new free-standing building.*
- **Threshold 3: Significant Modifications Requiring Multi-Party Investment.** These are changes similar in scope or impact to those in Threshold 2, but which would clearly benefit from joint investment in their design and implementation. Due to the shared investment, these may require an even higher degree of collaboration early and throughout the process. *An example of this type of change is the potential undergrounding of utilities around and through the National Historic Landmark area.*

5c Guiding Policy Documents. To support a collaborative approach to management of the Chautauqua area, key policy documents should be jointly developed and adopted by the core parties. These include, but are not limited to, the Chautauqua Collaborative Stewardship Framework (which should be revised and finalized consistent with these guiding principles) and the Chautauqua Design Guidelines.

5d Public Information and Input. Because the management of Chautauqua is a shared responsibility across multiple entities, it can be difficult for the public to find complete and accurate information regarding planning and management-related issues for the area. A shared approach to providing public information and opportunities for public input shall be developed and implemented to support these principles' goals for collaborative stewardship in the public interest.

6 A Cautious Approach to Change

While it is recognized that changes within and around Chautauqua will occur over time, decisions over these matters must be thoughtfully and cautiously considered, and

collaboratively managed in accordance with these guiding principles to ensure the preservation of Chautauqua’s historic character and unique sense of place.

7 Shared Financial Responsibility

Because the Chautauqua area is a shared resource with community-wide as well as interest-specific benefit, investments in its care and upkeep should be shared in accordance with the benefit provided to each interest or user group as well as the community at-large. This does not remove the possibility of significant changes being funded by a single party; however, when there are clear benefits to multiple entities, joint funding should be considered.

Definitions

Enhancement: to make greater, as in value, beauty, or effectiveness; augment; provide with improved, advanced, or sophisticated features. In the context of historic preservation, “enhancement” is usually used to refer to the repair, rehabilitation, restoration and, in some cases, the re-creation of historically documented features.

Historic character: those aspects of an historic property or historic district that accurately convey a sense of its past. The National Register defines seven aspects of integrity that are important components of historic character: location, design, setting, materials, workmanship, feeling, and association. National Historic Landmarks typically possess all of these aspects of historic character/integrity.

Historic preservation: an endeavor that seeks to preserve, conserve and protect buildings, objects, landscapes or other artifacts of historic, architectural or environmental significance.

Leasehold: the property managed by the Colorado Chautauqua Association under a lease agreement with the City of Boulder as shown in *Figure 1*. The city-owned property leased by the CCA includes all the land and three buildings including the Auditorium, Dining Hall, and Academic Hall.

Manage: to have oversight and responsibility for the on-going affairs and/or the upkeep of a site, property, organization or business.

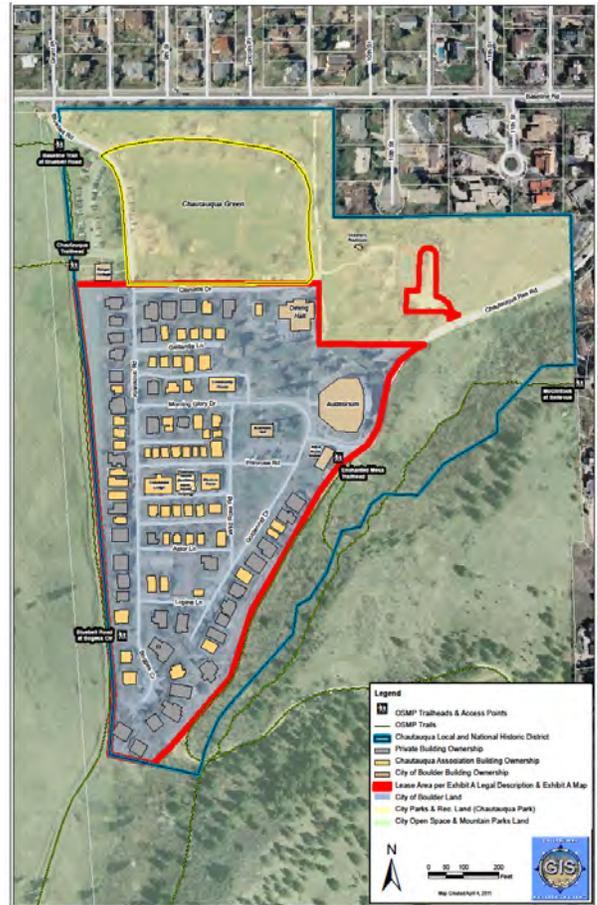


Figure 1: CCA Leasehold (outlined in red)

National Historic Landmark: a nationally significant historic place designated by the Secretary of the Interior because it possesses exceptional value or quality in illustrating or interpreting the heritage of the United States.

Place management: the process of preserving or enhancing an area in a manner that maintains its integrity as a “place” with a unique character and function. This is practiced through programs to enhance a location or to maintain an already attained desired standard of operation. Place management can be undertaken by private, public or voluntary organizations or a mixture of each. Despite the wide variety of place management initiatives, the underlying common factor is usually to best meet the needs of multiple users and interests (e.g., residents, visitors, and owners) in a manner consistent with the nature of the place.

Protect and preserve: broadly speaking, protecting and preserving is the process of determining and implementing appropriate actions to minimize change to identified historic properties or districts that would adversely affect their historic character.

Stewardship: the ethical overseeing and protection of something considered worth caring for and preserving.