



Boulder Parks & Recreation

Boulder Reservoir and Driftwind Restaurant

SUMMARY:

This item provides a summary of Boulder Parks and Recreation (BPR) efforts to address neighbor concerns about the new hospitality partnership and Driftwind Restaurant at the Boulder Reservoir. While all activities align with the Parks and Recreation Advisory Board (PRAB)-approved vision established in the 2017 Boulder Reservoir Visitor Center Concept Plan and all relevant city code and ordinances, BPR addressed feedback and questions about perceived negative impacts from the new partnership during Fall 2020 and Spring 2021. BPR engaged with these efforts in attempts to build trust with neighbors and ensure communication with the neighbors and stakeholders at the Boulder Reservoir.

Community concerns have been studied and responded to with adjustments to eliminate or minimize impacts; however, some continued to express worry that activities at the Reservoir will negatively impact the rural character of the area, nearby wildlife, or safety. BPR is committed to fulfilling commitments made and addressing any issues that may arise so that these worries are eased.

BACKGROUND:

The City of Boulder Reservoir (“the reservoir”) is one of the most popular and heavily visited park facilities in the city and region. It is also one of only six northern Front Range facilities supporting water-based and powerboating recreation opportunities and though smaller than other area facilities, the reservoir offers a significant range of services to the community and maintains one of the highest visitation rates of approximately 300,000 per year. The Reservoir has always operated a concessions area near the beach provided by an outside contractor. Prior to the demolition of the previous Bathhouse and Administration Building and patio as described previously, the concessions area was on the ground level and provided a snack bar concessions experience with grab and go food and drinks.

In 2012, [the Boulder Reservoir Master Plan](#) (BRMP) indicated that the most critical facility serving reservoir visitors was needing repairs and renovation, and in 2016, staff began planning for its replacement based on the cost of rehabilitation exceeding that of a new facility. The final concept plan, approved by the PRAB in January of 2017, was developed based on feedback from a cross-section of Boulder community members, reservoir user groups and the PRAB. The details of that process and concept plan may be found [in the PRAB Memo January 2017](#) (starting on page 27).

Through the public process and development of the concept for the new building, BPR talked to the community. Based on that input and policy direction from the Boulder Reservoir Master Plan and Boulder Parks and Recreation Master Plan, these goals were established and approved by the PRAB:

- Extending shoulder season use opportunities of the Boulder Reservoir Regional Park;
- Establishing partnerships with various groups to expand programming and offset construction and operating costs;
- Expanding concessions offerings with possibilities of obtaining a liquor license for the site and for exploring a partnership with a larger scale concessionaire;
- Creating a “welcoming” and “family oriented” design character, promoting a healthy and athletic lifestyle, and focusing on sustainability of the facility; and
- Creating multi-use spaces serving a variety of events across all generations of user groups.

Timeline Overview:

- **2016-2017: Visitor Services Center Concept Plan** developed with comprehensive community engagement and approved by PRAB.
- **2017-2018: Public Private Partnership Exploration and Development** includes listening session with industry subject matter experts for input on opportunities to enhance the visitor experience and a formal Request for Information/Request for Qualifications issued to gather interest/concepts from potential partners. The RFI/RFQ process did not result in a successful partnership, and BPR began soliciting partners through individual negotiations.
- **2018: PRAB** approval of lease, negotiation did not proceed.
- **2019-2020: Negotiations and Lease Development with Dine & Dash, LLC.** with PRAB approval in January 2020 and City Council approval in February 2020.

Beginning in September 2020, BPR has provided a substantial amount of direct, targeted engagement with some of the Reservoir’s neighbors. Staff have worked carefully to ensure the partnership is set up to serve the community while maintaining good relationships to our neighbors and stakeholders. This outreach has included significant correspondence with the surrounding neighbors at the Reservoir. See Attachment A for the emails that have been sent all neighbors who have signed up for direct communication with us, and shared with neighbors living in Valhalla and Waterstone via two neighbors who offered to serve as communication liaisons. In addition to these general emails, staff have responded to individual emails, hosted onsite meet and greets, responded to concerns expressed at public meetings, and hosted virtual meetings to understand the concerns and develop solutions. In February 2021, staff committed to developing a Good Neighbor Agreement to build strong two-way communication with Reservoir neighbors by documenting BPR’s communication commitments and providing a clear process to share feedback on Reservoir operations.

In some of the areas of neighbor concerns, BPR has made adjustments and appreciates the input that made operations better. In some areas, adjustments are not possible as they would have an unbalanced and/or negative impact on the overall facility and services

provided. A summary of comments and BPR's response is found in Table 1. This background information is provided to outline some neighbors' concerns and the city's responses and shifts to respond to them.

Summary of Comments	BPR Response
<i>Sound:</i> Sound will impact experience for nearby neighbors.	Sounds levels will be continuously monitored and recorded to ensure they comply with sound ordinances, and that after 9:00p.m. there is minimal sound intrusion beyond the property line.
<i>Sound:</i> Sound will impact nearby wildlife.	BPR's staff naturalist regularly conduct bird counts and monitor species at the Reservoir. These teammates and sound experts are being consulted as sound protocols are developed.
<i>Lighting:</i> Lighting will change the current dark sky experience in this area.	All lighting will comply with Boulder's Lighting Ordinance, which requires that all exterior lighting face downward and be enclosed to limit light pollution.
<i>Good Neighbor Agreement:</i> The document is not a bilateral agreement and does not reflect neighbor's desires for additional operational limitations	The city must balance many interests in managing the reservoir, and a bilateral agreement with nearby neighbors is not possible. The name has been updated to reflect that it is documenting the city's commitments to be a good neighbor.
<i>Traffic:</i> Increased traffic will overwhelm 51 st St. concerns about increased traffic on 51 st and	Staff have consulted with Boulder County Sheriff, City of Boulder Transportation, Boulder County Transportation and City of Boulder Open Space and Mountain Parks. 51st Street is classified as a collector street in Boulder County's Transportation system and has the capacity to handle up to 10,000 vehicles/day. Last traffic study had volumes at less than 25% of this number during the busiest times and far less most of the time. And so, from a need standpoint, adding another signalized access from State Highway 119 would be an unnecessary and costly duplication of service while creating impacts on 119.
<i>Traffic:</i> The potential for increased conflict among motor vehicles, pedestrians and cyclists.	To continue to improve safety and multi-modal access to the Boulder Reservoir, City of Boulder and Boulder County will focus investments on enhanced multi-modal facilities on 51 st Street. While it does have wider shoulders, separated and/or protected lanes for pedestrians/cyclists would be better at balancing 51st St as both a collector road and a neighborhood street for those who live adjacent and promote multi-modal access to the Boulder Reservoir. Another option is an off-road collector trail outlined in OSMP's North Trail Study Area plan (see Figure 1). These facilities are currently unfunded. Both

	the city and county will continue to evaluate these projects with other needs as capital funding is allocated each year.
<i>Traffic:</i> The speed of traffic on 51 st should be reduced for safety reasons.	While Boulder County does not have plans to reduce the speed limit (45mph) right now based on the street's designation and crash data, they have committed to performing a speed study this summer and will analyze the results. The outcomes will be considered with crash data and Vision Zero goals in mind.
<i>Events:</i> Events negatively impact the neighborhood	To balance this positive benefit with the neighbor's concerns and requests, since 2013 the city has incorporated various event control procedures including creation of a Special Event Review Team and policy to ensure event promoters comply with rules and regulations.
<i>Alcohol:</i> The restaurant will encourage irresponsible consumption.	Originally, Driftwind intended to include a liquor license to serve alcohol as an accompaniment to the food and as outlined in the 2017 Concept Plan. A liquor license is designed specifically to control alcohol consumption, putting the burden of such control on the holder of the license. The Dine and Dash group withdrew their liquor license application in February 2021 as a gesture of good faith to the neighbors. For 2021, operations will focus on supporting great experiences within the guidance of currently allowed activities at the Boulder Reservoir – which includes an exception from the city's ban on open containers

Table 1: Summary of Neighbor Comments

Good Neighbor Commitments:

In addition to responding to neighbor concerns, and based upon neighbor request, BPR committed to developing a Good Neighbor Agreement (GNA). The GNA was developed following the timeline outlined in Table 2. The first draft GNA (see Attachment B) spells out BPR's communication commitments and outlines the process for neighbors to provide feedback or express concerns.

March 3 – 17	Neighbors provided feedback on the first draft of the GNA.
March 18 – April 2	Boulder Parks and Recreation (BPR) reviewed feedback from neighbors and develops revised draft.
April 5	BPR shared second draft with neighbors (attachment C) and redline to show differences between drafts (attachment D)
April 12	Meeting with neighbors to review the second draft.
April 26	BPR consulted with the Parks and Recreation Advisory Board
May 13	Final Good Neighbor Commitment published.

Table 2; Reservoir Good Neighbor Commitments Development Timeline

Additionally, per clause 3.B of the lease and as requested by the neighbors, the commitments made in conversation and as posted online have been documented in the 2021 Driftwind Operations Overview (see Attachment L). BPR staff reviewed the Operations Overview with city attorneys to ensure two goals are accomplished: that there is a policy document that ensures compliance and to again confirm that the management plan complies with all city zoning and ordinances.

Neighbor Input on GNC

BPR solicited input on the first draft via an online form and received 56 responses. Of these, 26 followed a consistent template of requests and input and others provided individualized feedback (see Attachment E for the feedback). Generally, the input fell into three key areas:

- 1) A request that operational commitments be documented so that they were not just “words on a webpage” or verbal commitments. This has been done with the Operations Overview.
- 2) Requests for adjustments to operations as outlined to date. Some of the requests have been completed: We are committed to complying with all city code and sound/lighting ordinances. Event-related requests (such as posting events online the 2021 Events Calendar) are largely addressed. Some requests are not feasible (such as the access to Highway 119 previously mentioned).
- 3) Continued demonstration that the city is not trusted to say what it will do based upon events of the past.

Some neighbors also shared that the document did not feel like an agreement and is instead a unilateral “memorandum” issued by the city. Staff understands this perspective and acknowledge that some neighbors do not agree with the operations nor does the document express this agreement. Instead, as the city must balance input and needs from a wide variety of stakeholders of the Boulder Reservoir, the GNA includes the commitments the City of Boulder is making to build trust, relationships, and to be a good neighbor. This draft includes strengthened language to acknowledge that these are BPR’s commitments, and that all user groups and partners will be expected to comply with them.

The second draft of the GNA also modified the response time from 72 hours to “a reasonable time” to acknowledge that some issues may require a faster response while other non-urgent concerns might take more time to reasonably resolve. Finally, the final draft is called a Good Neighbor Commitment (GNC) (Attachment G) to acknowledge that it is not a bilateral agreement. These are the main differences between the second draft and final GNC (for all changes see Attachment H).

Despite the significant outreach with neighbors and substantial changes to operations for 2021, staff recognize some neighbors are still concerned. This is disappointing, as BPR has spent a lot of effort to develop and implement reasonable responses and solutions and has no intentions of being a nuisance or not complying with the allowable uses and agreements.

Staff are now focused on providing great experiences this summer. The intent is to do a good job, comply with all applicable rules, policies and ordinances, fulfill the

commitments we have made and avoid the need for any complaint process. Staff hope that these efforts, along with satisfactory resolution of any issues that might arise, will contribute to improved trust and relationships moving forward.

2021 OPERATIONS

The final GNC was published May 13, 2021. Staff shifted focus on operation details to ensure a successful peak season, which launched Memorial Day Weekend.

This fall, as outlined in the BRMP, staff will again apply the BRMP outlined adaptive management approach to evaluate trends, issues, and successes to develop the 2022 operations. This process includes input from stakeholders such as user groups, event promoters, and partners. Neighbors will be consulted for feedback in the fall and annually moving forward through 2022.

Any major operation changes will be informed by input from the PRAB, as well as the stakeholders mentioned above.

Attachments:

Attachment A Boulder Reservoir Neighborhood Communication

Attachment B First Draft of Good Neighbor Agreement

Attachment C Second Draft of Good Neighbor Agreement

Attachment D Redline Showing Changes Between Draft GNA

Attachment E Summary of GNA Feedback

Attachment F Frequently Asked Questions from BPR Website Spring 2021

Attachment G Final Good Neighbor Commitment

Attachment H Redline Showing Changes between Second Draft GNA and Final GNC

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

Attachment J Landloch LLC Reservoir Restaurant Lease 2020 First Amendment

Attachment K Landloch LLC Reservoir Restaurant Lease 2021 Second Amendment

Attachment L 2021 Operating Overview for Driftwind Restaurant

April 5th, 2021 Email

Dear Reservoir neighbors,

Please see the attached second draft of the Good Neighbor Agreement (GNA) the city is making at Boulder Reservoir. We look forward to discussing it at the upcoming meeting on Monday, April 12. Please note that this meeting is now scheduled 5:00 p.m. - 6:00 p.m. to accommodate the rescheduled Parks and Recreation Advisory Board (PRAB) meeting. More details and a link to join are included below.

Attached to this email are several documents:

- Second Draft: Good Neighbor Agreement: We've attached both a clean copy of the second draft and a copy with the changes tracked. You also view these online: [clean copy](#) and [version with tracked changes](#). Below, we have summarized the changes made in response to your feedback and that of our advisors (e.g. attorney, elected/appointed officials).
- 2021 Driftwind Operations Overview: We've also attached the 2021 Driftwind Operations Overview, which documents our operating agreements for 2021. Per clause 3.B of the [lease](#), this document must be complied with by both parties. While the GNA addresses the city's commitments at the reservoir, this 2021 Driftwind Operations Overview reflects requests that the operating commitments be more than "just words on a webpage." This can be viewed online [here](#).

We look forward to sharing more information (e.g. 2021 event information) and discussing the GNA at our April 12 discussion. We will discuss the ideas and requests we have received and note which are included, being considered, or not feasible.

Our next steps are to hear your feedback on the second draft of the GNA on April 12. This input will be considered for a final draft we share with the PRAB for their input at the April 26 meeting. The PRAB's advice will inform the final document, which we will publish on May 13.

Neighbor Meeting on Monday, April 12 at 5:00 p.m.: The March PRAB meeting was postponed due to the tragic shooting at King Soopers. PRAB will now meet on April 12 at 6 p.m. Due to this rescheduling, the neighbor meeting to discuss the second draft of the Good Neighbor Agreement on April 12 will be from 5:00 p.m. - 6:00 p.m. Thank you for your flexibility – we recognize our entire community was impacted by this crisis. In addition to noting the reschedule, we acknowledge that each of us are processing and coping in a different way and along a different timeline. This is a normal reaction to traumatic events. If you are unable to participate in this engagement session at this time, we understand; if you like, you may send your feedback by responding to this email by end of day Sunday, April 11.

We hope you will join us for this conversation: You can click this link to [Join the Virtual Meeting Now](#) or dial in by phone: (346)-248-7799 and enter meeting ID: 952 0335 2660. The city's Neighborhood Liaison, Brenda Ritenour, is going to once again support us with her facilitation and expertise.

We recognize that there are still some concerns about our operations at the Boulder Reservoir. The Boulder Parks and Recreation Department (BPR) is committed to fulfilling our intentions and agreements, and looks forward to improved neighbor relationships based upon the commitments made in the documents.

Attachment A Boulder Reservoir Neighborhood Communication

If you had this email forwarded to you and would like to receive communications directly from BPR, please email us at Reservoir@bouldercolorado.gov.

As we wrap up this engagement, we are eager to focus on operating the Reservoir this summer and fulfilling our commitment to be good neighbors. We look forward to discussing how this season went as part of the annual After Action Review this fall.

As always, please feel free to reach out with any questions.

Thank you,

Ali Rhodes

Summary of changes to the GNA:

- There are non-material updates to grammar, format, and order based upon input.
- We acknowledge that this is not a bilateral agreement; this document includes the commitments the City of Boulder is making in an effort to build trust, relationships, and to be a good neighbor. We strengthened language to acknowledge that these are BPR's commitments, and all user groups and partners will be expected to comply with them.
- The quarterly meeting frequency has changed to biannual to better fit the business rhythm of the Boulder Reservoir. We also added clarification that biannual meeting will continue through 2022. We will reevaluate the frequency of these neighbor meetings at the Fall 2022 meeting.
- The 72 hour response to complaints has been changed to "a reasonable amount of time" in response to feedback that 72 hours may be too long in some cases and to allow staff flexibility to respond as needed.
- The reference to project plans being evaluated by the Planning Department has been removed as this is already part of a planning process for any relevant projects and was redundant.

Here is the GNA Development Timeline:

- **March 3 – 17** Neighbors provide feedback on the first draft of the GNA.
- **March 18 – April 2** Boulder Parks and Recreation (BPR) will address feedback from neighbors and make revisions to the next draft.
- **Monday, April 5** BPR emails GNA second draft and April 12 meeting link.
- **Monday, April 12**
5:00 p.m. - 6:00 p.m. BPR will host a meeting with neighbors to review the second draft.
- **Monday, April 26**
6:00p.m. BPR will consult with the Parks and Recreation Advisory Board (PRAB) at their April business meeting.
- **Thursday, May 13** The final GNA will be published and go into effect.

March 11th, 2021 Email

Dear Neighbors,

This is a reminder and request to submit feedback on [the first draft of the Good Neighbor Agreement](#) (GNA) by Wednesday, March 17 through [this survey](#). Your feedback will inform the next draft that we discuss with neighbors and the Parks and Recreation Advisory Board (PRAB) in April.

Also, as a reminder, we have outlined our 2021 Operational Plans in the [online FAQ](#). These are being translated into a document that confirms these commitments and will become a policy document that will guide our operations through this fall and with which all of our partners (including Driftwind Restaurant) must comply.

As noted on the timeline below, we will be using your feedback to revise the GNA and provide a second draft for discussion scheduled for April 12. We hope you will join us for this virtual meeting on Monday, April 12 5:30-6:30pm. We will email the link and dial-in number for this meeting a week before the date. Various city teammates will be in attendance to support, and the city's Neighborhood Liaison, Brenda Ritenour, is going to once again support us with her facilitation and expertise.

Here is the GNA Timeline:

- **March 3 – 17:** Neighbors provide feedback on the draft GNA through [this survey](#).
- **March 18 – 31:** Boulder Parks and Recreation (BPR) will address feedback from neighbors and make revisions to the next draft.
- **Monday, April 5:** BPR emails GNA second draft and April 12 meeting link.
- **Monday, April 12:** BPR will host a meeting with neighbors to review the second draft.
- **Monday, April 26:** BPR will consult with the Parks and Recreation Advisory Board (PRAB) at their April business meeting.
- **Thursday, May 13:** The final GNA will be published and go into effect.

As always, please feel free to reach out with any questions.

Thank you,

Ali Rhodes

March 3rd, 2021 Email

Dear Boulder Reservoir Neighbors,

Thank you to all those who attended the virtual meetings earlier in February. Discussing your concerns helped us update our FAQ and develop the first draft of the Good Neighbor Agreement. We hope you will review this updated information and provide your input going forward.

Driftwind Restaurant

As mentioned in our email on February 12, our partners decided to withdraw their liquor license application. More information on that decision was shared with our Advisory Board at their meeting this week, and we're repeating some of it here: We have been working incredibly hard to address your concerns about this partnership. It became increasingly clear as the hearing approached that the Beverage Licensing Authority (BLA) would have had to choose between a neighborhood that wanted to maintain its quiet enjoyment and an operator that wanted to responsibly serve the community—and that those two things were being viewed as mutually exclusive. In the words of our partner:

We'll hope that this is seen by the neighborhood as the gesture of good faith that it's intended to be. We're conceding to their concerns over a license being granted because, by our estimation, if we went in "for a fight" there were two possible outcomes: lose by winning, or lose by losing. We're not interested in any fight really, but particularly one with those odds.

- Josh Dinar

Our partnership is a long-term one, as is our relationship with our neighbors. We are moving ahead and all excited to focus on great experiences this summer, with the goal of enhancing a place that is already special. We continue to be hopeful that all our hard work and communication will help to address concerns while also allowing us to operate the Boulder Reservoir for the benefit of the broader community. [The online FAQ](#) has been updated to reflect changes because of the license application withdrawal, including an overview of current operating plans. We hope you will also see these modifications as a gesture of good faith, along with all the requirements and process we are creating to avoid and address issues.

Being Good Neighbors

A draft of the Good Neighbor Agreement (GNA) is attached to this email and can also be viewed [online](#). This GNA spells out our communication commitments and a process to address input from the neighbors moving forward for reservoir operations. Please let us know your feedback by March 15 through [this survey](#). The timeline for finalizing this GNA is:

- **March 3 – 17:** Neighbors provide feedback on the draft GNA through [this survey](#).
- **March 18 – 31:** Boulder Parks and Recreation (BPR) will address feedback from neighbors and make revisions to the next draft.
- **April 12:** BPR will host a meeting with neighbors to review the second draft.
- **April 26:** BPR will consult with the Parks and Recreation Advisory Board (PRAB) at their April business meeting.
- **May 14:** The final GNA will be published and go into effect.

Attachment A Boulder Reservoir Neighborhood Communication

Upon finalization of the GNA, we look forward to more regular communications with our neighbors and a successful, safe summer. As a reminder, we plan on doing a sound check in May when conditions more closely mirror those of summer. Neighbors will also be notified of that event.

In addition to the Good Neighbor Agreement, here are links to several documents that were requested during our meetings with you all on February 10.

- While the Visitor Service Center at the Reservoir did not require a traffic study, a traffic study was done as part of the construction of the nearby Boulder Wildland Fire Facility. Learn more by reading this [2013 traffic study for the Wildland Fire Facility](#).
- 2017 Visitor Concept Plan Community Engagement Documents: Extensive planning documents are available online related to the [South Shore Capital Strategy](#) and the [Boulder Reservoir Visitors Center Concept Plan](#) development.

Thank you,

Ali Rhodes

February 12th, 2021 Meeting Follow Up

Dear Boulder Reservoir Neighbors,

This email follows up on the sessions we hosted on Wednesday and provides an update on the partnership.

Wednesday Sessions

Thank you so much to those who were able to join us on Wednesday. We know there is a lot going on in the world and our lives and found it valuable to talk (albeit virtually) face to face and to hear your concerns firsthand. For those who could not make it, the sessions were recorded and are available via these links:

- [Session 1](#) (9a.m.)
- [Session 2](#) (5:30p.m.)

We are working on updating the FAQ with some of the questions we were not able to get to during Session 2, those will be updated by the end of next week. The session recordings will be posted there as well.

Driftwind Restaurant

Our partners have decided to withdraw their liquor license application. Together, we will focus this first year on building great experiences and the positive relationships that will allow us to fulfill the community vision created with this project. Please stay tuned for updates as more information is available.

Being Good Neighbors

We are working on a draft Good Neighbor Agreement that will spell out our communication commitments and a process to address input from the neighbors moving forward. Per the great suggestion as Wednesday's afternoon session, we will circulate that for comment and then host a virtual meeting to hear your suggestions on the agreement. Also, in the works and planned for warmer days is the sound check we discussed in the afternoon session – where we will announce the testing of various sound levels associate with the new partnership and test their impacts at various points.

Communications Moving Forward

Because we want to ensure our communications are inclusive, we appreciate Sharon and Bernee for offering to ensure our communications are shared with Valhalla and Waterstone neighbors via your internal communication channels. We will continue to send these emails to the list of community members that have requested to receive reservoir restaurant updates, but appreciate you forwarding this to others who may not be on that list. If someone would like to sign up for this list to ensure they get our communications directly, please email Boulder Reservoir Manager, Stacy Cole.

We recognize there is still more information and relationship building to come and hope that this update is helpful in the meantime.

Thank you,
Ali Rhodes

February 8th, 2021 Next Door Posting

Boulder Reservoir Neighbors- the City of Boulder has been having virtual dialogue with many neighbors about our new hospitality partnership at the Visitors Services Center. You can find more information about the restaurant, including details about sound, events, traffic and safety, in [this online FAQ](#).

If you have questions or concerns, please join us at one of two upcoming sessions.

We will gather virtually on Wednesday, February 10 from 9-10 a.m. and again that same day from 5:30-6:30 p.m. Please [register here](#) to receive a link to the meetings.

February 8th, 2021 Neighbor Session Reminder Email

Dear Boulder Reservoir Neighbors,

We wanted to write to remind you about Wednesday's sessions and hope you can join us – the details are in our January note below. The intent of these sessions is to build strong two-way communication between the neighborhood and the city. The sessions will give us a chance to address "in-person" the questions and concerns we have been addressing via email and through the online FAQ. We know that this is a new type of partnership and are eager to provide accurate information and clear up any misunderstandings that may persist about the operating agreements and the mechanisms we are building to ensure compliance.

We are also posting this invitation to the verified Reservoir neighbors on Next Door to ensure we are being inclusive.

We truly do hope you can join us. Again, we thank you for continuing to engage about the Boulder Reservoir as a neighbor and partner. We are committed to building trust and continuing forward together.

Sincerely,

Ali Rhodes

January 29th, 2021 Email Update and Session Invitation

Dear Boulder Reservoir Neighbors,

In December and with our last email, we let you know that we would send our next update in February. We're reaching out now because we have been listening hard to the concerns some of you have shared about our partnership at the Boulder Reservoir and recognize that we need to talk sooner in order to be good neighbors. With this note, we address a few key areas and invite you to join us for a virtual conversation on February 10 as we also recognize email is not a productive problem solving medium.

We understand and honor that you have real concerns about how our operations will impact your lives and about safety. We are here to acknowledge those concerns, to share solutions already in place and to outline next steps.

Trust and Being Good Neighbors

Several conversations have indicated that there are some of you who don't trust us to do what we say we'll do based on challenges in the past with special events. We also recognize that concerns about past event performance are impacting concerns about our partnership at the Boulder Reservoir. To move forward, we propose a few methods for improving our relationship, and thus trust.

Through our conversations and emails, we hear a lot of concerns based upon events with past Special Events at the Boulder Reservoir. Following significant concerns from neighbors after Special Events in 2013, the city implemented specific requirements for events at the Boulder Reservoir. Those requirements are spelled out in the city's [Special Events Guide](#). This process applies to any event open to the public and for more than 50 people. We also implemented a performance deposit to guarantee the event performs within these specifications.

We have documentation and memory of less than five complaints in each of the last four years (not including 2020 where events were significantly limited by the pandemic) and have not had to withhold a deposit. This data has led us to believe we have addressed those specific concerns and we are open to hearing where we may still be falling short.

Moving forward, we will implement a Good Neighbor protocol that outlines a complaint process you can utilize to ensure your concerns are both shared and addressed. You can expect us to finalize and share this protocol by the end of February and that it will include avenues for sharing concerns, processes for addressing them, and a proposed regular frequency for neighborhood communications.

In addition, the commitments we are making about operations have been posted on our webpage, visible and available to all, along with an [FAQ section](#). Our intention here is to demonstrate that these are not just things we are saying to quiet complaints-they are the standards we are setting for this first summer of operations. [The FAQ](#) includes answers to many of the questions you have asked and the facts we've provided about our intentions.

Moving Forward Together

We invite you to join us at one of two sessions we're hosting to communicate our plans and talk through concerns. We hope these sessions will provide groundwork for continued dialogue. We recognize life is busy, and are providing two options in the hopes that one will work for those who want to hear more

Attachment A Boulder Reservoir Neighborhood Communication

(and if you want to talk to someone and neither option works, let us know-we can set up a 1:1 if needed).

We will gather virtually on Wednesday, February 10 from 9-10 a.m. and again that same day from 5:30-6:30 p.m. Meeting information can be found below.

In the Fall of 2021, we will include an evaluation of the new operations in our annual After-Action Review of the post-season, and input will inform adjustments to operations. In the meantime, complaints can and will certainly be addressed through the Good Neighbor process.

Meeting information (for both times on Wednesday, February 10) :

<https://tinyurl.com/y3764484>

Meeting ID: 938 9090 4382

Passcode: 865699

One tap mobile: +16699006833,,93890904382#

Dial by phone: +1 669 900 6833

To keep our meetings secure, we ask that you do not share the direct meeting link on social media platforms or other public forums. Do feel free to forward this email to specific neighbors who you think may be interested in the conversation. If you would like to share more publicly, please use this registration link instead:

https://bouldercolorado.formstack.com/forms/boulder_reservoir_neighborhood_meeting

If you are unable to attend these meetings and would like to set up another time to talk, please reach out to me or Stephanie Munro (munros@bouldercolorado.gov). Thank you for continuing to engage about the Boulder Reservoir as a neighbor and partner. We are committed to building trust and continuing forward together.

Sincerlery,

Ali Rhodes

December 8th, 2020 Email

Dear Neighbors,

This note provides our next update on the status of our partnership at the Boulder Reservoir.

As we've said before, we strive to be good neighbors and are hopeful that our regular communications will help demonstrate our commitment.

First and foremost, we again want to recognize that so many of our friends, neighbors, and employees are personally being impacted by the pandemic; we sincerely hope that you and your families are safe. The shift to the Red Status in the State's COVID Recovery Dial has delayed implementation of the partnership as both Dine and Dash and Parks and Recreation focus on more urgent and immediate needs. We are in constant communication, and still, both look forward to next summer when we anticipate a Grand Opening. The Beverage Licensing Authority (BLA) Hearing is now scheduled for February 17, 2021 and we will issue our next update to the neighbors by the end of February 2020. While we believe that our finalized lease captures the commitment of each partner to ensure that the Boulder Reservoir is operated with a balanced approach that is sensitive to impacts on surrounding neighbors, we have been working with our partner to clarify areas where some of you have expressed concern. This information will be included with the packet submitted to the BLA in advance of the hearing, and below are some of the details you might find helpful:

Further, while a management plan is not required for this use, we have worked with Dine and Dash group to create an operational overview to further clarify some of the areas of concern and areas where there is continued misinformation despite our best efforts to clarify (e.g., this will not be a concert venue). I am inserting a summary of those characteristics here, as they answer some of the council members' questions:

Hours of Operation

- Generally, the hours of operation are 9am-10pm Monday-Thursday.
- Friday-Sunday there may be fluctuations based upon the season or private events.
- The incoming gates will close at 9:00p.m. Monday-Sunday (in line with reservoir operations and except for taxi and/or rideshare).

Entertainment and Events

- Live music, outdoor games, and other activations appropriate to the setting will promote responsible consumption and enhance the experience at the newly renovated area.
- Entertainment and events are a value-add for visitors of the Reservoir, and any event that includes the following activities will require additional permission from the city:
 - Requires adjustments to operation hours, *or*
 - Requires additional amplified sound (equipment or hours beyond what are previously agreed to by partners).

Sound

- Types of Sound
 - Ambient music during dining hours, fed via built-in speakers indoors and out.

Attachment A Boulder Reservoir Neighborhood Communication

- Sound level will be set with the intention of enhancing the environment but not inhibiting conversation.
 - To address impact on neighbors, outdoor speakers will be turned off at 9:00p.m. Monday-Thursday and 10:00p.m. Friday-Sunday.
 - Live music outdoors for enjoyment on the patio and beach.
 - On occasion, a DJ or other entertainment may be hired when hosting special or private events.
 - Except with specific permission as required by code by the City of Boulder, outdoor sound will align with the City of Boulder ordinances.
- Sound Mitigation Strategies
 - Sound levels will regularly be tested at the property borders to ensure compliance with ordinance.
 - Sound from the facility will be designed to face north and east, away from the reservoir entrance, and buffered by the building.

Until then, if you have any questions or would like to discuss, please do reach out. You can also fill out [this form](#) if you would like to be contacted with more information.

Thank you,
Boulder Parks and Recreation Reservoir Management team

October 19th, 2020 Email

Dear Valued Neighbors,

Thank you for your patience in awaiting this response to the questions we have been hearing about our partnership at the Boulder Reservoir. First and foremost, we know that many of our friends, neighbors and employees are personally being impacted by the pandemic and fires in Boulder County and we sincerely hope that you and your families are safe.

While we intended to follow up with you last week, our thorough response was limited by challenges related to the pandemic and further this weekend due to the fires in Boulder County. The city and the Park and Recreation Department are supporting fire response and the Incident Command center at the Reservoir. Thank you for your patience, as we know we are all eager to move forward positively.

If you were able to join us last week, thank you! We appreciated the opportunity to show off the new facilities and introduce you to our partners with the Dine and Dash group: Chef Daniel and Josh and Kate Dinar. We value and appreciate your feedback and are committed to addressing your concerns so that this new partnership can fulfill the community goals on which it was designed.

Below we outline further why we believe that providing food and beverage services at the Reservoir will enhance the experience and why we are so excited about our partnership with Dine and Dash. While we answered many questions during our conversations this past week, the intent of this email is to document the concerns we heard, our approach to addressing them and to share next steps in the partnership process. During the sessions and our conversations with some of you, we have heard four main concerns:

- An interest in understanding why the city is entering into in a hospitality partnership at the reservoir,
- Concerns about excessive noise,
- Concerns about increased traffic on 51st Street, and
- Concerns about an increase in unsafe alcohol consumption and potential related impacts such as unsafe driving or other irresponsible behavior.

We will address these concerns specifically below, and want to call out that we are attaching to this note the lease agreement with the Dine and Dash group, who will operate the restaurant at the Reservoir with the name *Dockside*. In particular, we call your attention to the Operating Guiding Principles in Attachment B. These guiding principles capture the spirit of the agreement and commitment of each partner to ensure that the Boulder Reservoir is operated in a manner that is accessible, safe and welcoming to the general public. In addition, note that the partners commit to a balanced approach that is sensitive to impacts on surrounding residential neighborhoods. With that in mind, we offer responses to the four main concerns.

Why is the city interested in having these services available?

In 2012 Boulder Reservoir Master Plan indicated that the most critical facility serving reservoir visitors was past its useful life, and in 2016, staff began planning for its replacement. The final concept plan, approved by the Parks and Recreation Advisory Board (PRAB) in January of 2017, was developed based on feedback from a cross-section of Boulder community members, reservoir user groups and the PRAB. The details of that process and concept plan may be found [in PRAB Memo Jan 2017 \(starting on page 27\)](#), and here we provide a brief summary. The concept plan development included an interest in

achieving these goals, developed based upon policy direction from the Boulder Reservoir Master Plan and Boulder Parks and Recreation Master Plan and on community input:

- Extending shoulder season use opportunities of the Boulder Reservoir Regional Park;
- Establishing partnerships with various groups to expand programming and offset construction and operating costs;
- Expanding concessions offerings with possibilities of obtaining a liquor license for the site and for exploring a partnership with a larger scale concessionaire; Creating a “welcoming” and “family oriented” design character, promoting a healthy and athletic lifestyle, and focusing on sustainability of the facility; and
- Creating multi-use spaces serving a variety of events across all generations of user groups.

Upon PRAB’s approval of the concept plan, and as the final building was designed, staff began planning for the operations of the new facility. The background on the partnership is outlined in this [January 2020 PRAB Memo and Lease Agreement](#) (background found starting on page 115 and lease pages 143-156). In summary, and with the PRAB’s input, staff determined that a hospitality partner in the form of a public-private partnership would deliver on those goals, documented in the lease which has been approved by the PRAB and City Council:

- Enhances the service and business model of historical seasonal concession operations at the Boulder Reservoir as desired by the community and reflected in the approved Boulder Reservoir Visitors Center concept plan;
- Ensures public access and allow for supplemental use of the facility beneficial to the operator and the city;
- Codifies the operator’s intent to invest up to \$400,000 in impermanent infrastructure (kitchen appliances and furnishings) offsetting such investments by the City;
- Codifies the operator’s intent to support expansion of the Boulder Reservoir patio in order to accommodate supplemental use of the site;
- Anticipates the operator’s pursuit of a licensure for the sale, service and consumption of alcoholic beverages at the site; and
- Aligns with Master Plan direction concerning the financial sustainability of the department’s facilities and programs (Master Plan Theme 3D – leverage partnerships to increase funding and optimize service provision) as well as the Boulder Reservoir Business Plan.

Having said all of that, solidifying Dine and Dash group as the hospitality partner adds another bonus: a local partner invested in serving the community as demonstrated in their philanthropy and interest in partnering at this site.

Concerns about the potential for restaurant business to result in noise that impacts neighbors’ solitude in the evenings:

The lease ensures that activities comply with noise ordinances and align with the rural nature of the setting. Per the lease, Dockside can provide indoor amplified music, however, outdoor amplified sound is subject to Boulder’s noise ordinance and also shall consider the proximity of the premises to other properties and the rural nature of the setting. We also refer again to the guiding principles of the partnership, which affirm that the Boulder Reservoir should be managed and preserved in a manner consistent with the community’s sustainability goals and with sensitivity to impacts on surrounding residential neighborhoods.

In addition, we want to reiterate our desire to be good neighbors and spend our time providing great experiences rather than dealing with concerns or complaints from loud music.

Concerns about the traffic.

We understand that neighbors are concerned that the restaurant will result in increased traffic along 51st St, creating conflict with recreationists such as runner and cyclists. To connect with overarching city sustainability goals, and as outlined in the Boulder Reservoir Master Plan, staff have been working to address traffic on 51st since 2012. For example, entry improvements have reduced the stacking of vehicles on 51st with special events. Staff commit to continuing these improvement efforts, and to working with GO Boulder and appropriate agencies to develop a Traffic Demand Management (TDM) strategy that promotes and supports alternative transportation mode use and carpooling to the Reservoir, and establishes incentives for pricing strategies to encourage carpooling and multiple occupancy vehicle visits. One example of this in progress is the per car \$10.00 Twilight Fee being proposed – this fee will be available in the summer season post-6p.m. to incent carpooling.

Concerns about Safety

We understand the perception that hospitality will *increase* unsafe alcohol consumption at the Reservoir, however, a liquor license is designed specifically to *control* alcohol consumption, putting the burden of such control on the holder of the license. If the restaurant were to open without a liquor license, and without changes to current city code, reservoir beach visitors will continue to be able to bring their own alcohol on premise and consume it without oversight or third-party responsibility. A license can only help with the monitoring and control of the consumption that has not been in place in the previous years.

We also understand there are concerns that there will be an increase in unsafe driving due to the provision of alcohol at the reservoir. Driving under the influence of alcohol is illegal. Both Dockside and Parks and Rec are committed to supporting safe consumption, including working with the Sheriff's Office to increase patrolling on 51st, incentivizing ride share/taxi, and promoting designated drivers.

Next steps

Finally, there have been questions about the timing of the liquor license process and application. After zoning and use approval, as well as the approval of the tenant lease and proposed use by the City Council and Attorney, the liquor license application was submitted to the Boulder Liquor Authority (BLA). The next step is a public hearing (liquor board determining if this will be on the December or January schedule), in which the liquor authority will hear comment and evidence both in favor of and in opposition to the issuing of a liquor license. The authority takes into consideration neighborhood concerns as well as many other factors in making the decision to issue the license or to deny the application. If the application is accepted, the application goes to the State for final approval and issuance. The license needs to be renewed every year. If the license is denied, the tenant is still able to operate per the lease but will not be allowed to serve alcohol. In this case, park visitors will continue to be allowed to bring their own alcohol, and the tenant will not have the authority or responsibility to manage consumption.

We hope the information we have provided demonstrates our commitment to working with the Dockside team to develop a place that you will enjoy. We value your support and feedback and ask for help in providing positive solutions. Will you please complete by Tuesday, October 27 to help us gauge the effectiveness of the information we've provided? Your input will inform next steps and the restaurant program.

Attachment A Boulder Reservoir Neighborhood Communication

Lease [January 2020 PRAB Memo and Lease Agreement](#) (Lease can be found on pages 143-156).

Thank you,

September 28th, 2020 Email

Dear Boulder Reservoir Neighbors;

The City of Boulder Parks and Recreation is excited to share a unique opportunity with our Boulder Reservoir patrons.

Please join us for a special preview of Dockside, the new restaurant at Boulder Reservoir. Dockside owners, Josh and Kate Dinar, alongside Chef Daniel Asher, are excited to meet you and introduce their new restaurant at the Boulder Reservoir. The team at Dockside knows you have a vested interest in preserving what makes the reservoir special and welcomes this chance to share their plans with you.

Together, we invite you to engage with us, tour the new Visitor Services Center facility, and share your thoughts around this unique private/public partnership. Community outreach is important to us, and we value your feedback.

Sign up to attend one of two physically-distanced meet-and-greet events at the Boulder Reservoir Visitor Service Center.

Session 1: Wednesday, Oct. 7, from 5:30 to 7 p.m.

Session 2: Sunday, Oct. 11, from 1 to 2:30 p.m.

[Sign up link](#)

We follow all local and state guidelines based on the guidance we receive from public health officials to ensure everyone's safety at these meet-and-greets. Face coverings are required, attendance size will be limited, and physical-distancing guidelines will be followed. We continue to monitor this fluid situation alongside our public health partners; if additional guidelines are implemented or altered, we will adjust these events accordingly and provide you an update.

Thank you and we look forward to seeing you Dockside!



Boulder Parks & Recreation

Good Neighbor Agreement: Boulder Reservoir

5565 51st Street

Boulder, CO 80302

March 3, 2021

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1. Introduction and Purpose
2. Guiding Principles
3. Community Engagement & Communication
 - 3.1 - Complaint Process.
 - 3.2 - Opportunities for Community Engagement.

1. Introduction and Purpose

The Boulder Reservoir, located at 5565 51st Street, is one of the most popular and heavily visited park facilities in the city and region. It is also one of only six northern Front Range facilities supporting water-based and powerboating recreation opportunities and though smaller than other area facilities, the reservoir offers a significant range of services to the community and maintains one of the highest visitation rates of approximately 300,000 per year.

The City of Boulder recognizes that these operations have in the past created negative impacts for nearby neighbors. This Good Neighbor Agreement (GNA) acknowledges and specifies the ongoing commitments of the city, its partners and neighboring community members to each other in serving the goals of delivering quality recreation experiences as well as the well-being of the neighborhood.

From here, the word community in this document refers to all residents of Boulder as well as other stakeholders in the city and county of Boulder. The word neighbor in the document refers to all those who live in the Valhalla and Waterstone neighborhoods, and other nearby Boulder Reservoir neighbors and reflects the city and the neighbors' commitment to good neighbor engagement.

The Good Neighbor Agreement for the Boulder Reservoir was drafted by City of Boulder Parks and Recreation (BPR) in February 2021. It will be reviewed by neighbors in March 2021 and the Parks and Recreation Advisory Board (PRAB) in April 2021 and finalized and published for implementation in May 2021.

The city and its partners are committed to conscientious and thorough implementation of this Agreement. Moving forward, any proposed amendments will be notified to the community for input prior to final approval by the PRAB.

The purpose of the Good Neighbor Agreement is to:

- Engage the community in decisions about the operations of the Boulder Reservoir.
- Establish formal and informal methods for continued communication with the Boulder Reservoir neighbors, bolstering positive partnerships between BPR and neighbors and facilitating problem resolution.

2. Guiding Principles

A Public Place

Boulder Reservoir is a shared community resource and a public place. Its first and foremost purpose is a valuable drinking water supply for the City of Boulder. The recreational activities at the Reservoir are provided in a manner that is compatible with the protection and management of the water supply and have grown to be deeply appreciated by community members. It is essential that it remain a place that is accessible, safe and welcoming to the general public.

Boulder Parks and Recreation Mission

The mission of Boulder Parks and Recreation is to promote the health and well-being of the entire Boulder community by collaboratively providing high-quality parks, facilities and programs. Fidelity to this mission is paramount to sustaining the spirit of the Boulder Reservoir and fulfilling the goals of the Parks and Recreation Master Plan.

A Balanced Approach

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

Neighborhood Enjoyment

The Boulder Reservoir sits among rural residential areas, and neighbors desire to maintain the health, safety, attractiveness, and livability of the area and to proactively address good neighbor practices.

3. Community Engagement & Communication

Communication between the city, its partners, the community and the neighbors is critically important to develop and maintain positive relationships. Methods to ensure good communication, feedback, and monitoring of this Good Neighbor Agreement will include the following:

- Quarterly neighborhood meetings, and proactive outreach by BPR to the community;
- Information posted on BPR website connecting stakeholders to all pertinent information including contact information for BPR, Boulder Facility Supervisor and partners;
- Implementing a process for submitting complaints;
- Including neighbors in the feedback gathered from stakeholders as part of an annual After Action Review of reservoir operations each fall. Neighbors will be consulted on policy and operational alternatives and/or decisions. Concerns will be listened to and acknowledged and we will share feedback on how public input influenced final decisions.
-

3.1 Complaint Process

In the event of any illegal activity, neighbors and residents should immediately notify law enforcement via 911.

Community Grievance:

In the event of a problem, neighbors are asked to notify BPR through the city's online customer service portal, Inquire Boulder. A BPR Reservoir employee will acknowledge complaints within 72 hours and we anticipate be able to resolve most issues. If the Reservoir employee cannot or does not satisfactorily resolve the problem, the complaint will be elevated through supervisory levels, on up to and including the Parks and Recreation Director.

If the problem remains unresolved, the complainants may bring their concerns to the Parks and Recreation Advisory Board via email or at public comment at the next regular business meeting. If this does not resolve the issue, both parties may consent to work with a mediator (e.g. the City of Boulder Community Mediation Service) to bring a neutral, third party to help the complainant and city to resolve the dispute. In the unlikely case that a complainant is not satisfied with the process, City Council meetings provide an open comment period for residents at the start of each meeting to hear from the public about important issues facing Boulder and its citizens. If the matter concerns project compliance with City of Boulder provisions or conditions, the matter may be referred to the City of Boulder planning department.

3.2 Opportunities for Community Engagement

BPR will host regular, quarterly neighbor meetings that will be open to the entire community. These meetings will provide an opportunity for community members to raise concerns, ask questions, learn about, and provide feedback on operations at the Reservoir. In the future, the schedule may be amended based on need.



Boulder Parks & Recreation

Good Neighbor Agreement: Boulder Reservoir

5565 51st Street

Boulder, CO 80302

Draft: April 5 2021

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While creating positive experiences, the City of Boulder also recognizes that some of these operations may have created issues for nearby neighbors. This Good Neighbor Agreement (GNA) acknowledges and specifies the ongoing commitments of the city in serving the goals of delivering quality recreation experiences as well as the well-being of the neighborhood.

As used in this document, these terms have the following meanings: community in this document refers to all residents of Boulder as well as other stakeholders in the city and county of Boulder (“Community”). Stakeholders include other visitors, user groups, business partners and governmental partners. Neighbor in the document refers to all those who live in the Valhalla and Waterstone neighborhoods and other nearby Boulder Reservoir neighbors (“Neighbors”).

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The city is committed to conscientious and thorough implementation of this Agreement. The city will share this Agreement with all of its user groups and partners to enhance consistent implementation. Moving forward, any proposed amendments will be notified to the community for input prior to final approval by the PRAB.

The purpose of the Good Neighbor Agreement is to:

- Engage the Community in decisions about the operations of the Boulder Reservoir.
- Establish formal and informal methods for continued communication with the Neighbors, bolstering positive partnerships between BPR and neighbors and facilitating problem resolution.

2. Guiding Principles

A Public Place

Boulder Reservoir is a shared community resource and a public place. Its first and foremost purpose is a valuable drinking water supply for the City of Boulder. The recreational activities at the Reservoir are provided in a manner that is compatible with the protection and management of the water supply and have grown to be deeply

appreciated by community members. It is essential that it remain a place that is accessible, safe and welcoming to the general public.

Boulder Parks and Recreation Mission

The mission of Boulder Parks and Recreation is to promote the health and well-being of the entire Boulder community by collaboratively providing high-quality parks, facilities and programs. Fidelity to this mission is paramount to sustaining the spirit of the Boulder Reservoir and fulfilling the goals of the Parks and Recreation Master Plan.

A Balanced Approach

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

Neighborhood Enjoyment

The Boulder Reservoir sits among rural residential areas, and neighbors desire to maintain the health, safety, attractiveness, and livability of the area and to proactively address good neighbor practices.

3. Community Engagement & Communication

Communication between the city, its Partners, the Community and the Neighbors is critically important to develop and maintain positive relationships. Methods to ensure good communication, feedback, and monitoring of this Good Neighbor Agreement will include the following:

- Biannual neighborhood meetings, and proactive outreach by BPR to the community. During the Fall meeting of 2022 we will re-evaluate neighborhood meeting frequency;
- Information posted on BPR website connecting Stakeholders to all pertinent information including contact information for BPR, Boulder Facility Supervisor and partners;
- Implementing a process for submitting feedback;
- Including Neighbors in the feedback gathered from Stakeholders as part of an annual After Action Review of reservoir operations each fall. Neighbors will be consulted on policy and operational alternatives and notified of decisions. Concerns will be listened to and acknowledged and we will share feedback on how public input influenced final decisions.

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Community Grievance:

In the event of a problem, Neighbors are asked to notify BPR through the city's online customer service portal, Inquire Boulder. A BPR Reservoir employee will use best efforts and acknowledge complaints within a reasonable time frame. We anticipate being able to address most issues. If the Reservoir employee cannot or does not satisfactorily resolve the problem, the complaint will be elevated through supervisory levels, on up to and including the Parks and Recreation Director.

If the problem remains unresolved, the complainants may bring their concerns to the Parks and Recreation Advisory Board via email or at public comment at the next regular business meeting. If this does not resolve the issue, both parties may consent to work with a mediator (from the City of Boulder Community Mediation Service) to help the complainant and city to resolve the dispute. In the unlikely case that a complainant is not satisfied with the process, City Council meetings provide an open comment period for residents at the start of each meeting to hear from the public about important issues facing Boulder and its citizens.

3.2 Opportunities for Community Engagement

BPR will host regular, bi-annual Neighbor meetings that will be open to the entire Community. These meetings will provide an opportunity for Community members to raise concerns, ask questions, learn about, and provide feedback on operations at the Reservoir.

In 2021, a late September meeting will focus on debriefing the peak season and to inform 2022 operations. BPR will next host a Spring 2022 meeting for a pre-season consultation.

In the future, the schedule may be amended based on need. During the Fall meeting of 2022 we will re-evaluate neighborhood meeting frequency.



Boulder Parks & Recreation

Good Neighbor Agreement: Boulder Reservoir

5565 51st Street

Boulder, CO 80302

Draft: ~~March 3~~ April ~~5~~, 2021

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Attachment E: Summary of GNA Feedback on First Draft

PRAB April 26, 2021, Items for Discussion/Information A

BPR solicited input on the first draft via an online form. The following questions were asked:

1. Do you believe that the draft Good Neighbor Agreement addresses the right issues?
2. Please share more about your answer to #1.
3. Do you believe the draft Good Neighbor Agreement strikes the right balance between the needs of neighbors of the reservoir and other community members?
4. Please share more about your answer to #3.
5. What changes do you want to see made to the draft Good Neighbor Agreement? Why?

BPR received 56 responses. Only 3 respondents thought that the draft GNA addressed the right issues and struck the right balance between the needs of neighbors and other community members. When asked to elaborate, 26 of the responses received repeated a list of requests (List 1). A collection of comments from the other 30 respondents is included below (List 2).

List 1: Repeated response

- “This Document is for addressing communication and complaints as directed by the City not the neighborhood. It does not proactively address any specific issues of the neighborhood that have already become subjects of heated communication and avid complaints. Good Neighbor means that an attempt is made to satisfy both parties. So far, the City has not made any concessions on any of our issues. To have a Good Neighbor Agreement, first the parties have to come to the table to agree. That has not happened so a Good Neighbor Agreement cannot be signed unless agreements are made about:
 - o specific operational activities are stated in writing and not presented as good intentions and need to be agreed upon between neighbors
 - o historical hours of the Reservoir are maintained; out gate closes at 9 and all gates closed through off season
 - o share calendar of events
 - o agreed upon events whether they be special, private or public. -in number, character, size, frequency and with traffic and environmental considerations.
 - o no amplified sound after 7 and if heard by the neighborhood anytime it will be turned down
 - o no added light pollution
 - o return to RFP agreements of Café concept
 - o discuss sub-leasing agreements and rules
 - o conflict between what is said and what is done including the use of alcohol
 - o neighborhood and community showing strong opposition to the use of alcohol at Driftwind in any fashion especially after dark and all year.
 - o History of the Reservoir not enforcing rules and misusing property within and out

Attachment E: Summary of GNA Feedback on First Draft

- o Reservoir events moved to east side
 - o Make entrance from 119
 - o Multi-use path from Reservoir to Jay
 - o Reduce speed limits on 51st., 25mph residential zone”
- “The "community" is not represented at the table except through the City and therefore should not be a part of the Good Neighbor Agreement. Or if it could be represented by real people than it should be a balanced representation. The City has not shown proof that anyone in the community has asked for a restaurant and alcohol and changes of hours and days open. There has been no public forum debating these issues by anyone. Instead there have been repeated attempts to steamroller plans through.”

List 2: Other Individual Comments

- “Yes, this document is helpful. But a 72 hour wait on a complaint that needs immediate attention is not okay! In 2019 there were so many events it was horrible getting in and out of our neighborhood! One time it took me 30 minutes just to turn from 51st onto Jay Rd and get out of the neighborhood because the line of cars leaving the res was so long and you should preemptively have traffic control from 51st on to Jay anytime you have an event!”
- “I’m really concerned that there is just way too much wiggle room in all the "concessions," to the point that they aren't concessions at all. In particular, I do not want people at the reservoir past its normal closing time, particularly if they are drinking and consuming "small plates" or food truck fare. I might feel differently if this were truly a nice, high-end restaurant, which it sounds like was the original plan. I definitely do not want loud parties going on after dark. It sounds like what you want is a bar that serves alcohol and beer nuts with loud music - that does not match with the purposes of the reservoir or with the character of our neighborhood.”
- “I think the Good Neighbor Agreement as written is setting up a complaint process if things go wrong but it does not lay out the standards to which the city is committing itself. I think the neighborhood is concerned about two issues: music/amplified sound and traffic. My issue is music/amplified sound for which I think the city's commitment is "no music/amplified sound to be audible at the park boundary after 9:00pm and that it is never a nuisance." I would like the Good Neighbor Agreement to lay out the city's commitments before talking about complaints.”
- “After reading the Mission and Vision Statements of the Boulder Parks and Recreation in addition to the Boulder Reservoir Master Plan, it is apparent that the Good Neighborhood Agreement does not meet many of the subdivision's needs. The expansion of recreational activities from wedding venues to alcohol related events, is not even in concert with YOUR OWN goals for lake use. Wildlife protection is mentioned, but the reality is, loud music and parking lights with even MORE visitors flooding the reservoir does not align with the protection for the number of raptors, deer, coyote, and other animals that live in the area, not to mention the sanity of the neighborhood.”
- “The Good Neighbor Agreement is vague and does not address any concrete issues. It does not address any issues on paper that we are already in dispute about. It only allows for what will be on-going, expansive, intense overuse of the Boulder Reservoir. It begs

Attachment E: Summary of GNA Feedback on First Draft

the question why the Reservoir is the only avenue for the Parks Department to raise their revenue?”

- “It does not proactively address any specific issues of the neighborhood that have already become subjects of heated communication and avid complaints.”
- “I don't trust that the neighborhood will be considered like they say. This is from all the years of being overrun by special events.”
- “It's hard to "move ahead" when the history between the needs of the immediate community and the City of Boulder and Boulder Parks and Recreation are not in alignment. We agreed to and support the Fire Burn Station, we are now fighting the noise from the shooting range which wants to expand, and now we will have steady spring, summer, and fall weekend events from the likes of Iron Man to a 365 day event center. The proposed "Good Neighbor Agreement" is hard to swallow.”
- “The neighborhood is already impacted too much by special events. Traffic, noise, safety. To add all this will certainly impact the neighborhood way too much.”
- “The issues that seems to be most bothersome are traffic, number of events and hours of events. Adding more events at the Reservoir seems to be counterproductive. And as a long time boater (30+ years) it seems more events cuts into boating time.”
- “As long as the details of the community engagement and communications are workout fairly and agreed upon by all.”
- “The final negotiated lease went beyond acceptable RFP parameters to commercialize the entire Reservoir to make money (for the vendor) at the expense of the nearby neighborhoods and the local ecosystems. It turns the Reservoir into a nighttime destination / bar / concert venue. The GNA does nothing to address this.”
- “My needs as a neighbor are not given enough credence. Instead, it feels like the City is looking for loop holes to get around neighborhood concerns.”
- “There is too little substance in the agreement about how these needs will be balanced.”
- “There are no teeth in the agreement that the neighbors can use when the reservoir or its vendors don't follow the guidelines they have set out. There doesn't seem to be a balance at all.”
- “The ongoing issues of use and expansion around the Boulder Reservoir that impact the neighborhood have not been addressed to our satisfaction. Balancing the needs of the reservoir neighborhoods with that of the public community MUST take into account how much more impact Boulder's Parks and Recreation Department has on the Reservoir neighborhoods. Unilateral decisions, without neighborhood input and consent, and a puny complaint web site don't inspire confidence in good faith efforts, ultimately by the City, and Parks and Recreation. An example of unilateral action? signing a lease with Driftwood (or whatever their name is this week) before communication with the neighborhoods about just what Parks and Rec is planning to insert here. It further appears that the function has been a moving target, trying to navigate hurdles in order to achieve the expansive goals of the lease. Replacing an aging food and drink stand with a function that morphs (cafe > restaurant/bar> subleasing to food trucks and BYOB events) does not inspire confidence that the neighborhoods really can trust that the City/BP&R understand nor really listens to their impact on the neighborhoods.”
- “As I said before traffic & safety is a huge issue. The neighborhood does not need this. There are plenty of other facilities in boulder to cater to this use. Let's face the fact, WE DON'T NEED THIS. It all about your agenda & DOLLARS”

Attachment E: Summary of GNA Feedback on First Draft

- “This document is not in the best interest of the neighbors at all.”
- “It's true the Boulder Reservoir is a public facility. But like the Disneyland expansion of the proposed Boulder Rifle Club which the County and City fully supported, North Boulder residents had to fight so hard just to maintain the on-going peace of our neighborhoods. The proposed expansion of the Boulder Reservoir is not in keeping with the size and scope of this facility either. I've lived here 27 years and we already deal with the traffic of huge events every weekend from May through October. I do not see much balance of anything going on here based on your document between the needs of the reservoir and the community. After going through an egregious experience regarding the Boulder Rifle Club's expansion, you will be hard pressed for neighbors to want to trust your intentions unless you put them down on paper in a written document. Put together a proposed calendar that will show exactly what this area can expect from all events proposed at the Boulder Reservoir 365 days a year.”

RESERVOIR RESTAURANT FREQUENTLY ASKED QUESTIONS (FAQ)

We are very excited about our hospitality partnership with the Dine and Dash Group and are working carefully with them to ensure the relationship serves our community well at their newest restaurant, Driftwind . The FAQs intends to answer questions we have heard, make public our commitments to be good neighbors, and to support conversations with community members and neighbors.

Driftwind is a restaurant, concession and event space located in the Boulder Reservoir visitor's center. This beautiful new space exists to serve the Boulder community as well as being an enhancement to the park. Coming Memorial Day Weekend 2021, Driftwind will provide an elevated taste of daily concessions to park visitors, a series of weekend dinner special events to raise awareness and funds for local non-profits, and a gathering space to rent for private events of any occasion. We look forward to welcoming you to Driftwind soon! Contact info@dineanddashgroup.com for more information.

For an overview of Driftwind operations, please see [the 2021 Driftwind Operations Overview](#), which documents our operating agreements for 2021. Per clause 3.B of the lease, this document must be complied with by both parties. The answers below include more details. Click on a category below to read questions about that topic. We appreciate hearing from the community and are updating this FAQ as we receive more questions and more information. These updates are noted next to the questions with the date (for example: " *Content updated 2-5-21*").

On Wednesday, February 10, we hosted 2 meetings with neighbors of the Reservoir. Recordings of those meetings can be found here:

- [Session 1](#) (9a.m.)
- [Session 2](#) (5:30p.m.)

On Monday, April 12, 5:00 p.m. - 6:00 p.m. BPR hosted another meeting with neighbors to review the second draft of the Good Neighbor Commitment. A recording of those meetings can be viewed [here](#).

HISTORY AND PROJECT OVERVIEW

. What is the new Visitor's Services Center?

The City of Boulder Reservoir ("the reservoir") is one of the most popular and heavily visited park facilities in the city and region. It is also one of only six northern Front Range facilities supporting water-based and powerboating recreation opportunities and though smaller than other area facilities, the reservoir offers a significant range of services to the community and maintains one

of the highest visitation rates of approximately 300,000 per year. The Reservoir has always operated a concessions area near the beach provided by an outside contractor. Prior to the demolition of the previous Bathhouse and Administration Building and patio as described previously, the concessions area was on the ground level and provided a snack bar concessions experience with grab and go food and drinks.

In 2012, the Boulder Reservoir Master Plan indicated that the most critical facility serving reservoir visitors was needing repairs and renovation, and in 2016, staff began planning for its replacement based on the cost of rehabilitation exceeding that of a new facility. The final concept plan, approved by the Parks and Recreation Advisory Board (PRAB) in January of 2017, was developed based on feedback from a cross-section of Boulder community members, reservoir user groups and the PRAB. The details of that process and concept plan may be found in the PRAB Memo January 2017 (starting on page 27).

2. Why did the City of Boulder Parks and Recreation Department seek out a hospitality partner at the new facility?

Through the development of the concept for the new building, BPR talked to the community. Based on that input and policy direction from the Boulder Reservoir Master Plan and Boulder Parks and Recreation Master Plan, these goals were established and approved by the Parks and Recreation Advisory Board (PRAB):

- Extending shoulder season use opportunities of the Boulder Reservoir Regional Park;
- Establishing partnerships with various groups to expand programming and offset construction and operating costs;
- Expanding concessions offerings with possibilities of obtaining a liquor license for the site and for exploring a partnership with a larger scale concessionaire;
- Creating a “welcoming” and “family oriented” design character, promoting a healthy and athletic lifestyle, and focusing on sustainability of the facility; and
- Creating multi-use spaces serving a variety of events across all generations of user groups.

The building and partnership, similar in some ways to how the Flatirons Events Center operated at the Flatirons Golf Course and by Spice of Life, was designed to support these goals.

3. What community engagement was included in this process and the decision?

The Boulder Reservoir Master Plan , as a major policy document to guide long-term operations and investments at a unique amenity serving the city and region, included significant engagement across the community. Participants included Reservoir visitors, recreation and wildlife organizations, the Parks and Recreation Advisory Board (PRAB), the Water Resources Advisory Board (WRAB), and City

Council. Community input was received through focus groups, a user survey, open houses, workshops, e-mail and public hearings.

The [Visitors Services Center](#) Concept Plan was developed with input received at public Open Houses , via public review and comment online, and input from the PRAB and Boulder's Youth Opportunities Advisory Board. The final concept was approved by the PRAB in January 2017, after input on the final design was received through a final public comment period posted online and notified to over 8,000 emails. The partnership and lease were developed based upon the guidance from the two above projects and finalized with input from the Parks and Recreation Advisory Board (PRAB) and approved by the PRAB and City Council.

4. Why is Boulder Parks and Recreation creating a Good Neighbor Agreement (GNA)? What is the purpose of the Good Neighbor Agreement? - *Content updated 4-5-21*

Our intention with the Good Neighbor Agreement is to build strong two-way communication with our Reservoir neighbors by documenting our communication commitments and a process for neighbors to share input on Reservoir operations. We hope that this will help prevent issues and address any should they arrive. The first draft of this GNA can be viewed [online](#) and the second draft is now available [here](#). To see the difference between the two drafts, please see this [version with the changes tracked](#).

5. When will this Good Neighbor Agreement be completed? - *Content updated 3-12-21*

The timeline for finalizing this Good Neighbor Agreement is as follows:

- - **March 3 – 17:** Neighbors provide feedback on the draft GNA through [this survey](#).
 - **March 18 – 31:** Boulder Parks and Recreation (BPR) will address feedback from neighbors and make revisions to the next draft.
 - **Monday, April 5:** BPR emails GNA second draft and April 12 meeting link.
 - **Monday, April 12:** BPR will host a meeting with neighbors to review the second draft.
 - **Monday, April 26:** BPR will consult with the Parks and Recreation Advisory Board (PRAB) at their April business meeting.
 - **Thursday, May 13:** The final GNA will be published and go into effect.

RESTAURANT OPERATIONS

1. Who will be operating the restaurant at the Boulder Reservoir Visitor Service Center? - *Content updated 2-25-21*

The Dine and Dash group, which will operate under the trade name Driftwind, is to operate a restaurant as an accessory use to the Boulder Reservoir. Driftwind will provide a year-round, but seasonally shifting, food amenity and event space for the reservoir. The cuisine will be a food-forward concept, with an emphasis on local and sustainable providers, and a place that is accessible to families and adults, and in the upper mid-price point. Here is an introduction straight from the operators: *I'd like to let you know a little about who we are and what our eventual plans are to help activate the space in cooperation with the City of Boulder and Parks & Rec. First, you should know that we, like you, love the Boulder Reservoir. This place is very much our home. My wife and I met in Boulder in 1997 and have been residents here ever since. We started our businesses here and are raising our family here. We own T/ACO restaurant and River and Woods Restaurant and the soon-to-be Ash'Kara Restaurant on West Pearl (whose opening was also delayed by COVID). We own other concepts in Golden and Denver. I also publish DiningOut, a magazine which is about restaurant culture. We have dedicated our adult lives to the restaurant industry because bringing people together to share a moment in time is fulfilling for us in profound ways. We believe that the best restaurants are reflections of the places where they are, that they enhance that place, providing an expression of it for all those who visit. Restaurants for us are a vehicle to community; food and drink just happen to be the medium by which we celebrate it.*

2. What are the hours of operation? - *Content updated 3-3-21*

For 2021: Driftwind will operate both “in-season” (Memorial Day to Labor Day) and “Low-season” (Labor Day to Memorial Day),

In-Season Regular Hours: 9am-9pm Monday through Thursday and 9am-10pm Friday-Sunday.

Low Season Regular hours: 5pm-9pm.

(note that the lease outlines operations as late as midnight; these are maximum allowable limits. Regular hours of operation are noted above).

3. Tell me more about the restaurant! - *Content updated 3-3-21*

Peak-Season (Memorial Day to Labor Day)

Daytime:

From Memorial Day-Labor Day, while the Reservoir is formally open to the public, Driftwind will offer morning coffee service, source food trucks from 11 am-5 pm, and augment these offerings with simple but elevated

(i.e. –consciously sourced, ethically produced, healthier) concession food for those visiting the park.

Evening:

From 5pm during the season, 3-4 nights/week, the space will shift into a price-fixed beachside dinner experience featuring multi-course dinners from acclaimed chef Daniel Asher and other local culinary talents.

Low-Season (Labor Day to Memorial Day)

For 2021-2022, the premises will likely be closed during the day in the Low-season except for special and private events.

4. How late will the restaurant be open? - *Content updated 3-3-21*

Generally, the hours of operation are 9 a.m.- 9 p.m. Monday - Thursday and until 10 p.m. Friday -Sunday. There may be fluctuations, Friday - Sunday based upon the season or private events however, the incoming gates will close at 9:00 p.m. every day (except for taxi and/or rideshare).

5. How many people can the restaurant serve? - *Content updated 3-3-21*

The restaurant will serve about 100 guests at a time on the high end for dining, with 150-175 possible for events and within current public health guidelines to protect against the spread of the coronavirus.

6. What is in the lease and how long is the agreement between the COB and the restaurant partner? - *Content updated 2-5-21*

The lease between Boulder Parks and Recreation (BPR) and Landloch, LLC clarifies the shared goals of this partnership and outlines the responsibilities of each to implement this partnership for the benefit of Boulder. The lease includes the commitment of each party to ensure that the operations of the leasehold align with and promote community values. To promote the success of the partnership, each party also agrees to abide by Operating Guiding Principles. The lease, including the guiding principles, has been approved by the Parks and Recreation Advisory Board and City Council. The lease also requires the development of key operational policy documents and Section 3.B of the lease requires both parties to comply with these policies. The city retains final approval authority for these documents. Section 9.B of the agreement gives the city to terminate the lease if the partner fails to satisfactorily perform their scope of services.


The term of the lease is five years. It was first amended in October 2020 and a second amendment made in February 2021 to reflect the delay in initiation due to the pandemic.

EVENTS

1. Why does the City of Boulder offer Special Events at the Boulder Reservoir?

The city is proud to host a variety of Special Events that contribute to the social, economic and environmental health and well-being of our community. The Reservoir is a unique amenity in our community, providing the community's only venue for open-water swimming. The water, along with the adjacent trails and roads, make it an ideal and safe venue for running and triathlon events in this community of athletes.

2. What do you do to limit the impact of Special Events on reservoir neighbors?

Based upon input from neighbors in 2013, and as part of a citywide effort to improve event coordination, the city's [Special Events Guide](#)  outlines requirements for all event promoters in the city and includes specific elements necessary for hosting events at the reservoir related to:

- Amplified Sound;
- Deposit Requirements to ensure events perform within the specifications;
- Parking and Transportation;
- Safety and Security; and
- Access.

Special event organizers pay a deposit that can be held for lack of performance against these requirements.

3. What entertainment will be provided with the new building and restaurant?

Live music, outdoor games, and other activations appropriate to the setting will promote responsible consumption and enhance the experience at the newly renovated area.

4. What other events will the restaurant partner offer? - Content updated 3-3-21

Special Events: Public events for more than 50 people, regardless of who produces them, are considered Special Events and must be approved by the city's Reservoir Manager, as part of the regular review of operations between the two entities, and as outlined in the City's Special Events Guide.

For the 2021 summer, Driftwind plans to partner with local non-profits to offer a "Dinner on the Beach" fundraising series to be held on weekend evenings throughout the season. Events will be ticketed, proceeds will benefit non-profit partners, and all guidelines, policies and ordinances will be adhered to.

Private events are closed to the public, and current examples are the ~120 picnic rentals/year at nine picnic sites along the South Shore. These events have an average attendance of 80 people, although some serve as many as 500.

Private events facilitated by Driftwind are allowed through the lease, with strict requirements to ensure they are a value-add for the community and do not have negative impacts on the site or neighbors. These events are still governed by city regulations, parks and recreation policies, the lease and operating documents mentioned in the description of the lease above. Private events that are allowed with no additional permission from the city include:

- Do not require any adjustments to operation hours
- Do not require any additional amplified sound
- Do not require support from City staff
- Do not exceed 200 attendees

5. How often will the partner host private events?

Driftwind will have an event coordinator who will handle incoming inquiries for private events such as weddings and rehearsal dinners. The number of private events is based on the demand for the space, and a specific number is not known. Private events should not have a significantly different impact on the space than regular service with regard to traffic, noise or other factors.

6. How late will events be held?

At the latest, private events will end by midnight. All noise ordinances regarding outdoor amplification will be strictly adhered to. Sound checks at the property line will ensure the absolute minimum of intrusion beyond the gates.

7. How many people can attend the private events hosted by the partner? - Content updated 3-3-21

In 2021, attendees will be limited by COVID-related requirements on gatherings. Space capacities are informed by size, type of gathering, and current public health guidance. These experiences will inform guidance for future years.

8. Will you offer any additional communication to the neighborhood near the Reservoir regarding events that are held at the restaurant?

Special events will continue to be communicated to neighbors as outlined in the [Special Events Guide](#).

SOUND

1. Can you explain the types of sound that the restaurant will have?

During dinner hours there will be ambient music or acoustic live music, fed via built-in speakers indoors and out. The sound level will be set with the intention of enhancing the atmosphere but not limiting conversation. We have tested the sound levels of this ambient music, and it is not audible from the property line, and outdoor speakers will be turned off at 9:00 p.m. Monday-Thursday and 10:00 p.m.

Friday-Sunday. On occasion, there will be live music outdoors for enjoyment on the patio and beach.

- This might include, a DJ or other entertainment may be hired when hosting special or private events.
- Sound levels will not exceed allowable limits by City of Boulder.

2. What will you do to ensure the sound doesn't impact neighbors?

Sound levels will regularly be tested at the property borders to ensure compliance with the ordinance. In addition, sound from the facility will be designed to face north and east, away from the reservoir entrance, and buffered by the building. We have conducted sound tests and found that noise is barely audible at the park gates when played at very large volumes, but not those that are anticipated to be used during normal operations.

3. How will you make sure the sound doesn't impact the local wildlife?

We carefully plan and manage all areas of the reservoir with a balance of preservation and recreation as outlined in the vision from our master plan. As part of regular operations, staff continue to monitor conditions with our local ecology in mind. A staff ecologist working with consultants will consistently be monitoring the sound, lighting and any other aspects that might interfere with wildlife. As mentioned, the sound will likely not even be audible within the wildlife areas and any lighting will likely not have impacts on breeding and nesting. The lighting at the facility will continue to be compliant with the city's lighting ordinance that follows the "dark sky" approach.

SAFETY

1. How will this impact traffic on 51st St? - *Content updated 2-5-21*

We understand that some are concerned that the restaurant will result in increased traffic on 51st Street. A traffic study was not required for this project because the size of the building did not increase substantially nor do we anticipate a significant growth in attendance. A traffic study was conducted in 2013 for construction of the Fire Training Center, also located at the Reservoir. The findings of that study indicated that on a typical weekday throughout the year, 51st street carried less than 1,500 vehicle trips per day and operates at a high level of service with low vehicular traffic volumes and primarily free flow operations.

We know that some have expressed concerns about existing speed violations or accidents on the road. Boulder County, the operator of 51st St (a public road), reviewed data and road conditions to explore these perceived issues. The review of crash data does not support the conclusion that there is a documented safety issue on this street and they do not perceive a current safety hazard.

Based upon concerns about reduced sight distance at the Kelso Road intersection on 51st St, Boulder County will be adding a reduced speed advisory sign to the

existing intersection warning sign on this hill to warn motorists traveling south and in advance of Kelso Rd.

In addition, Boulder County Public Works will conduct a speed study this summer to investigate the perceptions of excessive speeding and to determine if the current speed limits are appropriate.

To connect with overarching city sustainability goals, and as outlined in the Boulder Reservoir Master Plan, staff have been working to address traffic associated with special events since 2012. For example, entry improvements have reduced the stacking of vehicles on 51st. Staff commit to continuing these improvement efforts, and to working with the appropriate agencies to develop a Traffic Demand Management (TDM) strategy that promotes and supports alternative transportation mode use and carpooling to the Reservoir and establishes incentives for pricing strategies to encourage carpooling and multiple occupancy vehicle visits. One example of this in progress is the per car \$10.00 Twilight Fee initiated this year - this fee will be available in the summer season post-6p.m. to incentivize carpooling.

2. Why is the city interested in a partner having a liquor-license? - Content updated 3-3-21

A liquor license is designed specifically to control alcohol consumption, putting the burden of such control on the holder of the license. A license was seen as supporting the monitoring and control of the consumption that has not been in place in the previous years and that was the city and partner's intent with the application- to support responsible consumption as an accompaniment to a meal and Reservoir experience.

The Dine and Dash group withdrew their liquor license application in February 2021. For 2021, operations will focus on supporting great experiences within the guidance of currently allowed activities at the Boulder Reservoir.

3. Is alcohol allowed in the water while swimming? - Content updated 3-24-21

No alcohol is allowed in swim area at any time. This will be enforced by Parks and Recreation staff on the swim beach during the hours that the swim beach is open. After hours, nobody is allowed in the water at all.

4. Will the BYO alcohol policy at the reservoir will remain in place since Driftwind has withdrawn their application for a liquor license? - Content updated 3-3-21

Open containers, also known as bring-your-own alcohol, are still allowed at the reservoir, as this area is excluded from the city's ban on open containers of alcohol in public.

5. How will you ensure a safe experience amidst the presence of alcohol? - Content updated 3-3-21

We take all safety and certainly water safety seriously. Alcohol has been allowed at the Reservoir since 1981. We have a highly trained team of water safety professionals who are constantly hoping for the best, but prepared to respond to the worst. This team will help inform the management practices of our partnership.

Private events, such as weddings, will have security as needed based on the size and type of event.

In addition to the many people who visit the reservoir to recreate, the facility is already the site for an average of 120 “private” events each year at 9 large group picnic sites along the south shore (such as reservations for reunions, family celebrations, weddings). These events have an average attendance of 80 people and some in the hundreds and some into the evening hours. There are also the other community events that take place such as the Dash and Dine and Stroke and Stride among others. In addition, alcohol is already allowed at the reservoir under an ordinance allowing for it at this facility and included in many of these events. Events and presence of alcohol are not new factors at the reservoir and are ones we are already accustomed to managing.

In addition, we are committed to continuous improvement and regularly scan for leading practices among the many, many waterfront facilities at lakes and beaches across the country.

Driving under the influence of alcohol is illegal. Both Driftwind and Parks and Rec are committed to supporting safe consumption, including working with the Sheriff’s Office, incentivizing ride share/taxi, and promoting designated drivers.



Boulder Parks & Recreation

Good Neighbor Commitments: Boulder Reservoir

5565 51st Street
Boulder, CO 80302

Draft: May 13 2021

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1. Introduction and Purpose

The Boulder Reservoir, located at 5565 51st Street, Boulder, Co 80302, is one of the most popular and heavily visited park facilities in the city and region. It is also one of only six northern Front Range facilities supporting water-based and powerboating recreation opportunities and though smaller than other area facilities, the reservoir offers a significant range of services to the community and maintains one of the highest visitation rates at approximately 300,000 visitors per year.

While creating positive experiences, the City of Boulder also recognizes that some of these operations may have created issues for nearby neighbors. This Good Neighbor Commitment (GNC) acknowledges and specifies the ongoing commitments of the city in serving the goals of delivering quality recreation experiences as well as the well-being of the neighborhood.

As used in this document, these terms have the following meanings:

Community means all residents of Boulder as well as other stakeholders in the city and county of Boulder.

Stakeholders means visitors, user groups, business partners and governmental partners.

Neighbor means all those who live in the Valhalla and Waterstone neighborhoods and other nearby Boulder Reservoir neighbors,

The GNC for the Boulder Reservoir was drafted by City of Boulder Parks and Recreation (BPR) in February 2021. It has been reviewed and commented by Neighbors in March and April 2021 and the Parks and Recreation Advisory Board (PRAB) in April 2021. This May 2021 version reflects input from both Neighbors and the PRAB.

The city is committed to conscientious and thorough implementation of this GNC. The city will share this GNC with all stakeholders to enhance consistent implementation. Moving forward, any proposed amendments to the GNC will be provided to the Community for input prior to final approval by the PRAB.

The purpose of the Good Neighbor Commitment is to:

- Share BPR's commitment to *consult* with Neighbors regarding operations of the Boulder Reservoir. In line with the city's public participation model, this means that we will keep Neighbors informed, listen to and acknowledge concerns and aspirations, and share feedback on how Neighbors' input influence decisions and that we will seek Neighbor's feedback on drafts and proposals.
- Establish formal and informal methods for continued communication with the Neighbors, bolstering positive partnerships between BPR and Neighbors and facilitating problem resolution.

2. Guiding Principles

A Public Place

Boulder Reservoir is a shared community resource and a public place. Its first and foremost purpose is a valuable drinking water supply for the City of Boulder. The recreational activities at the Reservoir are provided in a manner that is compatible with the protection and management of the water supply and have grown to be deeply appreciated by community members. It is essential that it remain a place that is accessible, safe and welcoming to the general public.

Boulder Parks and Recreation Mission

The mission of Boulder Parks and Recreation is to promote the health and well-being of the entire Boulder community by collaboratively providing high-quality parks, facilities and programs. Fidelity to this mission is paramount to sustaining the spirit of the Boulder Reservoir and fulfilling the goals of the Parks and Recreation Master Plan.

A Balanced Approach

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

Neighborhood Enjoyment

The Boulder Reservoir sits among rural residential areas, and Neighbors desire to maintain the health, safety, attractiveness, and livability of the area and to proactively address good neighbor practices.

3. Community Engagement & Communication

Communication between the city, Stakeholders, the Community and the Neighbors is critically important to develop and maintain positive relationships. Methods to ensure good communication, feedback, and monitoring of this Good Neighbor Commitment will include the following:

- Biannual neighborhood meetings, and proactive outreach by BPR to the Community. During the Fall meeting of 2022 we will re-evaluate neighborhood meeting frequency;
- Information posted on BPR website connecting Stakeholders to all pertinent information including contact information for BPR, Boulder Facility Supervisor and business partners;
- Implementing a process for submitting feedback;

- Including Neighbors in the feedback gathered from Stakeholders as part of an annual After Action Review of reservoir operations each fall.

3.1 Complaint Process

In the event of any illegal activity, Neighbors should immediately notify law enforcement by calling 911.

Community Grievance:

In the event of a problem, Neighbors are asked to notify BPR through the city's online customer service portal, Inquire Boulder. A BPR Reservoir employee will use best efforts to acknowledge complaints within a reasonable time frame. We anticipate being able to address most issues. If the Reservoir employee cannot or does not satisfactorily resolve the problem, the complaint will be elevated through supervisory levels, on up to and including the Parks and Recreation Director.

If the problem remains unresolved, the complainants may bring their concerns to the Parks and Recreation Advisory Board via email or at public comment at the next regular business meeting. If this does not resolve the issue, both parties may consent to work with a mediator (from the City of Boulder Community Mediation Service) to help the complainant and city to resolve the dispute. In the unlikely event that a complainant is not satisfied with the outcome of the process, City Council meetings provide an open comment period for residents at the start of each meeting to hear from the public about important issues facing Boulder and its citizens.

3.2 Opportunities for Community Engagement

BPR will host regular, bi-annual Neighbor meetings that will be open to the entire Community. These meetings will provide an opportunity for Community members to raise concerns, ask questions, learn about, and provide feedback on operations at the Reservoir.

In 2021, a late September meeting will focus on debriefing the peak season and to inform 2022 operations. Next, BPR will host a Spring 2022 meeting for a pre-season consultation.

In the future, the schedule may be amended based on need. During the Fall meeting of 2022 we will re-evaluate Neighbor meeting frequency.

4. Ensuring Compliance with Commitments

BPR will offer continuous feedback and follow through on all complaints processed through the online feedback process. Unresolved complaints can be escalated as outlined above. In addition, as it relates to Boulder Reservoir event producers and/or business partners, the following conditions apply:

4.1 Driftwind Restaurant

As outlined in the lease, BPR and the restaurant tenant will meet regularly to discuss and problem solve any issues that may arise. It is expected that these conversations will resolve most concerns. The Driftwind Lease includes language to ensure compliance with all terms and conditions..

4.2 Special Events Adherence

The city employs a robust multi-departmental review process for Special Events. Special Event producers pay a deposit to host events at the Boulder Reservoir. This deposit reserves the venue and can be held for failure to perform within permit specifications. In addition, such failure can also result in lack of future permit approvals.



Boulder Parks & Recreation

Good Neighbor ~~Agreement~~Commitments: Boulder Reservoir

5565 51st Street

Boulder, CO 80302

Draft: ~~April 5~~May 13 2021

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1. Introduction and Purpose

The Boulder Reservoir, located at 5565 51st Street, Boulder, Co 80302, is one of the most popular and heavily visited park facilities in the city and region. It is also one of only six northern Front Range facilities supporting water-based and powerboating recreation opportunities and though smaller than other area facilities, the reservoir offers a significant range of services to the community and maintains one of the highest visitation rates ~~of~~ approximately 300,000 visitors per year.

While creating positive experiences, the City of Boulder also recognizes that some of these operations may have created issues for nearby neighbors. This Good Neighbor ~~Agreement (GNA)~~Commitment (GNC) acknowledges and specifies the ongoing commitments of the city in serving the goals of delivering quality recreation experiences as well as the well-being of the neighborhood.

As used in this document, these terms have the following meanings: ~~community in this document refers to~~

Community means all residents of Boulder as well as other stakeholders in the city and county of Boulder ~~(“Community”).~~

Stakeholders ~~include other~~means visitors, user groups, business partners and governmental partners.

Neighbor ~~in the document refers to~~means all those who live in the Valhalla and Waterstone neighborhoods and other nearby Boulder Reservoir neighbors ~~(“Neighbors”).~~

The ~~Good Neighbor Agreement~~GNC for the Boulder Reservoir was drafted by City of Boulder Parks and Recreation (BPR) in February 2021. It ~~will be~~has been reviewed and commented by ~~neighbors~~Neighbors in March and April 2021 and the Parks and Recreation Advisory Board (PRAB) in April 2021 ~~and finalized and published for implementation in.~~ This May 2021. version reflects input from both Neighbors and the PRAB.

The city is committed to conscientious and thorough implementation of this AgreementGNC. The city will share this AgreementGNC with all ~~of its user groups and partners~~stakeholders to enhance consistent implementation. Moving forward, any proposed amendments to the GNC will be ~~notified~~provided to the ~~community~~Community for input prior to final approval by the PRAB.

The purpose of the Good Neighbor ~~Agreement~~Commitment is to:

- ~~Engage the Community in decisions about the operations of the Boulder Reservoir.~~
- Share BPR’s commitment to consult with Neighbors regarding operations of the Boulder Reservoir. In line with the city’s public participation model, this means that we will keep Neighbors informed, listen to and acknowledge concerns and

Attachment H Redline Showing Changes between Second Draft GNA and Final GNC

aspirations, and share feedback on how Neighbors' input influence decisions and that we will seek Neighbor's feedback on drafts and proposals.

- Establish formal and informal methods for continued communication with the Neighbors, bolstering positive partnerships between BPR and ~~neighbors~~Neighbors and facilitating problem resolution.

2. Guiding Principles

A Public Place

Boulder Reservoir is a shared community resource and a public place. Its first and foremost purpose is a valuable drinking water supply for the City of Boulder. The recreational activities at the Reservoir are provided in a manner that is compatible with the protection and management of the water supply and have grown to be deeply appreciated by community members. It is essential that it remain a place that is accessible, safe and welcoming to the general public.

Boulder Parks and Recreation Mission

The mission of Boulder Parks and Recreation is to promote the health and well-being of the entire Boulder community by collaboratively providing high-quality parks, facilities and programs. Fidelity to this mission is paramount to sustaining the spirit of the Boulder Reservoir and fulfilling the goals of the Parks and Recreation Master Plan.

A Balanced Approach

Boulder Reservoir encompasses multiple operational and contractual uses and missions. The needs and interests of many must be balanced in a manner that protects the site and spirit of Boulder Reservoir and in keeping with principles 1 and 2: above. Management decisions about surrounding uses should be made with sensitivity to potential impacts on Boulder Reservoir. At the same time, Boulder Reservoir should be managed and preserved in a manner consistent with the ~~community's~~Community's sustainability goals and with sensitivity to impacts on surrounding residential neighborhoods.

Neighborhood Enjoyment

The Boulder Reservoir sits among rural residential areas, and ~~neighbors~~Neighbors desire to maintain the health, safety, attractiveness, and livability of the area and to proactively address good neighbor practices.

3. Community Engagement & Communication

Communication between the city, ~~its Partners~~Stakeholders, the Community and the Neighbors is critically important to develop and maintain positive relationships. Methods to ensure good communication, feedback, and monitoring of this Good Neighbor ~~Agreement~~Commitment will include the following:

- Biannual neighborhood meetings, and proactive outreach by BPR to the ~~community~~Community. During the Fall meeting of 2022 we will re-evaluate neighborhood meeting frequency;
- Information posted on BPR website connecting Stakeholders to all pertinent information including contact information for BPR, Boulder Facility Supervisor and business partners;
- Implementing a process for submitting feedback;

Good Neighbor ~~Agreement~~Commitment: Boulder Reservoir

April
May 2021

- Including Neighbors in the feedback gathered from Stakeholders as part of an annual After Action Review of reservoir operations each fall. ~~Neighbors will be consulted on policy and operational alternatives and notified of decisions. Concerns will be listened to and acknowledged and we will share feedback on how public input influenced final decisions.~~

3.1 Complaint Process

In the event of any illegal activity, Neighbors should immediately notify law enforcement ~~vi~~by calling 911.

Community Grievance:

In the event of a problem, Neighbors are asked to notify BPR through the city's online customer service portal, Inquire Boulder. A BPR Reservoir employee will use best efforts ~~and to~~ acknowledge complaints within a reasonable time frame. We anticipate being able to address most issues. If the Reservoir employee cannot or does not satisfactorily resolve the problem, the complaint will be elevated through supervisory levels, on up to and including the Parks and Recreation Director.

If the problem remains unresolved, the complainants may bring their concerns to the Parks and Recreation Advisory Board via email or at public comment at the next regular business meeting. If this does not resolve the issue, both parties may consent to work with a mediator (from the City of Boulder Community Mediation Service) to help the complainant and city to resolve the dispute. In the unlikely ~~ease~~event that a complainant is not satisfied with the outcome of the process, City Council meetings provide an open comment period for residents at the start of each meeting to hear from the public about important issues facing Boulder and its citizens.

3.2 Opportunities for Community Engagement

BPR will host regular, bi-annual Neighbor meetings that will be open to the entire Community. These meetings will provide an opportunity for Community members to raise concerns, ask questions, learn about, and provide feedback on operations at the Reservoir.

In 2021, a late September meeting will focus on debriefing the peak season and to inform 2022 operations. Next, BPR will ~~next~~ host a Spring 2022 meeting for a pre-season consultation.

In the future, the schedule may be amended based on need. During the Fall meeting of 2022 we will re-evaluate ~~neighborhood~~Neighbor meeting frequency.

4. Ensuring Compliance with Commitments

BPR will offer continuous feedback and follow through on all complaints processed through the online feedback process. Unresolved complaints can be escalated as outlined above. In addition, as it relates to Boulder Reservoir event producers and/or business partners, the following conditions apply:

4.1 Driftwind Restaurant

- As outlined in the lease, BPR and the restaurant tenant will meet regularly to discuss and problem solve any issues that may arise. It is expected that these conversations will resolve most concerns. The Driftwind Lease includes language to ensure compliance with all terms and conditions..

4.2 Special Events Adherence

The city employs a robust multi-departmental review process for Special Events. Special Event producers pay a deposit to host events at the Boulder Reservoir. This deposit reserves the venue and can be held for failure to perform within permit specifications. In addition, such failure can also result in lack of future permit approvals.

2/19/2020

Contract Tracking > Thank You



OFFICE OF THE CITY ATTORNEY

FEB 19 2020

STANDARD**Contract Routing Cover Sheet**

TO: _____

Please print and attach to your document

You can view the status of your contract using the [Contract Tracking Status Page](#).


Routing Number	20200219-6533		
Originating Dept	Parks & Recreation		
Contact Person	Alison Rhodes	Phone Number	3034137249
Project Manager / Contract Administrator	Alison Rhodes	E-mail	rhodesa@bouldercolorado.gov
Counter Parties	LandLoch, LLC		
Contract Title / Type	Reservoir Restaurant Lease		
Number			
Description	The document is a lease, allowing operations of hospitality services at the Boulder Reservoir Visitor Services Center. This agreement augments the customer experience at the Reservoir with high quality food and beverage services.		
Special Instructions	Please RUSH!		
Amount		Expense Type	INCOMING

- Dept. Head Signature 

NOTE; Originating Department: Identify with a check mark all areas document needs to be routed.

- Purchasing _____
- Budget _____
- Sales Tax _____
- CAO _____
- City Manager _____
- Central Records _____

Insurance certificate will be obtained by Ali Rhodes at the commencement of lease when construction is complete.



CITY OF BOULDER
CITY ATTORNEY'S OFFICE
CENTRAL RECORDS

2020 FEB 20 PM 1:43

RESERVOIR RESTAURANT LEASE

THIS CONTRACT is made this 18 day of FEB ²⁰²⁰~~201~~ by and between the City of Boulder, Colorado, a Colorado home rule city (the "City") and LandLoch Boulder, LLC, a Colorado limited liability company (the "Tenant") (collectively, the "Parties").

RECITALS

- A. The City owns and operates the Boulder Reservoir (the "Reservoir") located at 5565 Reservoir Road in Boulder, Colorado. The Reservoir is a public facility, enjoyed by community members and visitors for its setting and recreational amenities that include a swim beach, boating and fishing.
- B. A restaurant and patio will be constructed in 2019 at the Reservoir (the "Restaurant") with an anticipated construction completion date of March 2020 and an anticipated first full season of operation in 2020.
- C. The City desires to increase the community benefit and augment the customer experience at the Reservoir by providing high quality food and beverage services at the restaurant, available to visitors, and such other ancillary use, operation and maintenance of the restaurant as described in this Contract. Tenant is willing and able to provide such services. The property and lease premises ("Premises") are depicted in Exhibit A and include the restaurant, kitchen, patio, and yard adjacent to the patio.
- D. Prior to commencement of services, Tenant shall purchase non-permanent fixtures and equipment necessary for the performance of services and as set forth in this Contract. The Tenant will also operate exterior space noted in Exhibit A which includes the Yard and the Patio. In addition, the city and the Tenant shall share operating responsibility and expenses for spaces as outlined in Exhibits B and C which include the restrooms, office spaces, and swim beach. As set forth in this Contract, City shall also be provided access for use of exterior space for a variety of uses, including but not limited to community gatherings, youth camps, special events, and other programming uses.
- E. Tenant shall pay City rent and community area maintenance ("CAM") fees as outlined in Exhibit C and retain all revenues for food and beverage sales at the Restaurant and catering through ancillary uses such as special events as set forth in this Contract.

COVENANTS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the City and Tenant agree as follows:

1. OBLIGATIONS DURING CONSTRUCTION & PRIOR TO RESTAURANT OPERATIONS

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

A. The Parties desire a restaurant and furniture selections that will meet their mutual business interests. Buildout and finish of restaurant area and kitchen are to be completed by the City, with design finishes to be mutually determined between the City and the tenant. The tenant is allotted \$30 per sq. ft. for tenant improvements to interior spaces marked in the premises as identified in the leasehold on Exhibit A (2,210 sq. ft) to be issued pursuant to agreed upon draw amounts, not to be unreasonably withheld. In addition to other obligations outlined herein, Tenant will be responsible for obtaining all applicable governmental approvals and permits necessary for the completion of tenant's improvements and the occupancy of the premises.

B. Construction completion shall mean at the time a certificate of occupancy is issued ("Construction Completion"). Unless government permits are not properly issued or modified from the original intent of the agreement, such as the redline of the outdoor space being denied or modified by the local liquor licensing authority, breach or termination by Tenant of this Contract prior to or at Construction Completion, shall result in Tenant being responsible for actual expenses the City incurred as a result of amending the design, scope and construction of the restaurant as requested by Tenant. This includes, but is not limited to, interior space adjustments, additional utility connections, and any infrastructure adjustments to the restaurant kitchen. Tenant agrees to reimburse the City for such documented expenses within 90 days of City invoicing. Furthermore, such breach or termination prior to or at construction completion shall void the entire Agreement including the lease.

C. Except as otherwise provided in Item 1(D) below, site furnishings and fixtures for the restaurant (indoor and outdoor) shall be selected, purchased and owned by the Tenant including those impermanent materials, appliances, furnishings, and infrastructure obtained, purchased, selected, installed, and utilized by Tenant for the performance of their services, which shall continue to be owned and maintained by Tenant ("Furnishings and Fixtures"). Tenant shall provide the City with a list of its Furnishings and Fixtures prior to the commencement of this lease. By way of example, Tenant-provided equipment and materials shall include: range, refrigerator, mobile food preparation and service equipment (i.e., toaster, coffee machine, etc.), shelving, ice machine, wine and alcohol storage, all utensils and serveware.

D. The City shall purchase, own and install more permanent kitchen infrastructure including grease trap, hood, sink, counters, and walk-in coolers and freezers. These items shall remain the property of the city.

E. Upon any termination or cancellation of this Contract, Tenant shall, at its own expense, remove their Furnishings and Fixtures located at the Premises. That notwithstanding, Tenant may offer these items to City for purchase at then-current market value which the City shall have no obligation to accept in whole or in part.

2. LEASE TERM, RENT AND COMMON AREA MAINTENANCE

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

A. The City agrees to lease the Premises to Tenant for use. Tenant's services in connection with food and beverage service needs at the Reservoir for a five-year term anticipated to begin in 2020 and end five years to the date thereafter. Commencement of such term shall begin from the date when a temporary certificate of occupancy is granted by the City for the Premises and all the city's construction-related work is completed (the "Possession Date"). Tenant covenants and agrees to provide said services, as set forth in this Contract during said period.

B. **Renewal.** The Parties may extend the Agreement for two subsequent five-year terms if the Tenant provides to City in writing its intent to extend the lease. "Renewal Commencement Term". Contract renewals shall be in writing and signed by both parties. Tenant shall provide City with written notice of its intent to renew no later than 180 days prior to the expiration of the most recent fully executed Contract. If tenant elects to extend the lease, rent increase shall not exceed 3% of the final price of the initial lease term.

C. The Rent Commencement Date triggers the Tenant's obligation to pay rents due under this lease and shall occur the earlier of either ninety (90) days following opening day or 150 days following the Possession Date. "Rent Commencement Date".

D. **Rent & Common Area Maintenance (CAM):** The base rent shall be calculated as follows: \$2,850/month for interior and exterior patio space as noted on Exhibit A. "Base Rent". At the time of this lease, the lease covers approximately 2,209 square feet of interior space, and 933 sq. ft. of patio/outdoor space.

Tenant shall also pay CAM charges as outlined below and in Exhibit C for the Premises including the Yard, Swim Beach and Patio, as defined in Section 5.A. The Yard and Swim Beach are licensed to Tenant by the City for Tenant's possession and control for purposes of the sale and service of alcohol, as depicted by the redline in Exhibit A. Tenant shall timely pay the City a monthly Base Rent of \$2,850 plus CAM fees on or before the 10th day of each month to begin at the Rent Commencement Date for the duration of the term.

Base Rent shall increase at the beginning of the thirteenth (13th) full calendar month from the Renewal Commencement Date by three percent (3%), which adjusted rent amount shall remain in effect for the next twelve (12) consecutive months and shall increase by three percent (3%) each twelve (12) months thereafter for the balance of the Term.

Late payments shall incur a late penalty fee of \$50 per day that it is late. Tenant may also be subject to termination of Agreement for non-payment or late payment as set forth in Section 9 of this Contract.

E. **Common Area Maintenance (CAM)** fees shall include charges for trash/recycle/compost, utilities (electric, and gas), grease trap cleaning, custodial services, and other direct costs incurred by the landlord to support tenant's operation. Calculations for CAM are outlined in Exhibit C and reflect the responsibilities for the Season and Off-season.

F. The equivalent of one (1) full month's rent is to be delivered to the city upon the Contract's execution as security deposit which shall be forfeited by Tenant upon Contract termination for any reason or upon any premises or facility damage not cured by Tenant as otherwise described in this Contract.

3. SCOPE OF SERVICES

A. The Restaurant and Events Program shall be operated year-round with anticipated minimal operating hours of 11:00 a.m. – 5:00 p.m. every day from Memorial Day Weekend through Labor Day Weekend (the "Season") of each year during the term of this Contract. The tenant expects to have the option to be open during expanded hours, beyond the minimal operating hours, as long as tenant complies with any city ordinances and use codes. These expanded hours would take place any day of the week both during the "Season" and the "Off Season" (Off-season is defined as those dates between Labor Day and Memorial Day). The Parties may agree to amend Season hours of operation in September 2020. Any change in hours of operation shall be in writing and subject to city approval. Tenant Rent and CAM charges will be abated by one month for any consecutive 4-week closure during the Off Season, provided that changes or closures are made in accordance with this lease.

B. To ensure that operations of the leasehold align with and promote community values, and to promote the success of the partnership, each entity shall abide by the Operating Guiding Principles as set forth in Exhibit B. Each entity will participate in the development and implementation of guiding policy and operational documents as outlined in Exhibit B to support collaborative management of this public space.

C. The Tenant may provide indoor amplified music. Outdoor amplified sound and/or live performances for the public's enjoyment at the patio or in connection with the ancillary use described herein may be provided subject to the city of Boulder's noise ordinance. Any deviation from the city's noise ordinance shall require written city permission. The duration, hours and level of allowed amplification in such instances shall consider the proximity of the premises to other properties, other scheduled Reservoir activities and permitted events and the rural nature of the setting. Tenant has the exclusive authority to book, manage and schedule artists for entertainment and shall be responsible for any violations or fines associated with tenant arranged or facilitated facility or premises amplified sound.

D. The Parties agree to work together in developing the Restaurant's branding concept and on-site signage to communicate the public/private partnership. The brand and name of the Restaurant shall thereafter be owned by the Tenant and utilized by Tenant solely in connection with the terms and conditions of this Contract. Signage and marketing of the Restaurant will indicate that it is operated by Tenant, reflects Tenant's branding and vision, and that the site is a City of Boulder public facility, operated in partnership with the City. Shared branding signage expenses will be split 50/50, single entity signage shall be approved by the partners and paid by the owning entity. Signage may include interior wall-mounted signage,

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

icons or way-finding on the face of the premises and at the entrance to the Reservoir in alignment with the city code and must be approved by the City in writing before installation. All signage is subject to review and approval by the City not to be unreasonably withheld.

E. Tenant shall be responsible for its employees, tenants and vendors performing services under the Contract.

F. Tenant's scheduled employees and vendors shall be allowed unpaid daily access and parking at the Boulder Reservoir during normal business hours each Season. These employees' and vendors' assigned parking locations in designated staff areas are identified in **Exhibit A** of this Contract. Such access and parking shall require a specific gate pass and may be utilized for pedestrians, cars, trucks and bicycles only (no watercraft of any type). Gate pass utilization by Tenant shall be monitored monthly. Tenant and landlord will work in good faith to resolve any conflicts that may develop due to restaurant employee parking or recreational use.

G. Revenue. Unless otherwise specified, Tenant shall retain all revenues from food and beverage sales at the Restaurant, as well as all revenues from their operation through ancillary uses such as special events.

H. Tenant shall obtain any and all permits related to the operation of a restaurant including and not limited to health inspection approvals and licenses for the provision of food and beverage services and, as Tenant might pursue, licensure allowing for the sale and consumption of alcoholic beverages.

I. Tenant shall provide and maintain adequate serveware and other equipment necessary to accommodate the food and beverage preparation, sale, and service.

J. Tenant shall staff and supervise personnel necessary and required for safe and professional operation of the Restaurant, including the kitchen and, as utilized, the exterior premises. This shall include, but not be limited to, training, retention, and supervision of TIPS-certified bartending personnel and necessary security in compliance with the liquor license.

K. Tenant shall develop, prepare, and serve high-quality, affordable menu items in the Restaurant complementary to the Boulder Reservoir's family-friendly environment.

L. Tenant shall maintain and operate the Restaurant industry standards to, including but not limited to the patio bar-area, if any, and the exterior premises as a clean, safe and aesthetically pleasing facility at all times.

M. Tenant shall pay for ancillary uses as further described in Section 5, Ancillary Uses and the Yard.

N. Maintenance. Tenant shall be responsible for annual kitchen hood cleaning, maintenance of the hood and required inspection(s). The City will be responsible for all other maintenance and repairs EXCEPT those noted as part of CAM and those caused by Tenant's negligent acts or omissions.

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

O. Tenant shall be responsible for any and all taxes or fees as a result of Tenant's business operation and the performance of services at the Restaurant.

P. Tenant shall participate in mutually agreed upon frequency and at least quarterly meetings between Tenant leadership and Boulder Reservoir site management, with such meetings to be requested by either party, to ensure the public's continued enjoyment of the Restaurant and the continued professional, safe, and mutually beneficial operation of the Boulder Reservoir. This shall include at least one meeting quarterly, when requested by either party, addressing operational coordination and expectations.

Q. To support the city's sustainability goals, tenant will support, where possible and feasible, on-site composting and recycling and promote non-single occupancy vehicle (SOV) travel, where possible by employees, business owners, guests or vendors.

4. RESPONSIBILITIES OF THE CITY

A. The City shall fund, design, develop, permit and construct the Restaurant and patio.

B. The City shall maintain the Restaurant utilities accounts. Tenant shall pay \$1000/month for its share of utilities (gas, electric, and water) on the premises, as outlined in the CAM Schedule.

C. The City shall provide reasonable access to the Restaurant as is necessitated for Tenant's operation.

D. The City shall coordinate and cooperate with Tenant to ensure the safety, cleanliness and efficiency of the Restaurant's operation.

E. The City shall co-promote the Restaurant as a public amenity available for Boulder Reservoir visitor and reserved groups during the Term with collateral to be approved by communications team, ownership or management, to ensure a consistent branding message to customers.

F. The City will be responsible for maintenance and repairs EXCEPT concerning the kitchen hood, those noted as part of CAM and outlined in Exhibit C, and those caused by Tenant's negligent acts or omissions or those acts or omissions of Tenant's subleases.

5. ANCILLARY USES AND EXTERIOR SPACE

A. To support Tenant's anticipated operations at the Restaurant and to encourage the financial viability of these endeavors, the lease includes tenant's operation of exterior space noted as "the Yard" in Exhibit A. The City hereby grants Tenant a license to possess and control The Yard and Swim Beach for purposes of the sale and service of alcohol, as

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

depicted by the redline in Exhibit A. Tenant shall fund the cost of the patio area enclosure, rental or purchase of outdoor furniture, and fencing or separation defining that area of the property.

B. The Parties intend mutual utilization of exterior space will substantially contribute to their respective success under this Contract and the Parties shall work together in good faith to ensure a pleasant visiting experience for guests, avoiding conflicts with the City's admission paying public's enjoyment of the Boulder Reservoir. The Parties shall strive for complementary and thoughtful scheduling and management of special events and scheduled bookings through regular communications between the Parties.

C. The Parties agree that Tenant may utilize the leasehold area and exterior space for private events, as reserved by guests and clients of Tenant, evenings after 6:00p.m. Memorial Day to Labor Day and anytime Labor Day to Memorial Day ("Private Party Bookings" or "booking"). Prior to 6:00p.m. during the Season, the space is to be available for general public usage. Notice of each such booking shall comply with all relevant local and state ordinances, and be immediately communicated to the Boulder Reservoir's Point of Contact and no less than seven (7) business days prior to a scheduled event and will include:

- Anticipated guest count maximum;
- Anticipated number of vehicles and whether special vehicle access shall be requested;
- Number and specific hours of event, including load in/load out;
- Anticipated use and duration of amplified sound;
- Anticipated service of alcoholic beverages, as applicable; and
- Subject to written city approval, any request for alternative hours or access associated with the event.

D. For each such booking, and in addition to all monthly rent and CAM fees described above, Tenant agrees to remit to the City reimbursement for expenses as outlined in Exhibit C incurred due to the ancillary and/or Off-Seasons operations.

E. Tenant may from time to time, in accordance with the lease terms and without inhibiting public access to the premises as outlined, rent space within the controlled border of the premises to outside caterers, food trucks, or other vendors, either to provide additional services to the public or to provide services for private events. The terms of the lease and the associated documents supersede any right to rent space to any third party. Tenant shall retain 100% of the net profit from any such sublease and agrees to be fully responsible for all acts or omissions of any sublessee.

F. The City shall not lease any portions of the leasehold to other entities during the term of this agreement. That notwithstanding, the parties agree that Tenant will promote, encourage and annually report on sublessees or vendor solicitations and nothing herein shall prevent or preclude the City from offering limited Special Events permits or licenses outside of the leasehold area on the broader Reservoir property as further provided in item 5(G) below provided that Tenant is promoted as a preferred caterer (but not exclusive) for all catering services for all associated City-permitted Events and also made aware of event scheduling.

G. If the City otherwise schedules use outside of the leasehold including, but not limited to, Special Event Blackout Dates, the City shall promptly notify Tenant in order to avoid scheduling conflicts. Such City activities may include, but shall not be limited to, daytime, weekday utilization of the area for coordination of programming and youth camp shade areas, smaller private parties secured directly through the City, special events such as IronMan, and community gatherings. In those instances, the City agrees to position Tenant as the preferred Restaurant caterer and sole alcohol licensure/bartending service available. These six dates will be set each year and communicated to the Tenant with consideration given to impacts on business.

H. The Parties agree that the Restaurant is a City amenity and that Tenant shall provide catering (food only) for up to six (6) City-presented events at the Restaurant without Facility Rental costs and otherwise *at cost each year* during the Term of this Contract. Such civic use may include, but shall not be limited to, neighbor or volunteer appreciation events, community open-house or engagement, board or commission retreats or City staff meetings. The City shall annually determine and identify the six (6) City-presented events and potential civic uses and dates will be cleared with Tenant to ensure there are no conflicts with other events. The Parties agree that such activities shall be limited during the Season, shall prefer non-weekend dates in the off-Season, and be coordinated with the tenant to limit business impacts.

6. INSURANCE

Tenant agrees to procure and maintain in force during the term of this Contract, at its own cost, the following minimum coverages:

- A. Workers' Compensation and Employers' Liability
 - i. State of Colorado: Statutory
- B. General Liability
 - i. General Aggregate Limit: \$2,000,000
 - ii. Per Occurrence: \$1,000,000

Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001 and should include both ongoing and completed operations coverages up to the policy limits.

- C. Automobile Liability Limits¹
 - i. Bodily Injury & Property Damage Combined Single Limit: \$1,000,000
- D. Liquor Liability Coverage \$2,000,000

¹Applicable only if Tenant, its agents, employees, or representatives will be using motor vehicles in Colorado while performing services.

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

Coverage provided should be at least as broad as found in ISO form CA0001 (BAP) including coverage for owned, non-owned and hired autos.

- E. Insurance shall:
 - i. Provide primary coverage;
 - ii. **Include the City of Boulder and its officials and employees as additional insureds** as their interest may appear (except for Worker's Compensation). Additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for auto liability;
 - iii. Include a waiver of subrogation for General Liability coverage;
 - iv. Issue from a company licensed to do business in Colorado having an AM Best rating of at least A-VI; and
 - v. Be procured and maintained in full force and effect for duration of work.

F. Certificates of Insurance evidencing the coverages described herein, shall be forwarded to Purchasing. **Certificate Holder shall be: City of Boulder, 1777 Broadway, Boulder, CO 80302.**

G. Within seven days after receiving insurer's notice of cancellation or reduction in coverage, Tenant, or its insurance broker, shall notify the City. In either such case, Tenant shall promptly obtain and submit proof of substitute insurance complying with the City's insurance requirements.

7. INDEMNIFICATION/LIABILITY

Tenant agrees to indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons arising from its performance of this Contract, including property and employees or agents of the City and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of Tenant's operations or subleasing in connection with this Contract, including operations of sub-tenants and acts or omissions of employees or agents of Tenant or its sub-tenant.

The City agrees that Tenant shall not be liable for any delay or non-performance due to the failure of the source of supply from which Tenant obtains the materials to make delivery, or due to delays in transportation, labor strikes, floods, fires, acts of God, or to the acts or regulations of any governmental entity or any branch or agency thereof. Tenant however, shall not be excused from liability for delays or non-performance caused by events or conditions within its control, nor for delays or non-performance which it could have foreseen and avoided, prevented or significantly ameliorated by exercising reasonable prudence or diligence, nor for any delays or non-performance caused in whole or in part by Tenant itself. In the event of delay or non-performance by Tenant for any reasons set forth in this paragraph, or for any other reason, the City shall be free to obtain said services from other sources without incurring liability or damages to the Tenant.

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

8. INDEPENDENT CONTRACTOR

The relationship between Tenant and the City is that of an independent contractor. Tenant shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. Tenant shall not be deemed to be, nor shall it represent itself as, an employee of the City. No employee or officer of the City shall supervise Tenant. **Tenant is not entitled to worker's compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Contract.**

9. TERMINATION

A. In the event that fire, or flood, windstorm, tornado, earthquake, or other natural disaster damages or destroys the Restaurant to the extent that it cannot be repaired or replaced within 60 days, this Contract shall be deemed to be mutually terminated, with each of the Parties to bear its own losses due to such termination.

B. Upon failure of Tenant to comply with any of the provisions or conditions of this Contract, including, without limitation, the timely payment of all rent and fees due under this Contract, the provision of a valid certificate of insurance, or failure to perform satisfactorily its scope of services, this Contract may be terminated at the option of the City following 15 days' written notice, if Tenant has not cured the default during such period. The same 15 days' written notice and cure provision shall apply to any defaults of the City's obligations under this Contract.

10. GENERAL CONDITIONS

A. Assignment. This Agreement may not be assigned by Tenant without the prior written consent of the City, which it may withhold at its sole discretion. However, such consent shall not be unreasonably withheld.

B. Governing Law. This Contract shall be subject to the provisions of the Charter and Municipal Code Ordinance of the City of Boulder, and Colorado law.

C. No Third Party Beneficiary. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the City and Tenant. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the City and Tenant that any such party or entity, other than the City or

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

Tenant, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

D. Severability. To the extent that this Contract may be executed and performance of the Parties' obligations may be accomplished within the intent of this Contract, the terms of this Contract are severable, and should any term or provision of this Contract be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other contract or provision.

E. Waiver. The waiver of any breach of a term, provision, or requirement of this Contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

F. Integration and Merger. This Contract is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by the City pursuant to City rules.

G. Prohibition on Contracts for Public Services. The Tenant certifies that the Tenant shall comply with the provisions of section 8-17.5-101 *et seq.*, C.R.S. The Tenant shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subtenant that fails to certify to the Tenant that the subtenant shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Tenant represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this contract through participation in either the E-Verify or the Department Program; (ii) that Tenant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed; and (iii) if Tenant obtains actual knowledge that a subtenant performing work under the public contract for services knowingly employs or contracts with an illegal alien, Tenant shall be required to:

- a) Notify the subtenant and the contracting state agency or political subdivision within three days that Tenant has actual knowledge that the subtenant is employing or contracting with an illegal alien; and
- b) Terminate the subcontract with the subtenant if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subtenant does not stop employing or contracting with the illegal alien; except that Tenant shall not terminate the contract with the subtenant if during such three days the subtenant provides information to establish that the subtenant has not knowingly employed or contracted with an illegal alien.

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

Tenant further agrees that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If Tenant fails to comply with any requirement of this provision or section 8-17.5-101 *et seq.*, C.R.S. the City may terminate this contract for breach and Tenant shall be liable for actual and consequential damages to the City.

H. Appropriations. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Contract, the City's obligations under this Contract are subject to annual appropriation by the City Council of the City. Any failure of a City Council annually to appropriate adequate monies to finance the City's obligations under this Contract shall terminate this Contract at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Tenant of any failure to appropriate such adequate monies.

I. Authority. Tenant warrants that the individual executing this Contract is properly authorized to bind Tenant to this Contract.

J. Compliance with Laws. At all times during the performance of this Contract, Tenant shall strictly adhere to all applicable federal, state, and city laws. The term "laws," as used in this Contract, includes, without limitation, all federal, state, county, and city statutes, ordinances, codes, charters, laws, rules and regulations.

K. Notice. Whenever notice is required by this Contract, it shall be in writing, by email, hand-delivery, or certified mail, return receipt requested, and addressed to the following:

City of Boulder:
City Manager
1777 Broadway
Boulder, Colorado 80306

With a copy to:

City of Boulder
Department of Parks & Recreation
Project Manager
3198 Broadway Street
Boulder, Colorado 80304

LandLoch, LLC
2075 Oak Ave
Boulder, CO 80304

Notice given by hand-delivery shall be effective immediately, and notice by mail shall be effective three days after it is deposited in the United States mail depository correctly addressed with sufficient postage for delivery.

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

- Exhibit A** **Map of Boulder Reservoir property and lease premises**
- Exhibit B** **Operating Agreements**
- Exhibit C** **Maintenance Responsibilities and CAM calculations**

(signature page follows)

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

This Agreement shall be effective as of the date written above on the first page.

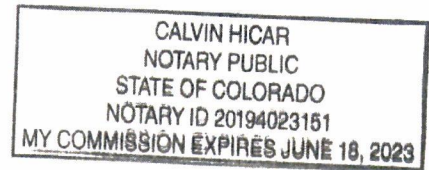
TENANT

By: 

Title: JOSH DINAR, MANAGING MEMBER

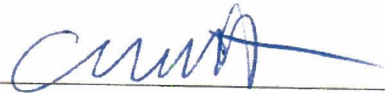
STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Acknowledged before me, a notary public, this 18th day of FEB., 2020,
by Joshua Dinar (Tenant name) as
Managing Member (Tenant title).



Witness my hand and official seal.
My commission expires:

JUNE 18th, 2023

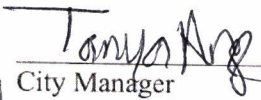


Notary Public

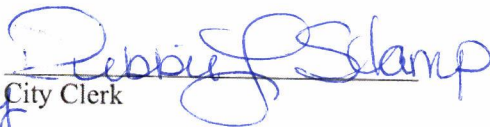
(SEAL)

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

CITY OF BOULDER


Deputy City Manager

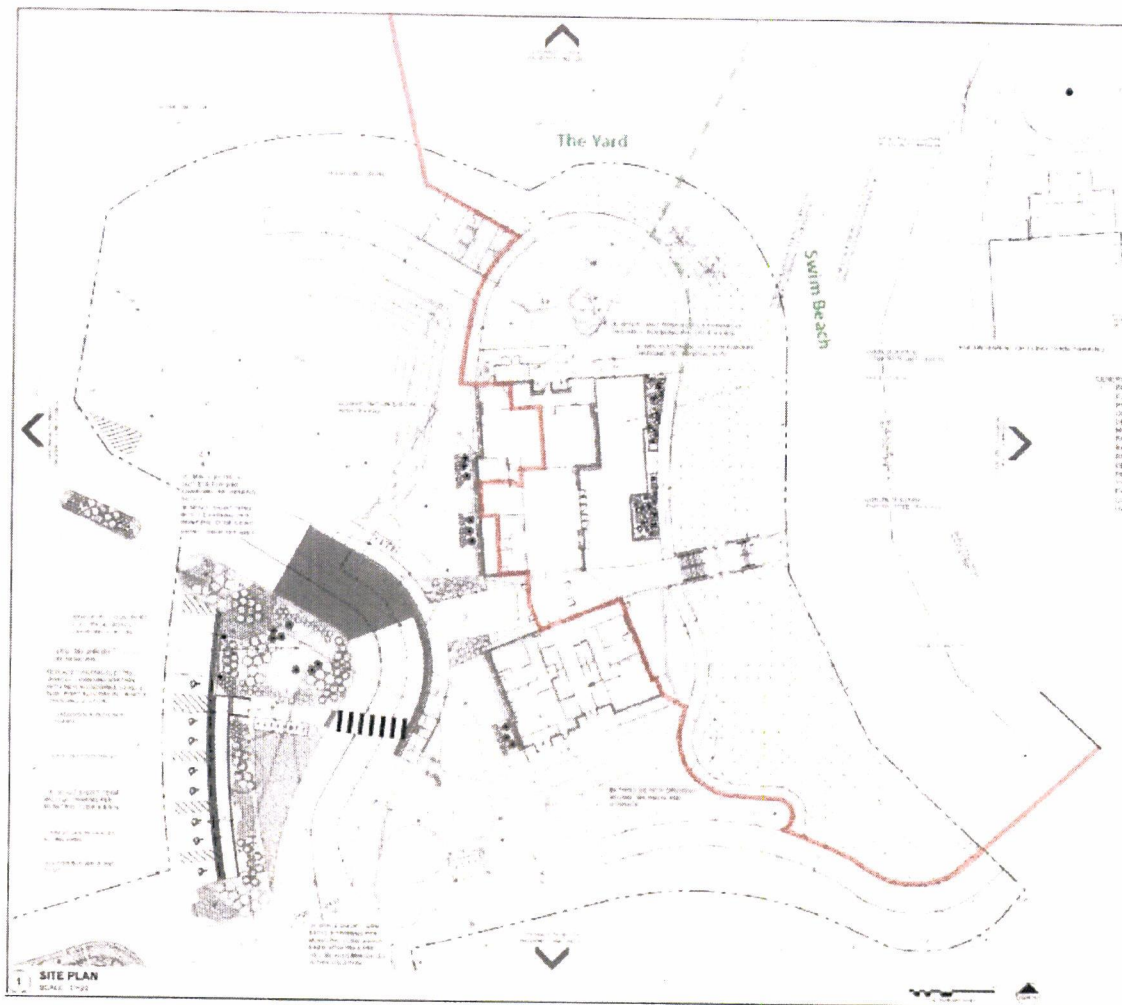
ATTEST:


Acting Deputy City Clerk

APPROVED AS TO FORM:


City Attorney's Office

EXHIBIT A
Map of Boulder Reservoir property and lease premises



The leasehold includes the restaurant, kitchen and patio adjacent to the building. The redlines indicate the maximum extent of the tenant's liquor license "redline", which may be adjusted pending input.

EXHIBIT B
Boulder Reservoir and LandLoch, LLC
Operating Guiding Principles

The intent of this document is to outline partnership agreements that do not fit within the lease, and as an exhibit, to capture the spirit of the agreement. It may be updated with both partners' agreement and approval as operations commence and lessons are learned.

Purpose of the Guiding Principles

These guiding principles represent a shared statement about the nature of the Boulder Reservoir and the manner in which its partners (the City of Boulder and LandLoch, LLC) intend to collaborate in its management.

1 A Public Place

Boulder Reservoir is a shared community resource and a public place. Its first and foremost purpose is a valuable drinking water supply for the City of Boulder. The recreational activities at the Reservoir are provided in a manner that is compatible with the protection and management of the water supply and have grown to be deeply appreciated by community members. It is essential that it remain a place that is accessible, safe and welcoming to the general public.

2 Boulder Parks and Recreation Mission

The mission of Boulder Parks and Recreation is to promote the health and well-being of the entire Boulder community by collaboratively providing high-quality parks, facilities and programs. Fidelity to this mission is paramount to sustaining the spirit of the Boulder Reservoir and fulfilling the goals of the Parks and Recreation Master Plan.

3 A Balanced Approach

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

4 Collaborative Place Management

To achieve the balanced approach described in principle 3, the Boulder Reservoir (including the Restaurant leasehold) must be collaboratively managed. In particular, the following components of collaborative place management must be clearly defined and agreed to by the city and LandLoch, LLC with the city retaining final approval authority:

4a Roles and Responsibilities. The city and the Reservoir Restaurant have the joint responsibility of supporting and enhancing the spirit and unique character of Boulder Reservoir through collaborative place management as well as the responsibility of managing specific public and private assets:

- LandLoch, LLC has the role of enhancing the visitors' experience at the Boulder Reservoir through delivery of its restaurant and events program. The Dining Out Group also has the responsibility, under its lease with the city, of managing certain public assets in a manner consistent with its Boulder Parks and Recreation mission and these guiding principles.
- The City of Boulder has multiple roles, including:
 - 1) Owner of the underlying land throughout Boulder Reservoir, the Visitor Services Center, restaurant, kitchen, patio, and yard adjacent to the patio in the leasehold, serving in this role as landlord. Importantly, honoring the Reservoir's role as a water source, the city is responsible for protecting water quality.
 - 2) Manager of the public infrastructure throughout Boulder Reservoir and of the public assets and lands outside the leasehold, including all the surrounding buildings and reservoir amenities; 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.

4b Thresholds for Collaborative Processes. Effective collaboration among the core entities responsible for the Boulder Reservoir management is critical. In general, the collaborative processes between LandLoch, LLC, the city and the public should proportionately increase as the scope of the proposed change increases.

- Threshold 1: Minor Modifications and Operational Changes. 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 LandLoch, LLC and the city is essential.
- Threshold 2: Significant Modifications and Operational Changes 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 development of a boathouse or other South Shore improvements.

- **Threshold 3: Significant Modifications and Operational Changes.** These are changes similar in scope or impact to those in Threshold 2, but which would clearly benefit from joint interest in their planning and implementation. Due to the shared interest, these may require an even higher degree of collaboration early and throughout the process. An example of this type of change includes but is not limited to the following: Significant changes to operational hours or schedules, significant changes to use and/or allowed uses of site.

5 Guiding Policy Documents. To support a collaborative approach to management of the Visitor Services Center area key operational policy documents should be jointly developed and adopted by the core parties. These include but are not limited to: common area Standard of Practice Procedures for the Boulder Reservoir; Policies, Procedures, Rules, Emergency Action Plans (EAPs), and the Protection of Reservoir water pertaining to Aquatic Nuisance Species Protocol.

6 Public Information and Input. Because the management of the Visitor Services Center is a shared responsibility across the two parties, it could 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.

7 Event and Operational Coordination. To promote an effective partnership, the parties will each designate a Point of Contact (POC) for this lease. POCs will mutually agree upon meeting frequency based on seasonal or operational needs. POCs will develop a collaborative approach to effectively manage event schedules. Both parties will develop a master event schedule of events conducted outside of Boulder Reservoir operating hours, which include but are not limited to: notice to POC, coordination of gate access of events, communication plan to include emergency response, schedule changes, rental and event updates, and on-site chain of command for immediate needs and expense reimbursement of levels of service as outlined in the CAM Exhibit.

8 Reservoir Access. Boulder Reservoir POC will work with LandLoch POC to develop procedures for employee and vendor gate access. Boulder Reservoir and LandLoch, LLC mutually agree to define staff parking. Tenant agrees to related cost responsibilities as referred to in Exhibit C.

9 Alcohol and Safety. To promote safe consumption of alcohol, the tenant's redline includes the restaurant, patio, northern yard and Swim Beach. Tenant will provide appropriate controls to beach access areas that facilitate compliance with safe liquor practices and public access. EAP

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

and Emergency code training for Tenant staff will be coordinated with Reservoir staff. SOP will be created for addressing any alcohol related issues.

EXHIBIT C

Common Area Maintenance and other Expenses to be paid by tenant
Maintenance Responsibilities

	Methodology	The Season	Off Season
Utilities			
Natural Gas and Electric	Fixed Bill	\$ 1,000	\$ 1,000
Contracted Services			
Waste Services (trash/recycling/compost)	Fixed Bill	\$ 200	\$ 200
	Plus Direct Fee for Additional Services	As accrued	As accrued
Janitorial	Fixed Bill	\$ 800	\$ 800
Communications/Network		N/A	
TOTAL Monthly CAM		\$ 2,000	\$ 2,000

Events outside of operating hours

Gate Staff	100%	100%
Supplemental Custodial	100%	100%

Beach Maintenance Beyond Existing Service Levels

Existing Level by City:	100%	100%
Sand Groomed Once/Day during Season		
Additional Sand added each Spring		

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

EXHIBIT C: Boulder Reservoir Maintenance Responsibilities DRAFT 11/19

Category	Cleaning		Maintenance		Repair		Replacement	
	BPR	LandLoch	BPR	LandLoch	BPR	LandLoch	BPR	LandLoch
Site Exterior								
Landscaping								
Paving - terrace, walks, ramp lighting								
Irrigation Systems & related pressure devices								
Sand								
Retaining Walls								
Site fences, handrails, guardrails								
Redline Liquor Permit Fencing								
Side steps and ramps to public right of way								
Site Signage	50%	50%	50%	50%	50%	50%	50%	50%
Trash enclosure, gates & parking space								
Exterior Lighting (lightbulbs)								
Trash receptacles								
Interior Leasehold								
Exposed foundation walls								
Windows exterior								
Exterior of outer walls								
Interior of outer walls								
Interior walls								
Ceilings								
Flooring								
Roof								
Doors								
Door hardware					MM	OM	MM	OM
Door lock cylinders and keying								
Restroom plumbing fixtures								
Restroom partitions								
Restroom accessories, i.e. mirrors, dispensers								
Restroom built-in receptacles								
Kitchen equipment								
Graffiti on exterior								
Building super structure								
Interior Furnishings, Fixtures and Equipment								
Artwork and furniture owned by the tenant								
Artwork and furniture owned by the city								
Glassware, tableware, table cloths, etc.								
Kitchen ware								
Loose trash receptacles								
Cafe and Patio Furniture								
Building Plumbing System								
Drain, waste, vent system					MM	OM		
Grease trap					MM	OM		
Storm drainage system								
Supply water piping and valving					MM	OM		
Hot water heater								
Water meter								
Kitchen floor sinks							MM	OM
Kitchen hand sinks							MM	OM
Food preparation or food cleaning sinks								
Dish washing equipment and sinks								
Hose bibs								
Rough-in of connection of kitchen equipment								
Connection of kitchen equipment								
Backflow prevention devices								
Pressure reducing devices								
Fire Protection								
Valving, piping, heads								
Hood fire protection system								
Backflow prevention devices								
Fire extinguishers								
Smoke, fire alarms devices and wiring								
Heating, Ventilation and Air Conditioning (HVAC)								
Primary HVAC equipment								
HVAC control equipment								
HVAC distribution and diffusing systems								
Diffusers								
HVAC fluids, filters, etc.								
Kitchen exhaust hood								
Restroom exhaust								
Electrical Systems								
Panels and disconnects					MM	OM		
Wiring					MM	OM		
Switching and convenience outlets					MM	OM		
Connection of kitchen equipment to disconnects								
Kitchen equipment, non-conduit wiring								
Emergency lighting								

Attachment I Landloch LLC Reservoir Restaurant Lease 2020

Lighting:					
- ballasts					
- lamps					
- lens and trim					
- fixtures					
Exterior lighting					
Telephone pre-wire					
Telephone equipment					
Data communications within premises	50%	50%	50%	50%	50%
Surveillance systems (internal)					
Fire & security alarm systems, telephone dialer					

**FIRST AMENDMENT TO FEBRUARY 18, 2020 RESERVOIR RESTAURANT
LEASE**

This First Amendment to Reservoir Restaurant Lease dated February 18, 2020 (the "Lease") is made as of the 30th day of October, 2020, by and between the City of Boulder, Colorado, a Colorado home rule city (the "City"), and LandLoch Boulder, LLC, a Colorado limited liability company ("Tenant"). The City and Tenant may hereinafter be referred to as a "Party" or collectively as the "Parties."

A. The Parties entered into a Lease dated February 18, 2020 and anticipated its first full season of operations in May 2020. The City desired to increase the community benefit and augment the customer experience at the Reservoir by providing high quality food and beverage services at a restaurant, available to visitors, and such other ancillary use, operation and maintenance of the restaurant as described in the Lease. The property and lease premises (the "Premises") are depicted in Exhibit A of the Lease and include the restaurant, kitchen, patio, and yard adjacent to the patio. Due to unforeseen circumstances, including the occurrence of a worldwide pandemic, Tenant was unable to provide services for the 2020 Season.

B. The Parties wish to amend the terms of the Contract and to clarify the promises and obligations of the parties.

NOW THEREFORE, in consideration of the promises and obligations set forth below, the Parties agree to amend the Lease as follows:

1. Paragraph B of "RECITALS" of the Lease is replaced by the following, to read:

B. Commencement of lease term shall begin January 1, 2021 and Tenant shall provide services through the first full operations season of 2021 and every season thereafter until the expiration of the lease term. Tenant covenants and agrees to provide said services, as set forth in this Contract during said period.

2. Section 2, "LEASE TERM, RENT AND COMMON AREA MAINTENANCE" of the Lease is replaced to read as follows:

2.A. The City agrees to lease the Premises to Tenant for use as described in this Lease and Tenant shall provide food and beverage service needs at the Reservoir for a five-year term anticipated to begin in 2021 and end five years thereafter. Commencement of the five-year lease term shall commence on January 1, 2021 ending December 31, 2025. Commencement of Tenant services shall begin January 1, 2021 through the first full Season, as defined in paragraph 3A, beginning no later than May 31, 2021. Tenant covenants and agrees to provide said services, as set forth in this Lease during said period and for each Season thereafter until the lease term expires.

2.C. Tenant's obligation to pay rents due under this Lease shall occur ninety

(90) days following opening day, the "Rent Commencement Date," and shall be due on the same day each month thereafter until the lease term expires.

3. Section 3 of the Lease, "SCOPE OF SERVICES," is expanded to include the following additional provisions, which read as follows:

3.A. The Restaurant and Events Program shall be operated year-round with anticipated minimal operating hours of 11:00 a.m. - 5:00 p.m. every day from Memorial Day Weekend through Labor Day Weekend (the "Season") of each year during the term of this Lease. Tenant expects to have the option to be open during expanded hours, beyond the minimal operating hours, as long as tenant complies with any city ordinances and use codes. These expanded hours would take place any day of the week both during the "Season" and the "Off Season" (Off-season is defined as those dates between Labor Day and Memorial Day). The Parties may agree to amend the Season hours of operations in September 2021. The City will identify the City closure days per calendar year. Tenant is responsible for expenses for operations during the City closures, should Tenant be open. Any change in hours of operation shall be in writing and subject to the City's approval. Tenant Rent and CAM charges will be abated by one month for any consecutive 4-week closure during the Off Season, provided that changes or closures are made in accordance with this lease.

3.R. Tenant shall provide the City with a written inventory of furnishing and fixtures, that includes who owns which pieces of equipment. Tenant will provide the inventory before opening Season (May 31, 2021). The inventory will be updated annually. The inventory will be included as an exhibit to this agreement through a written amendment. The City reserves the right to request service and maintenance records for determining what the City is not responsible for with respect to ongoing maintenance and service needs.

4. Section 4, of the Lease, "RESPONSIBILITIES OF THE CITY," is replaced to read as follows:

4.F. The City reserves the right to request Tenant to provide service and maintenance records on City owned equipment. Tenant shall timely comply with requests for such records.

5. Section 5 of the Lease, "ANCILLARY USES AND EXTERIOR SPACE," is expanded to include the following additional provisions, which read as follows:

5.A. Tenant will obtain the necessary approvals from the City's permitting department for structure upgrades and building changes.

Attachment J Landloch LLC Reservoir Restaurant Lease 2020 First Amendment

6. A new paragraph, 10.L., is added, which reads as follows:

10.L. A Party shall not be liable for any failure of or delay in the performance of this Lease for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

7. A certificate of insurance shall be provided to the City by Tenant, evidencing coverage for the extended term of the Lease.

8. Except as amended herein, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties to this First Amendment have caused it to be executed by their authorized officers as of the day and year above first written. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

/SIGNATURE PAGE FOLLOWS/

Attachment J Landloch LLC Reservoir Restaurant Lease 2020 First Amendment

TENANT

By: [Signature]

Title: MANAGING MEMBER

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Acknowledged before me, a notary public, this 1st day of December, 2020, by
Soshua binar, as Managing Member.

Witness my hand and official seal.

My commission expires: 12/1/2021

MATTHEW J KLIEFORTH
NOTARY PUBLIC
(SEAL) **STATE OF COLORADO**
NOTARY ID 20094038957
MY COMMISSION EXPIRES DECEMBER 01, 2021

[Signature]
Notary Public

CITY OF BOULDER

Chin J. Muhl
City Manager

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

Sandra Llanes
City Attorney's Office



STANDARD

Contract Routing Cover Sheet

Please print and attach to your document

You can view the status of your contract using the [Contract Tracking Status Page](#).

Routing Number	20210201-7634		
Originating Dept	Parks & Recreation		
Contact Person	Charlotte O'Donnell	Phone Number	7203018376
Project Manager / Contract Administrator	Stepahnie Munro	E-mail	munroS@bouldercolorado.gov
Counter Parties	LandLoch Boulder LLC		
Contract Title / Type	2nd Amendment to Restaurant Lease		
Number			
Description	Amending to clarify COVID impacts to original operations agreement. The COI will be collected upon opening in May 2021, per our emails with Sandra.		
Special Instructions			
Amount		Expense Type	

• Dept. Head Signature 

NOTE; Originating Department: Identify with a check mark all areas document needs to be routed.

- Purchasing _____
- Budget _____
- Sales Tax _____
- CAO  _____
- City Manager _____
- Central Records _____

**SECOND AMENDMENT TO FEBRUARY 18, 2020
RESERVOIR RESTAURANT LEASE**

This Second Amendment to the February 18, 2020 Reservoir Restaurant Lease (the "Lease") is made as of the 1 day of February 2021, by and between the City of Boulder, Colorado, a Colorado home rule city (the "City"), and LandLoch Boulder, LLC, a Colorado limited liability company ("Tenant"). The City and Tenant may hereinafter be referred to as a "Party" or collectively as the "Parties."

A. The Parties entered into a Lease dated February 18, 2020, which anticipated that Tenant's first full season of operations would commence in May 2021. Due to the COVID-19 pandemic and other factors, the Parties agreed to amend the Lease on October 30, 2020 to clarify the term, rent, common area maintenance, the scope of services, the responsibilities of the City, and the ancillary uses and exterior space.

B. The Parties wish to amend the terms of the Lease for a second time to revise the description of the Premises, clarify Tenant's responsibilities with regard to the service of alcohol and the granting of use of the Premises, and further clarify the promises and obligations of the Parties. Changes shall be denoted in bold and underlined.

NOW THEREFORE, in consideration of the promises and obligations set forth below, the Parties agree to amend the Lease as follows:

1. Exhibit A is stricken and replaced by a new Exhibit A, attached hereto and incorporated herein by this reference.

2. Section 5.C. of the Lease is amended to read in its entirety as follows:

5.C. The Parties agree that Tenant may utilize the leasehold area and exterior space for private events, as reserved by guests and clients of Tenant, evenings after 6:00 p.m. Memorial Day to Labor Day and anytime Labor Day to Memorial Day ("Private Party Bookings" or "booking") **so long as Tenant is the only entity serving alcohol. Tenant must provide food while alcohol is served, but may permit others to provide food for the private event so long as Tenant maintains exclusive possession and control of the kitchen. Only Tenant's food sales shall be used to meet its food service requirements.** Prior to 6:00 p.m. during the Season, the space is to be available for general public usage. Notice of each such booking shall comply with all relevant local and state ordinances, and be immediately communicated to the Boulder Reservoir's Point of Contact and no less than seven (7) business days prior to a scheduled event and will include:

- Anticipated guest count maximums;
- Anticipated number of vehicles and whether special vehicle access shall be requested;
- Number and specific hours of event, including load in/load out;
- Anticipated use and duration of amplified sound;

Attachment K Landloch LLC Reservoir Restaurant Lease 2021 Second Amendment

- Anticipated service of alcoholic beverages, as applicable, and
- Subject to written city approval, any request for alternative hours or access associated with the event.

3. Section 5.E. of the Lease, is stricken and replaced with the following:

5.E. Tenant may from time to time, in accordance with the lease terms and without inhibiting public access to the premises as outlined, provide other vendors permission to use portions of the premises in order to provide alternative food options so long as Tenant is present and operating at all times that vendors are present. Tenant must maintain possession and control of premises at all times. In addition, pursuant to state liquor laws, Tenant if granted a liquor license, is the only entity on the Premises legally allowed to serve alcohol. If granted a hotel and restaurant liquor license, Tenant must, while serving alcohol, also provide meals between the hours of 8 a.m. and 8 p.m. and meals and light snacks and sandwiches after 8 p.m. Vendors may, with permission of the Tenant, include outside caterers, food trucks, or other vendors. Food trucks may be allowed as vendors so long as they are not prohibited by local law and follow city requirements. Vendor's food sales are meant to supplement and not replace Tenant's liquor license food requirements and may not be used to meet Tenant's food service requirements or calculate meal percentages. The terms of the lease and the associated documents supersede any right to allow a vendor use of the Premises.

Tenant shall retain 100% of Tenant's proceeds from permitting vendors to use any portion of the Premises and agrees that if Tenant is granted a liquor license, the licensed premises remains Tenant's responsibility and Tenant shall be fully responsible for all acts or omissions of any such vendors. Furthermore, Tenant shall require that Vendors maintain the insurance coverages required in Section 6 of the Agreement and provide Tenant with certificates of insurance evidencing such coverage. Tenant, in turn, shall make such certificates of insurance available to the City.

4. Except as amended herein, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties to this Second Amendment have caused it to be executed by their authorized officers as of the day and year above first written. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

[SIGNATURE PAGE FOLLOWS]

Attachment K Landloch LLC Reservoir Restaurant Lease 2021 Second Amendment

CONTRACTOR

By: [Signature] Josh Dinar
Title: MANAGING MEMBER

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Acknowledged before me, a notary public, this 29th day of January 2021, by
Joshua Dinar, as Contractor.

Witness my hand and official seal.
My commission expires:

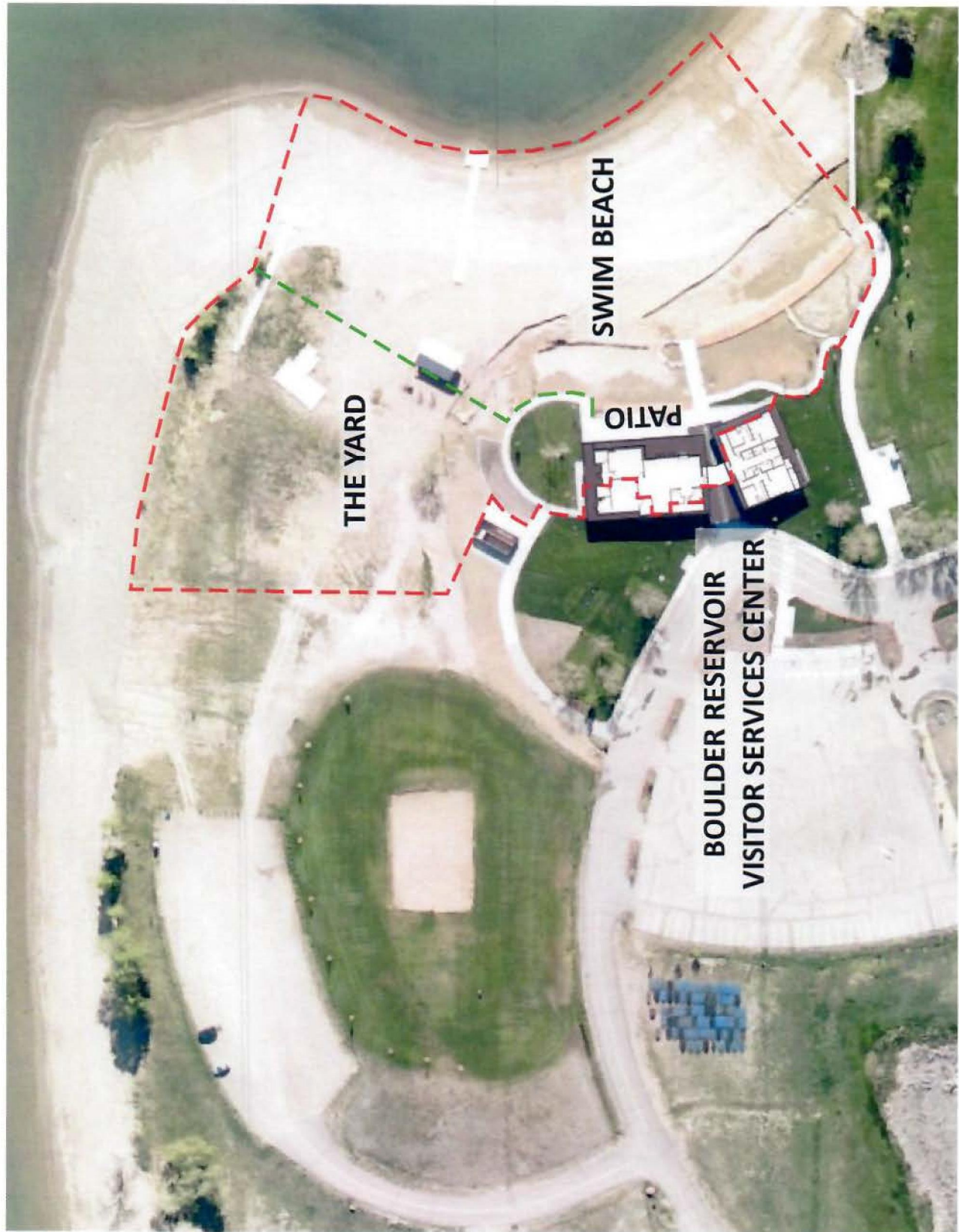
[Signature] Christina Veltri
Notary Public



CITY OF BOULDER
[Signature]
City Manager

ATTEST:
[Signature]
City Clerk

APPROVED AS TO FORM:
[Signature]
City Attorney's Office



2021 Boulder Reservoir Driftwind Operations Overview

Boulder Parks and Recreation (BPR) manages all areas of the Boulder Reservoir with a balance of preservation and recreation as outlined in the vision from the Boulder Parks and Recreation Master Plan. This operation overview outlines 2021 operation agreements between BPR and Driftwind Restaurant. Per clause 3.B of the lease, this document must be complied with by both parties.

These agreements apply to 2021. Data and feedback will be collected throughout the season and considered in the After-Action Review (AAR) conducted each fall. The AAR is how the city applies an adaptive management approach to resource protection and enhancement as outlined in the Boulder Reservoir Master Plan. An adaptive management approach involves the ongoing monitoring of resource conditions, assessment of the effectiveness of management actions, revisions of management actions based on new information from research and learning from experience.

HOURS OF OPERATIONS

Driftwind's regular hours of operation for 2021 are 9:00 a.m.- 9:00 p.m. Monday - Thursday and 9:00 a.m. - 10:00 p.m. Friday - Sunday. There may be fluctuations based upon the season or private events. Incoming gates will close by 9:00 p.m. every day (except for taxi and/or rideshare).

EVENTS

Private Events - Private events facilitated by Driftwind are allowed through the Lease, with requirements to ensure they are a value-add for the community and minimize impacts on the site or neighbors. These events are governed by City of Boulder regulations, Boulder Parks and Recreation policies, the Lease and this Operations Overview. Private events must end by midnight per the Lease. Private events that are allowed with no additional permission from the city include:

- Do not require any noise variance for additional amplified sound;
- Do not require support from City staff (e.g. any activity past 9:00p.m.); or
- Do not exceed 200 attendees.

Special Events - Special events are governed by all requirements of the City of Boulder [Special Events Guide](#). Reservoir specific requirements are outlined in Appendix A.

All Medium and Large Special Events (those with over 200 participants) are posted on the City of Boulder website by May 15. This list is updated regularly to reflect any changes. This listing includes impacts to the site based on the type and use requests of the host organization through the Special Event application process.

SOUND

All sound will adhere to the City of Boulder noise ordinances. In addition, and more restrictive than the city ordinance, outdoor speakers will be turned off at 9:00 p.m. Monday-Thursday and 10:00 p.m. Friday-Sunday.

Staff will monitor and record sound levels throughout the year at various times, at multiple locations throughout the site and during a variety of uses. Data collected will include:

- Location of measurements
- Decibel Level
- Time and Date of Measurements
- Activity/Use (special event, private event, general restaurant operations)

This data will be considered as part of the AAR.

LIGHTING

All lighting at the facility will continue to be compliant with the City of Boulder's lighting ordinance.

SAFETY

All Driftwind staff will be trained in Boulder Reservoir Emergency Action Plans. A city of Boulder employee will be onsite anytime members of the public are at the Reservoir.

Alcohol – Alcohol is allowed at the Boulder Reservoir under the Boulder Revised Code, which excludes the South Shore from the city's ban on open containers of alcohol in public. In addition, Special Events may include alcohol with approval through the city's Special Events process.

No alcohol is allowed in swim area at any time. This is enforced by Parks and Recreation staff on the swim beach during the hours that the swim beach is open.

Driving under the influence of alcohol is illegal. Both Driftwind and Parks and Recreation are committed to supporting safe consumption, including working with the Sheriff's Office, incentivizing ride share/taxi, and promoting designated drivers.