



**CITY OF BOULDER
STUDY SESSION
APRIL 12, 2011**

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DATE: April 5, 2011

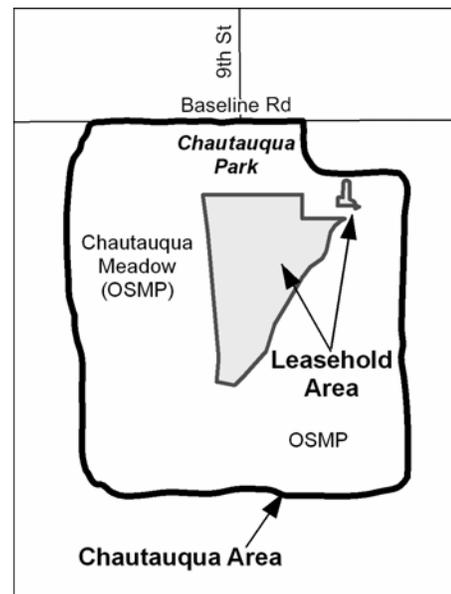
SUBJECT: April 12 Chautauqua Study Session

I. PURPOSE

This study session provides council the opportunity to discuss how it would like the city to move forward to address the future of the Chautauqua area in addition to the Colorado Chautauqua Association's (CCA) Chautauqua 2020 Strategic Plan for the leasehold area. The threshold question for council is whether the city should step back to create a community-wide vision and plan for the Chautauqua area first, or move forward to address the CCA's 2020 Strategic Plan proposal for the leasehold area. Several approaches are provided in the Options section of this memo. Following discussion at the April 12 study session, this item will return to council as part of the June discussion on the citywide work plan and priorities.

As a cherished and unique city-owned resource since 1898, Chautauqua means different things to different people. For the purpose of this study session, "the Chautauqua area" includes the National Historic Landmark District, the leasehold area, Chautauqua Park, and Open Space and Mountain Parks land as generally shown on the diagram to the right and in the attached map (**Attachment A**). The map in **Attachment B** shows in more detail the buildings in the historic district.

The area encompasses the interests and activities of many entities. In addition to the nonprofit CCA which leases 26 acres from the city and manages its business operations within the leasehold area, the city departments of Parks and Recreation, Open Space and Mountain Parks, Public Works, and Community Planning & Sustainability are also involved in various aspects of the area's planning, programming and management. These interests are in addition to the specific interests of nearby residents and the broader interests of the Boulder community and the many visitors who come to the area from around the state, the country, and the world.



II. QUESTIONS FOR COUNCIL:

Does council have feedback or questions on:

1. Whether the city should step back and create a community-wide vision and plan for the Chautauqua area first or move forward to address the CCA's 2020 Strategic Plan for the leasehold area?
2. The proposed goal and objectives?
3. The parking and access issues?
4. The regulatory process?
5. The options?

III. BACKGROUND

1. The History of Chautauqua

The following information has been compiled from various City of Boulder documents and the Colorado Chautauqua Association's (CCA) website:

http://www.chautauqua.com/history_cca.htm

Before radio and television, the Chautauqua Movement united millions in common cultural and educational experiences. Orators, performers, and educators traveled a national Chautauqua circuit of more than 12,000 sites bringing lectures, performances, concerts, classes, and exhibitions to thousands of people in small towns and cities. Theodore Roosevelt called Chautauquas, "the most American thing in America."

In 1897, Boulder citizens overwhelmingly voted to raise \$20,000 to establish a "Chautauqua" to promote "educational, recreational, and political programs" reflecting the ideals of the national Chautauqua movement. That same year, the city purchased 80 acres of the Batchelder ranch for the endeavor and agreed to build an auditorium and dining hall, which were completed the next year. Boulder civic leaders and Texas educators joined together to create a cultural and educational summer retreat.

By 1900, 50 permanent cottages had been constructed in the leasehold area of Chautauqua and three public buildings were completed: the Auditorium (1898), the Dining Hall (1898), and the Academic Hall (1900). The Community House was completed in 1918. Despite financial problems, the Boulder Chautauqua thrived during the first three decades of the 20th century. Educational, social, and recreational events grew as thousands of Boulderites and Texans gathered for special events in the auditorium and on the grounds.

Early Boulder residents realized that the mountain backdrop was a special place. With the purchase of the Batchelder Ranch property for the use by the Chautauqua Association, the area bustled with vacationing school teachers and other newly arriving tourists. All sought adventure and education at this inspirational summer retreat. The tradition of testing one's metal against the mountain, historically seen in those plucky turn of the century high-heeled, hoop-skirted hiking school marmes, continues today with world class athletes who move here to test their metal in the thin air of our mountains.

The early residents may not have realized that the lands they were buying and preserving were also rich in biological diversity. Today, habitats have been cataloged that are globally rare, with such unusual concentrations of plant and animal biodiversity that a large tract of the lands behind the Flatirons are now listed as a State Natural Area. Because of the level of protection afforded, black bears, eagles and mountain lions still live where they have lived for millennium. The Chautauqua area serves as a critical gatekeeper to this extraordinary system.

Frederick Law Olmsted Jr.'s 1910 Improvement Plan for the City of Boulder identified Chautauqua as one of the most "interesting and valuable" features of the city. The number of summer residents at Boulder's Chautauqua reached a high of 600 in 1926, after which time the Chautauqua entered a period of decline as a result of the Great

Depression and the changing recreation habits of Americans. By 1955, Boulder's Chautauqua was one of only six remaining in the country. Today, the Colorado Chautauqua is the best preserved of only three remaining Chautauquas.

In 1977, the city considered demolishing many of the buildings in the park. This led to the reconstitution of the CCA and a joint effort with the city to save the buildings at Chautauqua. The Colorado Music Festival (CMF) began its summer festival in the auditorium in the summer of 1978, which helped provide renewed activity at Chautauqua. The CCA was instrumental in raising funds to preserve and restore the existing buildings with the help of the private cottage owners, many of whom are third and fourth generation families.

Chautauqua's simple cottage architecture and park setting combine to create a unique rural enclave on the edge of a relatively dense urban grid. In 1978, it was listed as a historic district in the National Register of Places, and designated as a local landmark district. In 1989, the "Chautauqua Park Historic District Design Guidelines" were adopted by the city's Landmarks Board to guide changes to existing buildings, including additions.

In 2005, the National Historic Landmark program of the National Park Service recognized the remarkable level of preservation of Chautauqua and the exceptional significance of the place by designating it a National Historic Landmark (NHL) District. Designation as an NHL is the highest level of historic recognition in the country and is rare. Currently, there are only 21 NHLs in the state of Colorado.

Over the years, Chautauqua has experienced relatively few physical changes. Since the 1980s changes have included:

- In 1987, the Ranger Cottage and associated parking were constructed on city park land on the western edge of the Chautauqua Green.
- Modifications to the road around the Chautauqua Green were made to accommodate an expansion of parking on its southern, northern, and western edges, and in front of the Dining Hall.
- In 1997, the "Children's Playhouse" was constructed adjacent to the Parks and Recreation playground by the CCA and Girl Scout Troop 2152. It is maintained by the CCA today.
- In 2001, a bungalow was moved from the Grandview neighborhood in Boulder to Boggess Circle within the leasehold area.

2. The Chautauqua Area Today

The Chautauqua area is faced with the ever- increasing public visitation to Chautauqua Park, the Auditorium, the Dining Hall, the Community House, the cottages, and the surrounding Open Space and Mountain Parks (OSMP) land. Given its historic character, lawn like green spaces, vistas, access to OSMP property, the restaurant and music venues, the Chautauqua area is a popular destination for people from throughout the community and the region, as well as a draw for national and international tourists.

The OSMP trail head counts over 300,000 visitors per year and Chautauqua Park's attendance and use related to drop in day camps, summer concerts, family picnics, school children visits, weddings, gatherings and other general park uses, as well as all the visitors to the Dining Hall and events at the Auditorium and Community House, draw an estimated 500,000 visitors annually. This level of use has raised significant concerns about continued positive visitor experiences and protection of the various facilities, lands and other resources. Trails, lawn areas, historic buildings and landscapes, parking, internal park roads and restroom facilities have all been stretched.

Parks and Recreation

Chautauqua Park, which provides recreational and leisure opportunities for visitors from around the nation and the world is a jewel for nearby residents as well as the entire Boulder community. The park offers a refuge from busy lives and includes many features that are found in local neighborhood parks, including green lawn areas for picnics, relaxing views, and the ability to enjoy semi active or passive activities. A playground, playhouse and tennis court on the east side of the park provide physical activity areas for children, youth and adults and the restrooms located under the Dining Hall are open year-round for park-users, event-goers, and hikers.

The Parks and Recreation Department is currently in the process of realigning its system-wide management practices to reflect increased public demand and best management practices. As a result, the Department has developed and implemented several strategies to minimize user conflicts in the Chautauqua park area including limiting park reservations per group to 100 people in order to lessen potential negative access and use impacts to the park and ending group reservations at 5 pm to accommodate improved public access for evening events held at the Chautauqua Auditorium.

Parking and Access

There have been a number of iterations of transit or shuttle service to the Chautauqua area. A shuttle service providing access to the site has been used on event evenings since 2005. This shuttle, originally provided by the Colorado Music Festival (CMF) and jointly managed with the CCA, has been effective at mitigating motor vehicle trips to the site on event evenings.

A more comprehensive transit service, known as the "Hop to Chautauqua", was operational during the summer of 2008 and funded jointly by the city, the CCA and the CMF. It operated during summer months and ran from noon until 10 p.m. in 15-minute intervals. During the summer of 2008, over 500 riders were serviced per day, and over

20,000 riders were serviced over the three-month period. At the end of 2008, city funding for this service was eliminated due to budgetary constraints.

Current service includes the Hop operating on concert evenings in the summer from approximately from 5:30 to 10:30 p.m. In collaboration between the CCA, the CMF, and the City of Boulder, an access management strategy is in place during CCA/CMF special events at the auditorium that limits vehicular access onto the Chautauqua Park and into the leasehold area. During the summer of 2010, approximately 8,600 riders were serviced by the Hop, thereby reducing the number of vehicles arriving at the site by between 4,000 and 5,000 vehicles. There are no other regular transit routes in the vicinity and since many come to the Chautauqua area by car parking is problematic.

The CCA began collecting parking utilization data in 2005 both on-site and in the surrounding neighborhood. The most recent parking utilization data was collected in the leasehold area in 2010. Utilization data will be collected for 2011 and compared to previous years to ensure of having a complete picture of parking throughout the area. The 2011 data will be extremely useful in determining future access management strategies.

Open Space and Mountain Parks

The trailheads around Chautauqua are some of the most heavily visited in the OSMP system. Data from the 2004-2005 OSMP visitor study suggest that roughly 325,000 people come through the Chautauqua area to access the open space system. The Chautauqua-Open Space gateway continues to draw new residents and vacationers from around the country and the world. It also plays a vital role in preserving local, regional and global biodiversity in a world where diversity is quickly diminishing.

The Colorado Chautauqua Association

The mission of the CCA is “to preserve, perpetuate and improve the site and spirit of the historic Chautauqua by enhancing its community and values through cultural, educational, social and recreational experiences.”

The nonprofit CCA is governed by a 15-person Board of Directors, two of whom are appointed by the City Council, one appointed by the Colorado Chautauqua Cottagers, Inc. and nine elected by CCA members. The remaining three are then elected by the Board of Directors. Membership in CCA is open to anyone who pays the membership fee. The board meets approximately every six weeks.

The CCA leases 26 acres and four buildings from the city; the details of which are described in the 20-year lease adopted by City Council in 1998 and revised in 2002. A summary of the lease provisions (**Attachment C**) and a copy of the lease (**Attachment D**) are attached. The four city-owned buildings and structures that are part of the leasehold include: the Auditorium, the Dining Hall, the Arbor Picnic Shelter, and the Academic Hall. The lease provisions refer only to the portions of Chautauqua area that are within the leasehold. Some key elements of the lease include:

The city and the CCA have maintained a mutually beneficial relationship for more than 100 years in the establishment and maintenance of a Chautauqua assembly for the benefit of the Boulder community and its visitors.

The primary objectives of both parties are the preservation of the Chautauqua heritage for the benefit of future generations and the operation of Chautauqua for the benefit of all.

The CCA is responsible for the maintenance and improvement of all buildings and improvements located on the lease area with the exception of private cottages and the public restrooms.

The CCA has responsibility for preservation and maintenance of 67 historic structures and 26 acres of historic grounds. CCA has restored/rehabilitated and winterized for year-round use a number of buildings at Chautauqua: the Community House; the Missions House Lodge; the Cantwell, Rest, and Grandview cottages; and other buildings in the lease area. Year-round lodging, dining, public programming and opportunities for use of meeting and event space are available within the historic core of Chautauqua. The Colorado Music Festival (CMF) has leased the Auditorium for its summer music festival for over 30 years. The CCA wants to ensure that the Colorado Chautauqua is the most environmentally sustainable National Historic Landmark in the country and is a learning laboratory for the integration of historic preservation and environmental sustainability principles.

During council's February 1 regular meeting and February 8 study session, the CCA introduced its Chautauqua 2020 Strategic Plan for the leasehold area. The plan grew out of the Cultural Landscape Assessment and Plan (CLA) completed in 2004 and other studies prepared for the CCA. The CLA includes a detailed history of the physical development of Chautauqua from 1898, an assessment of the existing conditions at Chautauqua, and a series of recommendations for future improvements. The CLA's purpose is to guide future efforts to meet contemporary needs while preserving and protecting the Chautauqua Park landscape. Four goals are identified in the CLA:

- Preserve historic patterns, features, structures, and vegetation;
- Restore and rehabilitate significant features;
- Integrate new facilities within the historic patterns and character of the site;
- Balance new uses with the site's ability to accommodate them.

Historic Preservation

The Chautauqua Park Historic District is designated as a local landmark district, listed in the National Register of Places, and designated a National Historic Landmark (NHL). Any exterior alterations to buildings or features in the historic district requires approval by the Landmarks Board. The Chautauqua Park Design Guidelines (<http://www.bouldercolorado.gov/files/PDS/historicpres/pdfs/chautauqua.pdf>) are used to guide appropriate alterations to the buildings and site that preserve and enhance the historic district. The guidelines identify the design elements that are important in reviewing the appropriateness of proposed alterations. General provisions in the guidelines include:

- Public improvements are especially important to the character of Chautauqua and include such elements as streets, public parking, curbs, gutters, stone walls, benches, street lights, water fountains, landscaping, and signs.

- Chautauqua's public buildings are significant landmarks and their original appearance should be as carefully preserved as much as possible, and any changes should be carefully incorporated so they make a minimal impact to the building.
- There are very few locations where a new building of any kind could be added to Chautauqua without destroying the historic integrity and rural character that has been carefully preserved for nearly a century. In general, the addition of buildings to Chautauqua would be inappropriate; however, if for some unforeseen reason the addition of a new public building is considered, the design and siting of the building should be compatible with existing public buildings.

IV. BOARD FEEDBACK

Updates on the Chautauqua 2020 Strategic Plan and the April 12 Council Study Session were provided by staff to the following boards: the Transportation Advisory Board (TAB), the Open Space Board of Trustees (OSBT), and the Parks and Recreation Advisory Board (PRAB). The Planning Board will be briefed at its April 7 meeting and its comments will be forwarded to Council. The Landmarks Board held a special meeting regarding Chautauqua on March 7 and will be reviewing the meeting notes at its April 6 meeting. The Landmarks Board's meeting notes will be forwarded to City Council before the April 12 Study Session.

Staff provided an update to the TAB at its March meeting. The TAB expressed interest in being involved in future processes to be determined by council to provide advice and / or recommendations that would include transportation issues and / or solutions such as parking and traffic management and multimodal connections.

PRAB received a presentation related to the 2020 Strategic Plan from CCA Executive Director Susan Connelly on March 25. Questions from PRAB members related to knowing what the particular areas of responsibility for the site were and a desire to know specific details about the potential impact to transportation at the site if the shelter or trail head was moved. PRAB requested more information and data on numbers of impacted stakeholders and how this would affect park uses and users. In addition PRAB requested analysis of potential impacts and identification of the biggest obstacles with historic preservation. PRAB also wanted to make sure that city staff was involved in the planning process.

The Open Space Board of Trustees (OSBT) received an update from staff regarding the Chautauqua 2020 Strategic Plan on March 9, 2011. The board was informed that council will hear and consider issues relating to the Chautauqua 2020 Strategic Plan at the April 12 Study Session. Although this was primarily intended as an update for the board to hear about the Chautauqua plan and study session, the board did ask specific questions regarding the integration of the Chautauqua plan with the West Trail Study Area work. The board asked to be updated as council considers the questions of parking and access to the open space lands adjacent to the Chautauqua area.

V. ANALYSIS

The Chautauqua leasehold area sits on public land owned by the city. Management of this area is guided by a variety of entities and policies, including the historic district and its associated guidelines; the CCA; the city's lease with the CCA; and the operational practices and policies that guide use and management of the city's park and open space lands. See **Attachment E** for current city maintenance practices. Currently, there is no overall city plan or coordinated policies to guide day-to-day management or the desired long term future of the Chautauqua area that will help inform the next renewal of the lease with CCA (for the years 2018-38).

This section of the memo provides an analysis of key issues related to the use and management of the Chautauqua area and its various components. The subsequent section then identifies three possible options for moving forward to address the key issues as well as the CCA's 2020 Strategic Plan proposal.

Key Question for Council:

Should the city step back and create a community-wide vision and plan for the Chautauqua area first prior to considering the CCA's 2020 Strategic Plan proposal for the leasehold area or move forward to address CCA's proposal?

1. Goal and Objectives for Chautauqua

Staff proposes that the city establish the following goal and objectives to guide any process moving forward.

Goal:

Create a shared community vision for Chautauqua for the year 2040 that provides for its continued preservation and determines what physical changes might be appropriate. This vision is critical in balancing the multiple uses of this cherished place, while ensuring a high quality visitor experience for all users that protects it for the enjoyment of future generations. This includes addressing the following objectives grouped into four identified themes: Preserve, Balance, Provide Access, and Manage.

Objectives:

Preserve the historic character and resources of the Local and National Historic Landmark District.

Balance uses in a manner that ensures a high quality visitor experience and minimizes impacts to resources and the neighborhood, including:

- *Lodging and event needs of the Colorado Chautauqua Association (CCA)*
- *Chautauqua residents' needs*
- *Parks and Recreation users*
- *Visitors to Open Space and Mountain Parks lands and programs*
- *Preservation of the historic resources*

Provide safe and convenient access for all modes of transportation while minimizing impacts to the surrounding neighborhood, considering:

- *all users – residents, those coming to the park to an event, to hike*
- *appropriate parking supply and parking management for the site*
- *Impact to adjacent residential neighborhoods*

Manage and prioritize the uses in a more coordinated and integrated manner:

- *devise management strategies that respect and balance uses*
- *management strategies may include coordination mechanisms, programmatic changes, and parking management*

Question for Council:

Does council have feedback or questions on the proposed goal and objectives?

2. Access and Parking

The Chautauqua area's location means that access to the site occurs primarily through motor vehicle travel, creating demand for parking that greatly exceeds the supply during peak days and times of the day. A number of access issues are created by this situation, including the following:

- a. There are concerns from residents living in the Chautauqua leasehold about overflow parking in their neighborhood.
- b. There are concerns from some surrounding neighborhoods (University Hill and the neighborhood east of Chautauqua) about overflow parking on their neighborhood streets.
- c. At certain times of the day, the lack of parking supply appears to result in drivers circulating through the Chautauqua site looking for parking spaces. This circulation increases congestion and the potential conflict between motor vehicles and pedestrians.
- d. One location that accommodates a lot of Chautauqua overflow parking is Baseline Road. Vehicles often park on the south side of Baseline Road, adjacent to the site. Since there is no sidewalk on the south side of Baseline Road, the vehicles' occupants walk in the roadway until reaching one of Chautauqua's two access points. Since the speed limit is 30 mph, there is potential for motor vehicle traffic traveling downhill to conflict with pedestrians. While this has not resulted in any serious accidents to date, this is a safety concern and city staff is exploring options to minimize the potential for conflict between pedestrians and vehicular traffic on Baseline Road.
- e. Another concern on Baseline Road is the two pedestrian crossing treatments in place at the two access points to Chautauqua. Individuals parking in the neighborhood north of Chautauqua and residents living in that neighborhood and visiting

Chautauqua all cross Baseline Road as pedestrians to access the Chautauqua site. However, compliance with drivers yielding to pedestrians in these crosswalks is relatively low.

Lease provisions pertaining to traffic and access

Provisions within the current lease recognize the issues related to the absence of an existing residential parking scheme for the leasehold area and that a solution to the problem requires the creation of a residential permit parking system or a similar plan to ensure that each cottage has a reasonably convenient on or off street parking space. Toward that end, the lease reflects a commitment that the parties will work together on a plan. A plan does not currently exist.

Separate from the lease provisions described above, there are two parking management components within the Chautauqua area that are described below.

- **Special Events Parking:** Each year, the CCA and/or the Colorado Music Festival apply for a "Special Event Permit" from the city for its scheduled events. The permit covers all of its musical events in the auditorium. There are a number of different conditions and requirements placed upon them for this permit, each associated with a different city department's need.
- **Parking in general:** During the summer of 2010, CCA implemented a daytime parking management plan by posting signs at the entrance(s) to the Park discouraging people at all times from parking in the leasehold area. "Courtesy Notices" were placed by CCA staff on vehicles that parked in the leasehold area. It does not appear that these actions were associated with any special event permit.

Short and Long Term efforts

As staff from both the city and CCA continues to work on these two components, both CCA and the city have agreed to the following for the summer of 2011:

- The daytime parking management plan implemented by CCA in summer 2010 will not be utilized in 2011.
- The following will be conducted to capture existing conditions and provide valuable background data for crafting access management strategies and decision making:
 - The city will collect traffic counts at locations entering, exiting, and internal to the Chautauqua site.
 - In conjunction with CCA's consultant (Fehr and Peers), historic, recently collected, and 2011 summer data on traffic volume and utilization data reflecting conditions both in Chautauqua and the surrounding neighborhood will be analyzed.
 - Additional parking utilization and parking duration data will be collected during peak access times using the city's license plate recognition technology.
 - An intercept survey of Chautauqua users, be developed through collaboration between CCA and city staff, will be implemented to ascertain information such as reason for coming to Chautauqua, method of transportation, duration of stay, where they park, etc.

In addition, the city has identified the following projects related to traffic and access for consideration on both a short and long term basis:

Short term

Study the Baseline Road corridor adjacent to Chautauqua to determine what, if any, short-term improvements could be made. Specifically evaluate the following:

- the 30 mph speed limit adjacent to the Chautauqua site;
- existing pedestrian crossing treatments across Baseline Road and onto the Chautauqua site;
- safety impacts of parking on Baseline Road, including parking in the bike climbing lane during summer months; and
- alternatives for constructing a sidewalk along the south side of Baseline Road, adjacent to the Chautauqua site.

Possible Long term projects include:

- Evaluate the feasibility, cost and implementation issues associated with constructing a sidewalk along the south side of Baseline Road, adjacent to the Chautauqua site or adjacent open space.
- Based on a prioritized Management plan create an “Access Management Plan” for the Chautauqua area.

Question for Council:

Does council have any feedback or questions on the parking and access issues?

3. Potential Regulatory Issues

The CCA’s 2020 Strategic Plan for the leasehold area proposes the construction of a new building and relocation of the existing picnic shelter. The regulatory issues below identify the city processes that would be required to approve the proposal.

Lease

- Since the current lease does not address new construction or moving structures, a **lease amendment** by City Council is required to approve new construction / moving contributing buildings, and may be required to address parking issues.

Landmarks Board:

- **Potential amendment of ordinance creating Landmark District** to more clearly articulate the important historic features within the historic district to help guide future evolution of the area (this might be a late action item following decisions relating to Chautauqua’s 2020 Strategic Plan)
- **Revisions to the design guidelines** - The current design guidelines do not contemplate new buildings at Chautauqua:

“...there are very few locations where new building of any kind could be added without destroying historic character and historic integrity... In general the addition of buildings to Chautauqua would be inappropriate... if for some unforeseen reason, the addition of a new public building is considered in the future, design and siting should be compatible with existing buildings... any new building requires public hearing before the Landmarks Board...”

Therefore, if new construction is determined to be appropriate in the Chautauqua Park Historic District, the design guidelines will need to be amended to address where new construction might occur and develop guidelines to ensure that it is appropriate. Issues such as the following would need to be considered:

- a. What is a reasonable level of physical change in the Chautauqua Park Historic District?
 - b. Should new free-standing construction be considered in the historic district?
 - c. While generally not a recommended historic preservation approach, there may be instances where the relocation of historic buildings and structures may be unavoidable. If relocation of historic structures or buildings may be appropriate, design guidelines should be developed to guide such reviews by the Landmarks Board.
 - d. Are there other suggestions for what should be considered by the city in assessing future physical changes at Chautauqua?
- A **Landmark Alteration Certificate** is required for new construction, relocation of buildings, alterations to existing buildings:

Planning Board

- Since Chautauqua is considered a “governmental facility” subject to use review, a **Site and Use review amendment for a non-residential use in a residential zone** would be required to construct a new non-residential building.

Parks and Recreation Department

The proposed relocation of the Arbor picnic shelter, which is owned by the Parks and Recreation Department, would require approval by the Parks and Recreation Department and review by the Parks and Recreation Advisory Board. If it is determined that the shelter could or should be moved outside of the leasehold area and into the park area, Parks and Recreation staff would be responsible for determining the shelter’s use (open use, reserved picnic use, weddings and other gatherings) and completing a site analysis to determine the best location for the shelter. Access, daily cleaning, maintenance, periodic repair and upkeep of the shelter as well as the determination of appropriate fees and scheduling for public use will be part of the evaluation.

Open Space and Mountain Parks

The CCA’s 2020 Strategic Plan proposes consideration of the relocation of McClintock trailhead to the east parking lot adjacent to the park. Currently, half of this parking lot is inaccessible for public use when the CCA reserves it for event uses; however, the other half provides excellent access to the park, specifically the tennis court and playground. Parents and caregivers of small children appreciate the convenience and safety of the east

parking lot. This potential trailhead relocation would require approval by the Open Space and Mountain Parks Department and review by the Open Space Board of Trustees. At this time, the department's position is to leave the trailhead in its current location.

Transportation Advisory Board (TAB)

TAB would be involved in the review and recommendation of a parking access management plan or neighborhood parking permit plan (NPP).

Question for Council:

Does council have any questions on the regulatory process?

4. Ongoing Management Efforts Between the City and CCA

The respective staffs from the city and CCA are working together to address existing conditions and issues in the following three areas: access management, coordinated program management, and park management. In addition, **Attachment D** includes a summary of current city maintenance practices at Chautauqua.

Access management

Access management covers *how* people access the Chautauqua area by car, transit, bike or as a pedestrian and the associated infrastructure (parking spaces, sidewalks, etc), and how these modes can be managed to balance access for all users. This can be thought of as dealing with the “**supply**”. A coordinated program management strategy will focus on the reasons *why* people come to ‘Chautauqua the place’ (hiking, picnicking, participating in programs and camps, attending events, eating at the dining hall), evaluate which activities are closely related to the essence of the Chautauqua area and which activities could happen elsewhere or are a lesser priority.

The effort will explore management strategies that will work to balance all of the demands on the infrastructure and resources while ensuring the quality of the visitor experience. This can be thought addressing the “**demand.**” It is important that both of these initiatives – the access management and the coordinated program strategy – be considered simultaneously as they address both supply and demand. Considered separately, the solutions would be ineffective at arriving at a comprehensive, sustainable solution.

A number of existing access management efforts will continue into 2011:

- The CCA and the Colorado Music Festival (CMF) will continue to provide HOP shuttle service between the downtown and the Chautauqua area on event nights
- Staff from the CCA and the CMF will continue to manage parking in the Chautauqua area and in the leasehold area during special events as part of their Special Event Permit
- Parking along the north side of Baseline in the bike climbing lane will continue to be allowed during summer month evenings.

As stated in the previous access and parking section, CCA posted signs at the entrance to the leasehold area in 2010 and used flyers, each of which were intended to discourage vehicles from parking in the leasehold without one of their resident permits. CCA has determined that these daytime parking management efforts will not be used in 2011 in hopes of establishing a consensus baseline of data in the Chautauqua area that will inform the development of area-wide access management options.

Coordinated Program Management Strategies

People come to the Chautauqua area for many reasons. The CCA and city will conduct an analysis of all events that take place within the Chautauqua area and their impact on resources, access and the quality of the visitor experience, with the goal of establishing reasonable thresholds of use that will not overwhelm the resources of the area. The analysis will include a number of short and long term efforts outlined on pages 11 and 12.

Park Management Strategies

Currently, the Parks and Recreation Department does not charge fees or require reservations for use of the Chautauqua Green by groups, camps, weddings and parties. Consequently, the current first-come-first-served use of the area can lead to potential visitor conflicts. In an effort to minimize this potential, the department is proposing to initiate a fee starting in 2012 for all extended use commercial day camp users, weddings and dozens of other large group events held on the Chautauqua Green each year.

As the department continues to implement new best practices, including revenue considerations throughout the system, it is anticipated there will be impacts on the management of Chautauqua Park. In close cooperation with the CCA and other involved city agencies, the department will continue to coordinate on various issues including irrigation schedules, storm water mitigation efforts, bathroom maintenance, Integrated Pest Management, flower and landscape plantings, and other conservation efforts.

VI. OPTIONS

As outlined in the purpose section of this memo, and on page 9, the threshold question for council is whether the city should step back to create a community-wide vision and plan for the Chautauqua area first, or move forward to address the CCA's 2020 Strategic Plan proposal for the leasehold area. In the event council determines that a community vision and plan for the entire area is the first step to take, option one described below addresses an approach to achieve that. In the event council determines that the CCA's 2020 Strategic Plan for the leasehold area must move forward, options two and three detailed below address ways to achieve that. A chart comparing the key elements of the options may be found in **Attachment F**.

Option 1: Create a Master Plan for the Chautauqua area (Chautauqua 2040)

The master plan would encompass the National Historic Landmark District including Chautauqua Park lands and the leasehold area as well as Open Space and Mountain Park "gateway" lands. It would look ahead to 2040 to help inform the next renewal of the lease with CCA (for the years 2018-38) and focus on future uses within the Landmark District and consider access and management activities implicated by activities in all of the areas included in the master plan. It would also address access and parking issues associated

with OSMP visitor opportunities; however, specific uses and activities on OSMP lands are covered through their Trail Study Planning process. The master plan would:

1. Build on work done to date starting with review of the CLA, other studies, and current policies and practices at Chautauqua, broaden the review and input to the larger community, identify any gaps, and expand the analysis as needed.
2. Identify issues and develop a work plan and schedule.
3. Develop a public involvement plan which will rely heavily on the involvement of existing city boards and commissions, and may include formation of a steering committee composed of council and board members from Planning Board, Landmarks Board, PRAB, and OSBT. The steering committee would work closely with an interdepartmental staff group led by Community Planning and Sustainability, with individual members keeping boards informed and involved. The steering committee would advise staff on the public process, act as a sounding board, and provide input in development of the Master Plan and access management plan.
4. Establish a shared community vision, goals and objectives to guide the preservation and appropriate evolution of the Chautauqua area over time.
5. Develop, analyze and evaluate options for the future character, type, location and intensity of use, and access.
6. Select and refine the preferred option.

Option 1 would also include the following plan components:

- a. A land use and building plan that builds upon the existing CLA. It would start from a review and evaluation of the CLA and identify any shortcomings. It would identify the type and amount of change that is appropriate, whether or not new construction is appropriate, and if so, where (including evaluation of alternative locations), as well as other relevant issues.
- b. Access management plan¹
- c. Suggested revisions to the design guidelines.
- d. An integrated program management strategy including appropriate coordination of uses and activities within the Chautauqua area to ensure an appropriate balance of use, mitigation of impacts and sustainability of Chautauqua as a cherished community resource.

The master plan would be reviewed by all of the relevant boards and accepted by the City Council. The Landmarks Board would recommend changes to the designating ordinance and approve changes to the design guidelines. Regulatory review for new construction to occur after completion of the plan, see Potential Regulatory Issues on pages 13 – 14.

¹ Access Management Plan: a comprehensive approach covering existing and future access to the site for all modes of transportation including pedestrian, bicycles, transit, and vehicular. The area covered would include the Chautauqua area and the surrounding neighborhoods. The plan components would consider parking supply and management, travel demand management strategies including the potential for additional transit and infrastructure improvements including Baseline and how they would work together to achieve the goals for the area.

The master plan process is estimated to take approximately 18 months and would be followed by a regulatory review process (the specifics of which would depend upon the outcome of the master planning process) estimated at 6-8 months.

Option 2: Move forward to address CCA’s 2020 Strategic Plan requests through city regulatory processes

This option would consider the CCA’s 2020 Strategic Plan and CLA as proposals to be reviewed using the existing regulatory framework:

- Planning Board would determine whether new construction meets the use and site review criteria.
- Landmarks Board would determine whether changes to the design guidelines and designating ordinance are appropriate, and would need to approve a Landmark Alteration Certificate (LAC) for any new construction, additions, or relocations.
- City Council would have the final approval through its authority to call up the LAC, site and use reviews, approval authority over changes to the designating ordinance, and approval of changes to the lease.

The specific required approvals are listed below followed by one scenario for how these decisions might be sequenced, although the specific sequencing of actions could vary and would need to be determined. In addition, only the regulatory approvals are outlined below. Depending on the specific item being considered, various departments and boards including the Open Space Board of Trustees, Parks and Recreation Advisory Board, and Transportation Advisory Board would be involved. The specific sequence of actions outlined below would start with some steps focused on the planning needed to provide appropriate policy direction for the review of development applications.

1. Landmarks Board would:

- Review the CLA and identify where the assessment is adequate and any shortcomings, gaps, needed information and analysis. City and CCA staff would address identified shortcomings and return with a revised CLA, recommended changes to the designating ordinance for the Chautauqua Local Landmark District, and identify recommended changes to the design guidelines. Public feedback on all of these items would be obtained through comment, meetings or other tools.
- Make a recommendation on the CLA, recommend changes to the designating ordinance, and consider changes to the design guidelines.

2. Planning Board would consider any new construction and/or relocations through approval of a site and use review. The CLA and recommended changes to the ordinance and design guidelines would be considered in review of the use and site review. The board’s review would address general design considerations and impacts of use.

3. Landmarks Board would consider approval of a LAC for any new construction, relocation or additions. The board’s review would address design and architectural character of the historic district.

4. City Council would have oversight through its authority to call up the LAC and the site and use reviews.
5. Access issues would be addressed in conjunction with CCA through the above processes using existing tools and programs such as parking management – Neighborhood Parking Permit program, time limits and charging for parking; travel demand management strategies; and traffic mitigation improvements within the existing staff work plan schedule. This approach would be more piecemeal and would lack a coordinated approach.
6. City Council would approve changes to the lease after all of the above have been considered. This may happen concurrently with consideration of other items such as changes to the designating ordinance.

This option is estimated to take approximately 18-24 months

Option 3: Expedited process to address Chautauqua’s Strategic Plan request

This option, a condensed version of Option 2, would have a proposed streamlined process come to City Council for consideration as a next step. The City Council would adopt by ordinance a revised process that provides for input from the relevant boards, with the City Council making the decisions. Such an ordinance could lay out the specific items that are approved and the areas that will need further review and approval. This is modeled on the approach City Council utilized in approving the relocation of the Grandview bungalow in 2001 where an ordinance was passed that approved the relocation and waived use or density requirements that would prevent the addition of two additional dwelling units (only one was actually moved to Chautauqua). The Landmarks Board and the Planning Board considered the proposed relocation and ordinance prior to council action.

This option is estimated to take approximately 12 months.

Question for Council:

Does council have any feedback or questions on the options?

Staff Recommendation

Staff proposes to move forward with Option 1 that would include two phases:

- Phase I, the master planning process, build on the CLA and include development of a coordinated program management strategy and an access management plan.
- Phase II would include the Development Review elements of Option 2. The specific proposal that would be reviewed will depend upon the outcome of Phase I.

This approach would have the advantages outlined below. It would:

- include development of a community vision and plan to guide future decisions to the year 2040;
- build on work already completed by CCA on the CLA;

- include both a coordinated management strategy and an access management plan. An access management plan would not be sustainable without consideration of future uses as determined through a comprehensive management strategy.

The overall process is estimated at 24 – 26 months, with plan development estimated at approximately 18 months, followed by the development review process at approximately 6-8 months.

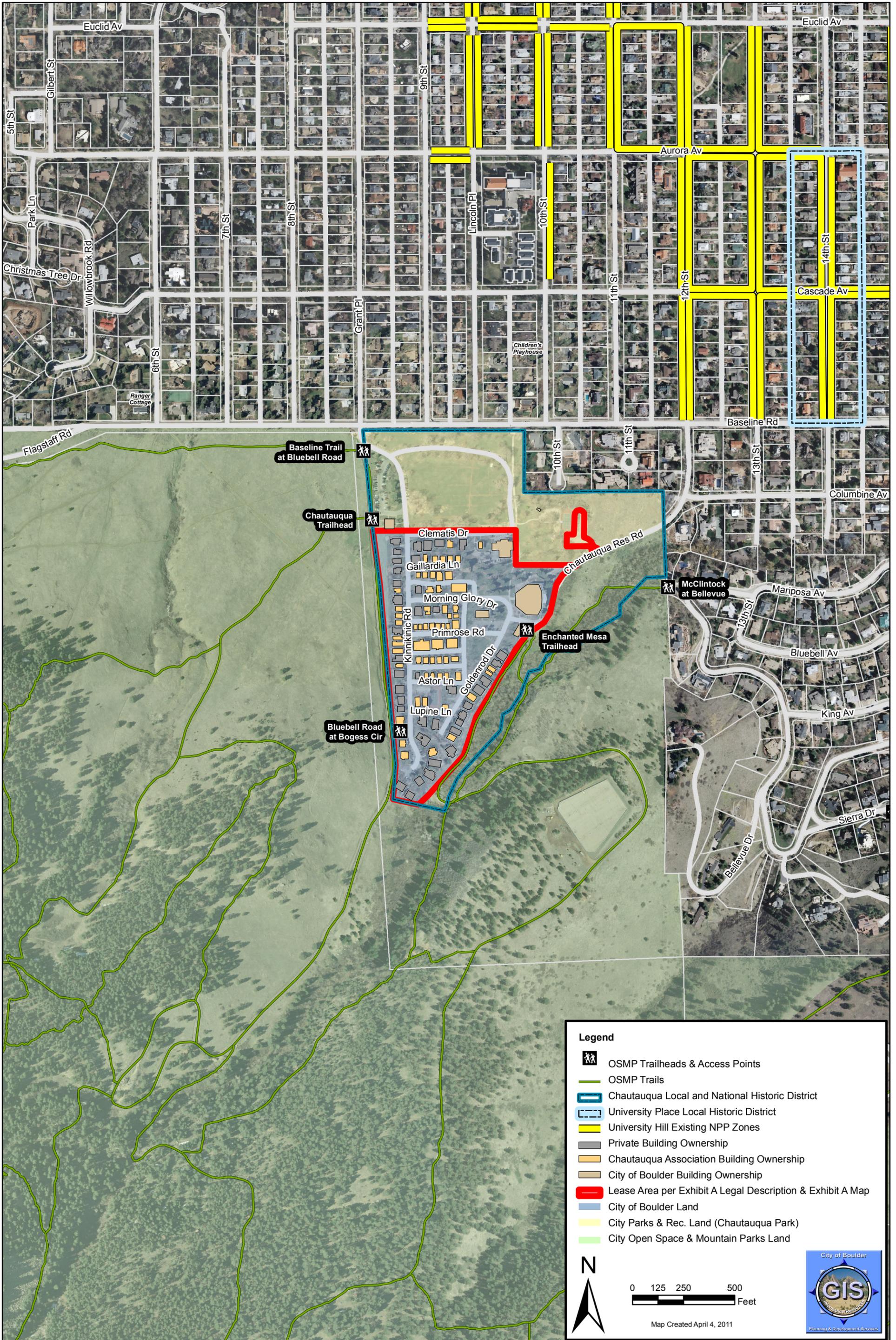
VI. NEXT STEPS

Council is aware of the fact that the current 2011 proposed work plan already includes a multitude of issues requiring staff resources and is not sustainable. None the less, staff does believe the recommendation is the most appropriate course of action. If council agrees with this direction, a more detailed description of the work effort including staff and consultant resource needs, and how it relates to other initiatives can be presented at the June 16 Study Session when Council will check in regarding the sustainability of the 2011 Work Plan.

ATTACHMENTS

- A. Chautauqua Area Map
- B. Chautauqua Map
- C. Lease summary
- D. Lease
- E. Current city maintenance practices
- F. Comparison of options

Chautauqua Area Map



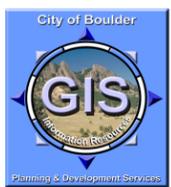
Legend

- OSMP Trailheads & Access Points
- OSMP Trails
- Chautauqua Local and National Historic District
- University Place Local Historic District
- University Hill Existing NPP Zones
- Private Building Ownership
- Chautauqua Association Building Ownership
- City of Boulder Building Ownership
- Lease Area per Exhibit A Legal Description & Exhibit A Map
- City of Boulder Land
- City Parks & Rec. Land (Chautauqua Park)
- City Open Space & Mountain Parks Land

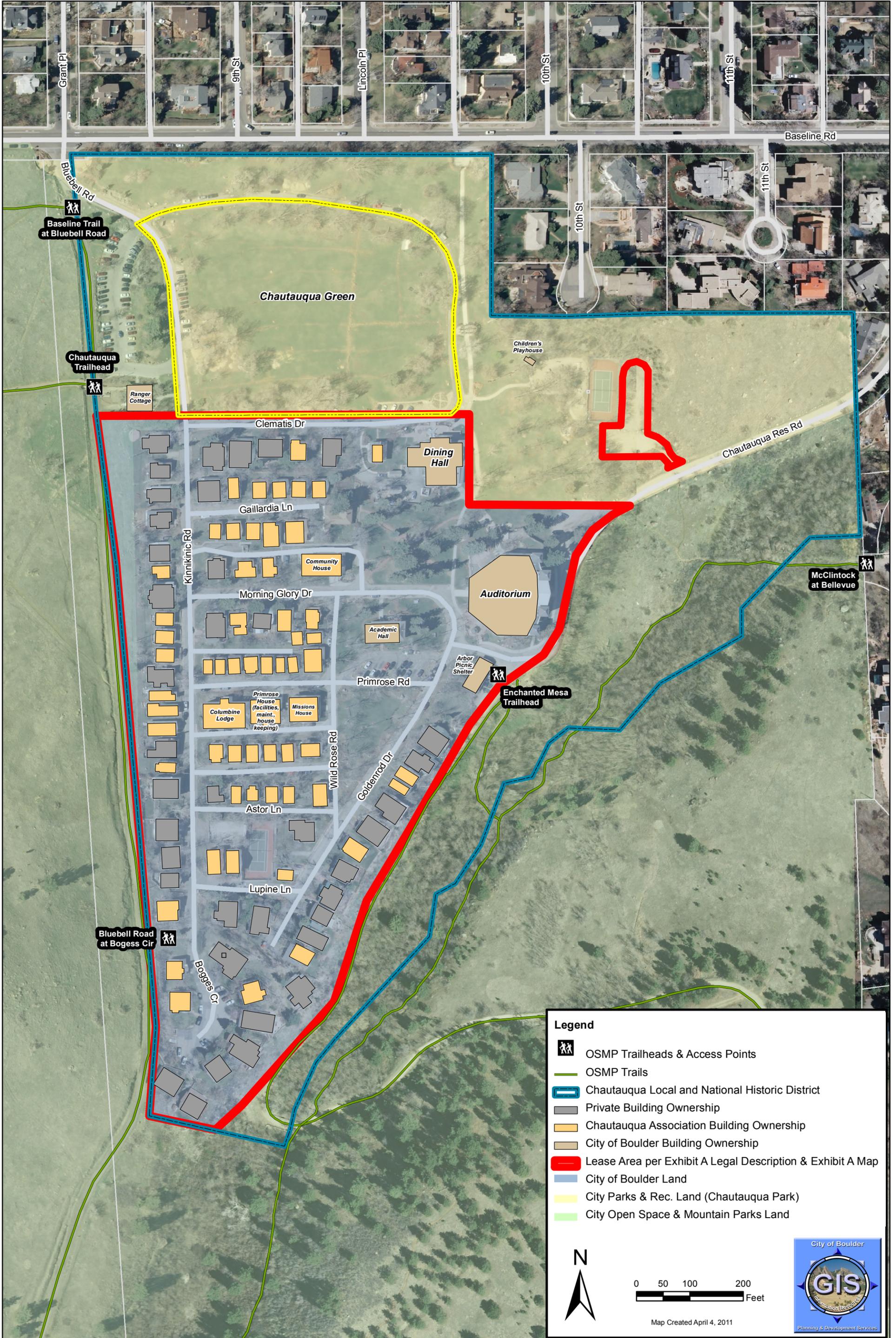


0 125 250 500 Feet

Map Created April 4, 2011



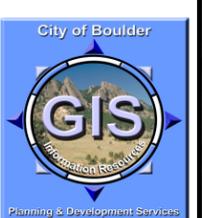
Chautauqua Map



- Legend**
- OSMP Trailheads & Access Points
 - OSMP Trails
 - Chautauqua Local and National Historic District
 - Private Building Ownership
 - Chautauqua Association Building Ownership
 - City of Boulder Building Ownership
 - Lease Area per Exhibit A Legal Description & Exhibit A Map
 - City of Boulder Land
 - City Parks & Rec. Land (Chautauqua Park)
 - City Open Space & Mountain Parks Land



Map Created April 4, 2011



Summary of Lease

BACKGROUND: The current lease was originally adopted in 1998. It was modified in 2002 to allow the Association to pledge up to \$1 million of real property and buildings and improvements to be used to collateralize loan or loans for capital improvement purposes. Lease does not address new construction and CAO has determined that an amendment to the lease would be required.

TERM:

- 20 years
- Commenced January 14, 1998
- Expires January 14, 2018

RENT:

- Due October 1, of each year.
- \$2000 paid in lieu of property taxes
- \$2500 for the Use

RESPONSIBILITIES:

Association's Obligations:

- Maintenance for all city buildings and structures shown on map in blue
- Association can remodel/improve those buildings
- Association schedules summer entertainment

City's Obligations:

- Maintenance for restrooms below Dining Hall
- Provide city services such as police, fire
- Maintenance of public streets and public utilities
- Plant screening landscaping around the parking lot parcel (dirt parking lot east of tennis courts)
- Replace wood roofs on Dining Hall and Auditorium (stage roof only) before or by 2014, if Association cannot secure grant funding (Association has secured state historical funds for this purpose)

TRAFFIC CONTROL AND PARKING:

- Association has right to deny or regulate vehicle entry into the Park from Baseline and/or 12th Street but only if the available parking spaces are filled or close to being filled.
- Once filled or close to being filled, the Association can direct traffic to available parking on the north side of Baseline and 12th St., and will otherwise use its best efforts to minimize the impact of parking and traffic in the residential neighborhoods adjacent to the park.
- Association has right to impose parking fees
- Parties agree to work towards the adoption and implementation of a residential parking permit system or similar plan which assures each cottage occupant convenient on/off street parking space

PERMITTING:

- Parties to develop a mutually agreeable process for permitting of events

REPORTING OBLIGATIONS:

- Association shall provide annual report to city by March 1 - report to include:
 - Reporting on number, type of performances, attendance figures
 - Attendance figures, number of city resident served, number of free program admission for community organizations
 - Description of outreach programs to diverse populations
 - Number and types of partnerships with other art/cultural organizations

COVENANT NOT TO INCUR LIENS:

- Association cannot incur liens on property in excess of \$1 million

LIMITATIONS OF SUBLEASES:

- Subleases between cottage owners and Association must contain provisions conditioning any assignment of the sublease to approval by Association
- Upon termination of any sublease, the cottage owner must remove any improvements otherwise they become property of the Association
- Subleases can be transferred to other cottage owner family members but the Association has first right of refusal on transfers made outside the family

MISCELLANEOUS PROVISIONS

- Association to carry liability insurance on real property
- Association to indemnify city
- Association to assume duties imputed to city in care of public buildings
- Inspection of books provided to city
- Contains standard lease provisions regarding venue, governing law, severability, etc.

LEASE

THIS LEASE, made and entered into this 20th day of August 2001 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 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

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, 2001; 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;

NOW, THEREFORE, the parties hereby agree as follows:

1. TERM. The City hereby leases the real property described in Exhibit A attached hereto to the Association for a period of twenty years beginning January 14, 1998. 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 1 of every calendar year during the term hereof a sum of money calculated as follows:

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. 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 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. 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, to the area described in Exhibit A, and shall assume the maintenance of the 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

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.

4. **BY-LAWS AND ARTICLES OF INCORPORATION.** Throughout the term of this Lease, two-fifteenths (2/15) of the Association's Board of Directors shall be appointed by vote of the City Council.

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. 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 AND PARKING. The Association shall have the following rights and powers with respect to entry into and parking within 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 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 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.

The Association and the City agree that the absence of a dependable and coherent residential parking scheme 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.

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 on the leasehold described in Exhibit A or on any of the buildings or improvements located thereon not owned by the City, shall obtain proper bonds to insure against any such liens and shall post the land prominently to indicate 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 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. 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. The Association and the City shall develop a mutually agreeable process for sharing information concerning planned activities and events in the park adjacent to the real property 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.

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 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 also submitted to the City. 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 and 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 C. 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 on 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.

(vi) 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.

Nothing in this Section 14 shall prohibit the Association and the owner from agreeing to provisions in their 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. 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.

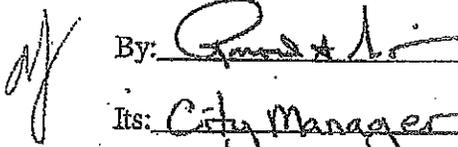
16. MISCELLANEOUS.

- 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.
- 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.

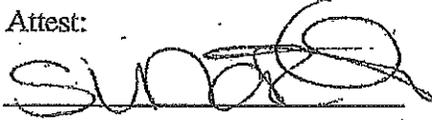
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and
year first above written.

CITY OF BOULDER

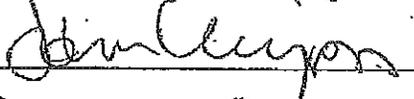
By: 

Its: City Manager

Attest:

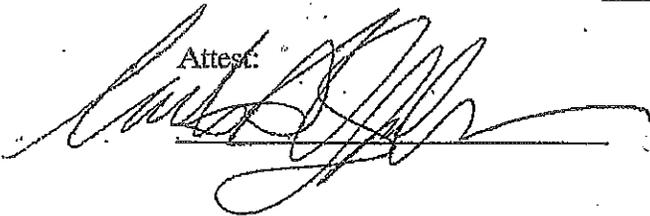


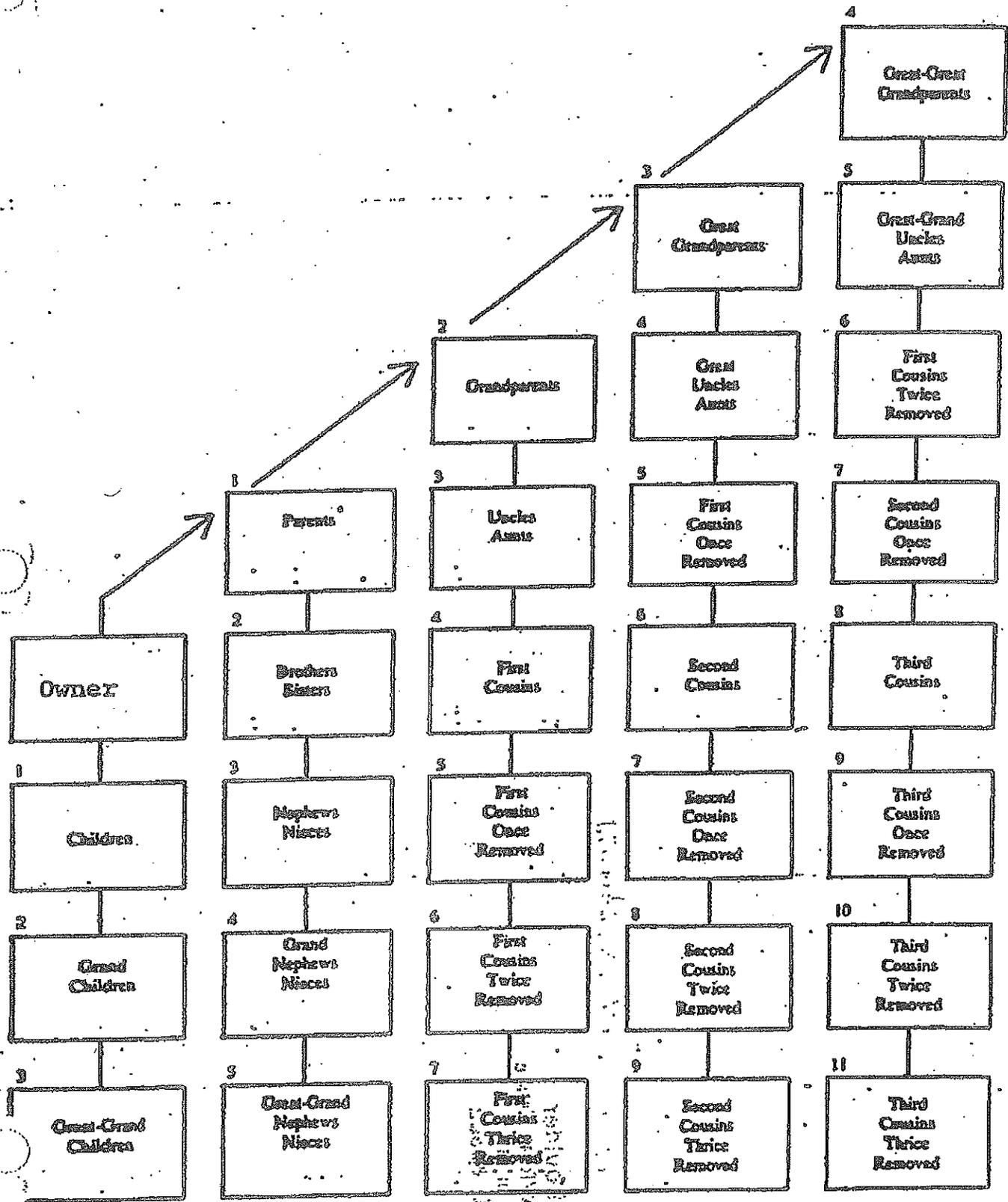
THE COLORADO CHAUTAUQUA ASSOCIATION

By: 

Its: PRESIDENT, BOARD OF DIRECTORS

Attest:





Figures show degree of Relationship/all Relationships include relationship to Owner by marriage or adoption
EXHIBIT B

EXHIBIT A

Commencing at a point along the East edge of Bluebell Road
490'± South of the intersection of Bluebell Road and Baseline
Road;

Thence East, 690'± along a line described by the North edge of
Clematis Road;

Thence South, 170'± along a line parallel to and 10'± East of
the East side of the Chautauqua Dining Hall;

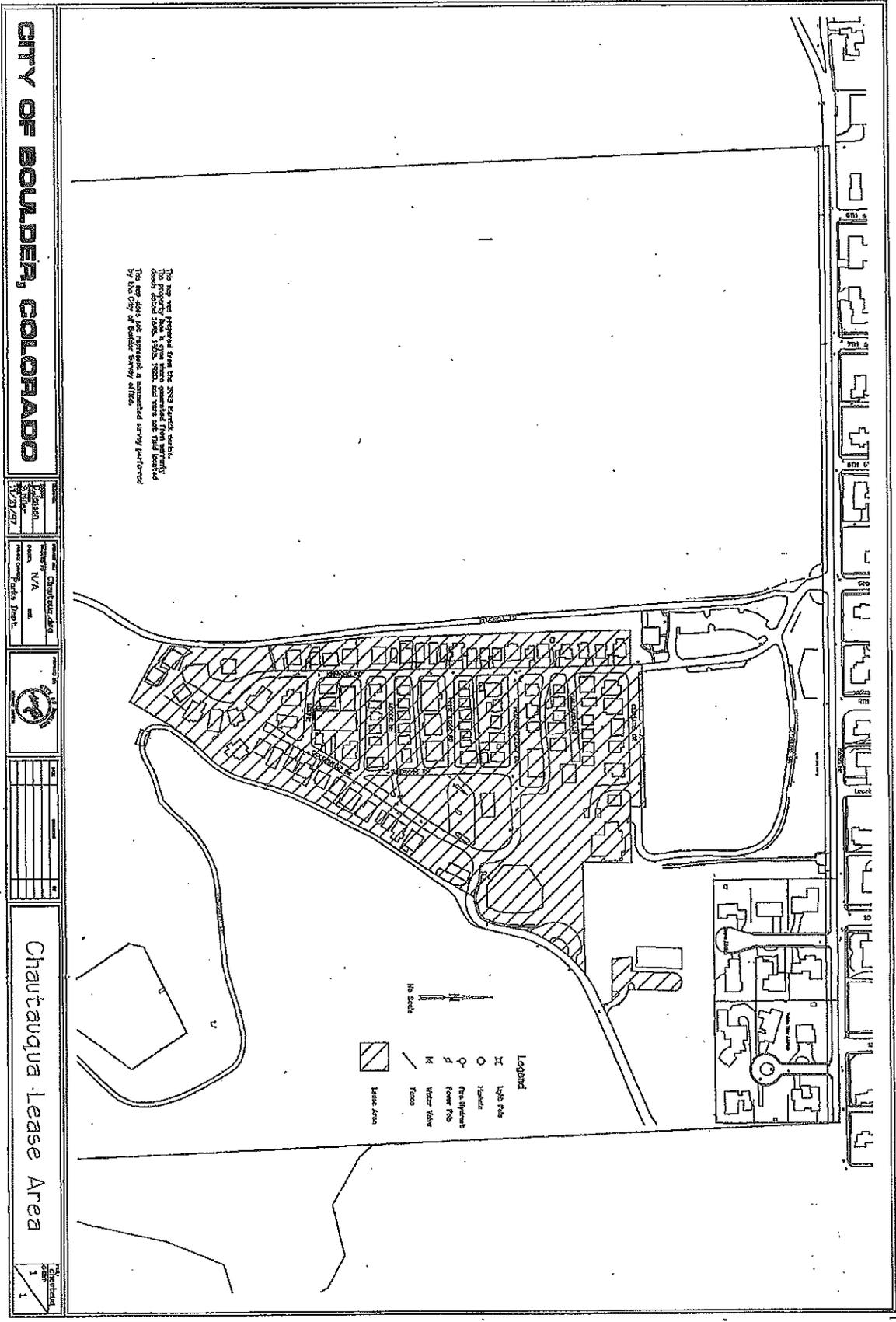
Thence East 300'±; along a line parallel to and 95'± North of
the North side of the Chautauqua Auditorium;

Thence South West, 1,400'± along a line described by the West
edge of Chautauqua Reservoir Road;

Thence West, 150'± to the East edge of Bluebell Road;

Thence North, 1,400'± to the point of beginning.

Exhibit A



Chautauqua Maintenance
Summary of City Practices

Roadway maintenance work provided at Chautauqua by the Parks and Recreation Department is as follows:

- Snow plowing of the entire perimeter road and parking areas around the Chautauqua Green, including; Kinnikinic Road south from Baseline to Clematis Drive, east on Clematis Drive and around the circle south and west on Sumac Drive, back to Kinnikinic, and
- All road and parking lot maintenance and repair, overlays of failed surfacing, and drainage improvements.
- Currently, Clematis Drive is part of the CCA lease area while the other roads described above are located outside of the lease area.

Landscape maintenance provided in the Chautauqua lease area by the Parks and Recreation Department is as follows:

- All shrub and flower bed planting and maintenance in front of the Chautauqua Dining Hall, including the two shrub and perennial landscape beds along Clematis Drive and the three raised annual flower beds located on the Dining Hall plaza area (CCA has provided funds to purchase the annual flowers in the past).
- Provide turf maintenance for the lease area directly north of the Auditorium.
- Tree pruning off of the overflow parking lot to prevent branches from damaging the fence or impeding play at the city tennis court.
- Irrigation water for the area around the Auditorium and maintenance for the shared irrigation backflow system. Parks staff works with CCA staff to coordinate the watering schedules to ensure effective watering.
- Sidewalk plowing of the north/south walk running from Morning Glory Drive along the west side of the Auditorium, the east side of the Dining Hall, to Clematis Drive.
- Trash and litter removal from the south portion of the overflow parking lot located on the east side of the city tennis courts.
- Cleaning and maintenance of the restrooms located below the Dining Hall, including extra cleanings to accommodate seasonal special events.

Roadway maintenance work provided at Chautauqua by the Public Works Department is as follows:

- Snow plowing of the perimeter roads in and out of the Park - Kinnikinic Road south from Baseline to the terminus at Bogges Court and Lupine Lane east to Goldenrod Drive, returning to Baseline along on the Chautauqua Res Road and 12th Street, and
- Minor asphalt repairs - pothole patching and minor, thin (1" - 2") overlays of failed surfaces along the roads that are plowed.

Utility maintenance work provided at Chautauqua by the Public Works Department is as follows:

- Water mains are located in several roadways and are connected to public buildings and the private residences through service lines. Fire hydrants provide fire protection. Water meters are remotely read.
- Preventive maintenance of water main line valves and fire hydrants occurs on a 1-3 year interval and fire hydrants are flushed when serviced or as necessary. Corrective maintenance occurs generally on an as needed basis and includes the repair of water main, service lines, valves, fire hydrants and meter pits.
- The waste water sewer mains are located in several roadways and merge into one line that runs north under the park to a collector main on Baseline. Several sections of pipe have been rehabilitated with CIPP (Cured in Place Pipe) over the years. Maintenance is generally performed every 5 years and includes a minimum of CCTV (Closed Circuit TV) inspection with annual maintenance work program based on inspection needs.
- Swales collect storm water on the south end of the lease area. There are several catch basins and culverts collecting storm water in the lower loop road around the park that then drain out into a collector storm water main on Baseline Road. Maintenance of the piped storm water system is provided as necessary and includes a minimum of CCTV (Closed Circuit TV) inspection every 5 years with annual maintenance work program based on inspection needs.

Visitor and facility maintenance work provided by Open Space and Mountain Parks

- Maintenance, plowing and resurfacing of Bluebell road
- All trails and trailheads leading into and out of the Chautauqua
- McClintock trailhead
- Ranger Cottage building which includes public restrooms and building maintenance
- Snow plowing and resurfacing for the western parking area in front of the Ranger Cottage
- All landscaping west of Kinnikinic road and north of the ranger cottage including the native plant garden in front of the Ranger Cottage.
- All information and way finding signs at Ranger Cottage and at trailheads
- Placement and servicing of all waste receptacles at all access locations
- First responder for all accidents, injuries and wild land fires that occur in this area
- Traffic and crowd control for visitors to this area on busy weekends and large holiday events such as the 4th of July.

Chautauqua Study Session – April 12, 2011

Option Comparison

| Components of the Options | Option 1. Create a Masterplan for Chautauqua | Option 2. Regulatory Process | Option 3. Expedited Development Review Process |
|--|--|---|--|
| Create a shared community vision | √ | | |
| Time | 18 months plus 6 to 8 months for condensed regulatory process | 18 to 24 months | 12 months |
| Public Process: (City Council as overarching decision maker) | Use existing boards; create a steering committee | Public hearings | Public Hearings |
| Access Issues | Comprehensive access management Plan including all modes; Chautauqua and surrounding neighborhoods; parking supply and management | Piecemeal approach to access management | Piecemeal approach to access management |
| Management Strategies | Coordinated program management strategy | Data analysis: attendance, events, transportation modes | TBD |
| Study Area | For future uses: the National Historic Landmark District; for access and management activities, the Chautauqua area including OSMP “gateway” lands | National Historic Landmark District | National Historic Landmark District |
| Regulatory Process : | | | |
| Revisions to the Lease: (CAO) | √ | √ | √ |
| LAC, Revisions to the Design Guidelines: (LB) | √ | √ | √ |
| Development Review: Site and Use Review (PB) | √ | √ | √ |