I. CALL TO ORDER

II. ATTENDANCE

III. CONSENT AGENDA

   *A. Beer/Wine Sales and Serving Permits for 2019 Special Events
      1. Latino Fest
      2. Boise Grilled Cheese and Beer Festival

   *B. Memorandum of Agreement – City of Boise and Friends of Zoo Boise

   *C. Park Rule Establishment – Leashes within Boise Whitewater Park

   *D. Boise River System and Floodplain Permit – Bernardine Quinn Riverside Park

IV. NEW BUSINESS

   *A. Minutes – June 20, 2019

   *B. Park Naming – J.A. and Kathryn Albertson Family Foundation Bike Park

   *C. Executive Session: 1) Pursuant to Idaho Code §74-206(c) to acquire an interest in real property which is not owned by a public agency, and Idaho Code §74-206(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

V. ADJOURNMENT

Pursuant to Idaho Code Section 74-204(4), all items on the Agenda marked with an asterisk * are action items that require a vote. Identifying an item as an action item on the Agenda does not require that a vote be taken. All Consent Agenda items will be enacted by one motion, unless a Commissioner or citizen requests the item be removed from the Consent Agenda and considered in the normal sequence of business.
RE: August 15, 2019 Parks and Recreation Commission Meeting

DIRECTOR’S REPORT

Please find enclosed the descriptive information supporting your agenda topics for this meeting. The meeting is anticipated to last approximately ten (10) minutes and will take place via conference call. To join the call, dial 1(866)848-2216 and enter code 4028558587.

CONSENT AGENDA ITEMS

A. BEER/WINE SALES AND SERVING PERMITS FOR 2019 SPECIAL EVENTS – Requested by Summer Altieri, Parks Special Event Coordinator (See Item III. A. on the agenda)

For special events serving beer/wine, there will be a $10 fee for a beer/wine permit which allows an event to serve beer/wine, or a $200 fee for a beer/wine sales permit which allows an event to sell beer/wine. The Boise Parks and Recreation Department will also be owed 12% of gross beer/wine sales over $2,000 within thirty days after the conclusion of each event.

The following special events are requesting alcohol sales, and/or a permit to serve beer/wine at their 2019 event:

1. **Latino Fest** – August 31, 2019 – Requesting to Serve Alcohol – This event has historically taken place on the Basque Block of Downtown Boise, though has become so popular it now needs a larger location. The event designed to attract people from all Latin cultures will occur at Cecil D. Andrus Park and will fill the day with music, food, art and dance. A good faith estimate for attendance at the event is 4,000.

2. **Boise Grilled Cheese and Beer Festival** – October 26, 2019 – Requesting to Serve Alcohol – This is a first-time event in Boise, though the company has held similar festivals across the country. The festival at Cecil D. Andrus Park is designed to allow grilled cheese lovers to sample bites, both large and small, and give local chefs the opportunity to put their creative flair on an all-time classic. Beer vendors will be onsite to pair beverages with the food. A good faith estimate for attendance at the event is 1,200.

**RECOMMENDATION:** The department recommends that the Boise Parks and Recreation Commission approve the beer/wine sales and serving permits for the two (2) special events listed above.
B. MEMORANDUM OF AGREEMENT – CITY OF BOISE AND FRIENDS OF ZOO BOISE –
Requested by Karen Bledsoe, Administration Superintendent and Gene Peacock, Zoo Superintendent (See Item III.B. on the agenda)

Zoo Boise is owned and operated by the City of Boise (city) as an institution in which to safely and humanely exhibit living animals for purposes of education and public recreation, as well as the conservation, protection and propagation of rare and endangered species. The Idaho Zoological Society, Inc. is a 501(c)(3) nonprofit corporation doing business as Friends of Zoo Boise (FOZB) and supports Zoo Boise through education programs, administering volunteer, animal acquisition, special events, and membership programs and funding capital improvements.

The city and FOZB desire to enter into a new agreement, redefining the respective rights and responsibilities. The term of the agreement will be for one year and automatically renew every year until October 1, 2023 after which the city and FOZB can enter into a new agreement. This agreement will supersede any previous agreements between the city and FOZB.

This agreement, Exhibit A, is a draft of the final agreement as minor changes are still being reviewed by the city and FOZB.

RECOMMENDATION: The department requests that the Boise Parks and Recreation Commission recommend approve the Memorandum of Agreement between Boise City and Friends of Zoo Boise to Boise City Council.

C. PARK RULE ESTABLISHMENT – LEASHES WITHIN BOISE WHITENWATER PARK –
Requested by Trevor Kesner, Park Planning Administrator (See Item III.C. on the agenda)

Boise Parks and Recreation recently completed Phase II of the J.A. and Kathryn Albertson Family Foundation Boise River Whitewater Park, located adjacent to Esther Simplot Park. The completion of the new in-river wave feature has created a world-class river surfing facility.

At this wave, there are undercut rocks that could anchor a person to the bottom of the river if caught. Additionally, the wave shaper is directly upstream from the deepest channel in the riverbed behind the system in Phase I, therefore the water here moves at its highest velocity. This channel continues to get deeper and faster every year due to erosion. Because of these safety hazards, any type of rope, string or tethering device should not be used in the river at the Boise Whitewater Park.

Many experienced river surfers are aware of the dangers in using surfboard leashes in the river, however the department strives to enhance livability for residents by offering amenities that serve users of all ages and skill levels. To ensure the safety of all users, the department is asking the Commission to establish a rule, Exhibit B, that prohibits the use of leashes, defined as any type of rope, string or tethering device, within the Boise Whitewater Park.

RECOMMENDATION: The department recommends that the Boise Parks and Recreation Commission establish a rule prohibiting the use of surfboard leashes within the J.A. and Kathryn Albertson Family Foundation Boise River Whitewater Park.

D. BOISE RIVER SYSTEM AND FLOODPLAIN PERMIT – BERNARDINE QUINN RIVERSIDE PARK – Requested by Trevor Kesner, Park Planning Administrator (See Item III.D. on the agenda)
Bernardine Quinn Riverside Park is a three-acre park site situated on the south bank of the popular 22-acre Quinn’s Pond. The land for the park was previously the site of Quinn Robbins Construction Company and was donated to the City of Boise in 1997. The final master plan for park amenity options was approved by the Boise Parks and Recreation Commission in October 2018, Exhibit C. To begin construction of the park, a Boise River System and Floodplain Permit is required from the Boise Planning and Zoning Commission.

**Greenbelt Setback Lands and Waters:**
Approximately 70% of Bernardine Quinn Riverside Park is situated within the floodway and the floodplain, which are setbacks for Class A Lands and Waters (or areas set aside for the protection and preservation of the Greenbelt, Heron rookeries, eagle perching, feeding and loafing areas, or riparian areas.)

Because the Boise River floodplain and riparian areas are considered Class A Lands and Waters, most of the existing trees and vegetation on-site will be retained for their habitat and shade value. However, trees or vegetation that are invasive or present a public hazard will be removed. It is Boise Parks and Recreation’s goal to develop Bernardine Quinn Riverside Park with as little disturbance to existing soils and vegetation as feasible.

**Greenbelt Setback Impacts:**
The project’s proposed construction activities shall not impede or prevent public access to the greenbelt corridor or any adjacent public uses outside of the project area.

**Findings of Fact:**
- The project is intended to preserve and enhance Class A lands and habitat.
- The proposed project complies with the Boise River System Ordinance.
- The proposed project is located outside of the Heron Rookeries Setback lands and waters.
- Aesthetic features within the Greenbelt Setback Area, as viewed from within the corridor, shall not be adversely affected by the project’s construction, or when the park’s development and construction is complete.

**RECOMMENDATION:** The department recommends that the Boise Parks and Recreation Commission recommend approval of the Boise River System Application to the Boise Planning and Zoning Commission.

**NEW BUSINESS AGENDA ITEMS**

A. **MINUTES – JUNE 20, 2019** – Requested by Doug Holloway, Boise Parks and Recreation Director *(See Item IV.A. on the agenda)*

**RECOMMENDATION:** The department requests that the Boise Parks and Recreation Commission review the June 20, 2019 Boise City Parks and Recreation Commission Minutes, *Exhibit D*, and approve the minutes if there are no recommended changes.

B. **PARK NAMING – J.A. AND KATHRYN ALBERTSON FAMILY FOUNDATION BIKE PARK**
   - Requested by Toby Norton, Park Resource Planning Manager *(See Item IV.A. on the agenda)*

Boise Parks and Recreation was approached by the J. A. and Kathryn Albertson Family Foundation with a desire to partner on a world class bike park. To honor this partnership, the name of the bike park is proposed to be ‘J.A. and Kathryn Albertson Family Foundation Bike Park.’
A monument sign would be constructed with the name engraved, *Exhibit E*.

**RECOMMENDATION:** The department requests that the Boise Parks and Recreation Commission recommend approval of J.A. and Kathryn Albertson Family Foundation Bike Park as the resolved name of the park to Boise City Council.
Memorandum of Agreement - City of Boise and Friends of Zoo Boise
MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF BOISE CITY AND THE IDAHO ZOOLOGICAL SOCIETY, INC.

THIS MEMORANDUM OF AGREEMENT (the “Agreement”) is made and entered into this _____ day of September 2019, by and between the city of Boise City (the “City”) and the Idaho Zoological Society, Inc., an Idaho non-profit corporation, doing business as the Friends of Zoo Boise (“FOZB”) (collectively referred to as the “Parties”.)

RECITALS

WHEREAS, the City owns and operates Zoo Boise as an institution in which to safely and humanely exhibit living animals for purposes of education and public recreation, as well as the conservation, protection and propagation of rare and endangered species;

WHEREAS, the Idaho Zoological Society, Inc. is a 501(c)(3) nonprofit corporation doing business as Friends of Zoo Boise and supports Zoo Boise through education programs, administering volunteers, animal acquisition, special events, and membership programs and funding capital improvements;

WHEREAS, the Parties desire to enter into a new agreement redefining the respective rights and responsibilities of the Parties which supersedes all previous agreements between the Parties;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

A. License: The City grants to FOZB an exclusive license to use the Zoo Boise facilities as set forth by this Agreement (“Permitted Uses”). The City retains all ownership and authority over Zoo Boise, and nothing herein shall be construed to grant FOZB any property interest in Zoo Boise. FOZB use of the public areas within Zoo Boise shall not unreasonably interfere with the public's use of Zoo Boise.

B. Term: The term of this Agreement shall be for one year from the date that both Parties execute this Agreement and shall automatically renew for four one-year terms concluding October 1, 2023.

C. Renewals: This agreement shall not be valid after October 1, 2023. This agreement is renewable upon mutual agreement by both parties. Five (5) one-year renewals shall be allowed.

D. Permitted Uses: FOZB shall have the following rights to use Zoo Boise facilities as follows:

1. To promote and sell annual Zoo Boise memberships for annual unlimited admission to Zoo Boise. Any conservation fees collected in association with these memberships
shall be administered and distributed in accordance with Zoo Boise’s Conservation Fund guidelines.

2. To promote and conduct special events at Zoo Boise after operating hours. Prior to conducting any special event, FOZB shall provide at least seven days’ notice to the Superintendent of Zoo Boise of FOZB intent to conduct a special event after operating hours. FOZB shall be solely responsible for conducting the special event and shall be responsible for obtaining any necessary permits or approvals for the special event. Any proceeds from a special event conducted by FOZB shall be retained by FOZB.

3. To rent pavilions and gathering spaces within Zoo Boise during both normal hours of operation and outside of normal hours of operation. FOZB shall be entitled to any proceeds from rentals except for entry fees collected from rental patrons during normal hours of operation. It is recognized that from time to time City of Boise may utilize rental of facilities, depending on availability, at not cost to the City.

4. To promote and conduct three special events during Zoo Boise operating hours. The Superintendent of Zoo Boise and FOZB shall mutually agree upon the date and time of these annual special events which will occur during normal hours of operation. FOZB shall be solely responsible for conducting the special events and shall be responsible for obtaining any necessary permits or approvals for the special event. Any proceeds from a special event conducted by FOZB shall be retained by FOZB.

5. To operate all concessions, the gift shop, and/or amusement rides within Zoo Boise. FOZB shall:

   (a) Maintain the interior of the concession areas.

   (b) Maintain and ensure that all amusement rides such that they are safe and in good working order.

   (c) Obtain all required permits or licenses for its operations within Zoo Boise;

   (d) Operate any food concessions in conformance with all applicable state, county, and city standards for the handling, preparation and sale of food and shall be solely responsible for removal and disposal of any waste generated at its concession sites.

Subject to approval from the City, FOZB may contract concession services and maintenance concession areas to a third-party vendor. FOZB shall retain proceeds from concessions, including annual concessions related revenue collected by the City from a beverage company.

6. To conduct educational programs (which may also include field trips to Zoo Boise) in conjunction with Zoo Boise and the Department of Parks and Recreation. FOZB shall be solely responsible for all costs associated with programming offered by FOZB. The City shall
provide FOZB advertising space at no cost within the Activity Guide published by the Department of Parks and Recreation. The City shall collect any fees required for participation in FOZB educational programs and shall remit those fees to FOZB on a quarterly basis. These payments will be made by the end of the following months:

<table>
<thead>
<tr>
<th>Months</th>
<th>Payment Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>October – December</td>
<td>January 31</td>
</tr>
<tr>
<td>January – March</td>
<td>April 30</td>
</tr>
<tr>
<td>April – June</td>
<td>July 31</td>
</tr>
<tr>
<td>July – September</td>
<td>October 31</td>
</tr>
</tbody>
</table>

E. **FOZB’s Rights and Responsibilities**

1. FOZB shall retain all ownership interests including all rights acquired by license or permit for all animals FOZB has acquired for exhibition at Zoo Boise. In conjunction with its acquisition and ownership of animals to be exhibit at Zoo Boise, the Parties agree that:

   (a) In consultation with the Superintendent of Zoo Boise, FOZB shall acquire, trade or, dispose of animals that are owned by FOZB. All proceeds derived from animal transactions shall be retained by FOZB for future animal acquisitions. FOZB shall be solely responsible for the costs associated with acquiring and transporting animals owned by FOZB.

   (b) FOZB shall maintain XXXXXXXXXX insurance for all animals owned by FOZB.

   (c) The Parties shall participate in an Animal Welfare Committee, which shall consist of the Superintendent of Zoo Boise, the FOZB Executive Director, the Zoo Veterinarian and the Zoo General Curator. At the discretion of the Superintendent of Zoo Boise, one FOZB Board member and one Parks and Recreation employee may serve on the committee. The Animal Welfare Committee, in consultation with the City, shall develop an animal acquisition and disposal plan, and shall review and make recommendations to FOZB regarding all animal acquisitions and dispositions.

   (d) FOZB shall assist the City in guaranteeing the humane treatment and care of Zoo Boise's animals through the Animal Welfare Committee. Concerns and questions about animal health and care that cannot be resolved by staff shall be referred to the Animal Welfare Committee by the FOZB Executive Director.

2. FOZB shall not use or permit the use of the Zoo Boise facility for any other purpose other than the Permitted Uses (as defined above) without the express written consent of the City.

3. FOZB shall comply with all existing federal, state and local laws, ordinances, regulations and policies, established by Zoo Boise, Boise City, and FOZB policies, and the Code of Ethics of the Association of Zoos and Aquariums.
4. FOZB shall have the right to operate a volunteer program.

5. The City shall regularly consult with FOZB on the current operating conditions and facilities at Zoo Boise. FOZB may elect to make financial contributions for the improvement and development of Zoo Boise facilities.

6. FOZB shall pay to the City the amounts of money annually as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2019</td>
<td>$120,000.00</td>
</tr>
<tr>
<td>September 1, 2020</td>
<td>$170,000.00</td>
</tr>
<tr>
<td>September 1, 2021</td>
<td>$175,000.00</td>
</tr>
<tr>
<td>September 1, 2022</td>
<td>$180,000.00</td>
</tr>
<tr>
<td>September 1, 2023</td>
<td>$185,000.00</td>
</tr>
</tbody>
</table>

Terms will be reevaluated if contract is renewed after September 2023.

F. **City’s Rights and Responsibilities:**

1. Except as expressly provided herein, the City shall retain all rights, title, and interest in all Zoo Boise facilities. Subject to the terms of this Agreement, the City shall operate all aspects of Zoo Boise facilities, including but not limited to the following:

   (a) Caring for and maintaining all Zoo Boise facilities including exhibits, buildings, and grounds. The City shall be responsible for the maintenance and construction of all exhibits, buildings, or structures located within Zoo Boise.

   (b) Caring for, maintaining, and providing for the animals housed within Zoo Boise facilities. The City shall ensure that animals are well cared for and housed in appropriate and clean exhibit spaces with regular feeding and veterinary care in accordance with regularly accepted professional and industry standards for the care of animals housed in zoo facilities.

   (c) The City shall provide FOZB with office space for use by FOZB.

   (d) The City shall donate to FOZB a one-time contribution of **fifty-three thousand dollars ($53,000.00)**.

2. The City shall appoint a full time City employee to serve as the Superintendent of Zoo Boise who shall be charged with the day to day operation of Zoo Boise in addition to other duties as may be required by the City. During the selection process for the Superintendent of Zoo Boise, the City shall solicit input from FOZB and allow one FOZB member to participate in the selection process and make a hiring recommendation to the Director of the Department of Parks and Recreation.

   (a) The Superintendent of Zoo Boise may also serve as the Executive Director for FOZB and perform such functions as may be determined by FOZB and
the Executive Director for FOZB and in accordance with the City job description for the position of Zoo Superintendent. Any acts performed on behalf of FOZB by the FOZB Executive Director shall not be deemed to be acts, decisions, or determinations of the City.

G. General Provisions:

1. ASSIGNMENT. Neither Party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other Party's prior written consent.

2. AMENDMENT. This Agreement may be amended only by written and signed agreement executed by both Parties.

3. NON-DISCRIMINATION. All Parties hereto, by exercising any rights granted by this Agreement, shall not discriminate, or permit discrimination, against any person or group of persons in any manner on the grounds of race, color, sex, religion, national origin or ancestry, age, disability, or sexual orientation or gender identity or expression. Non-compliance constitutes a breach of this Agreement, and, in the event of non-compliance, each Party hereto may terminate this Agreement immediately by notifying the other Party, in writing, of such termination.

4. NOTICE. Notice shall be delivered to the Party to be notified at the address specified below. Every notice shall be deemed delivered at the time it is deposited in the United States mail, or upon personal delivery:

To FOZB: To: City:
President City of Boise
Idaho Zoological Society, Inc. Department of Parks and Recreation
d/b/a Friends of Zoo Boise Attention: Director
355 Julia Davis Drive 1104 Royal Boulevard
Boise, Idaho 83702 Boise, Idaho 83706

5. MADE IN IDAHO; JURISDICTION; VENUE. The laws of the state of Idaho shall govern the validity, interpretation, performance, and enforcement of this Agreement. Venue shall be proper in the Fourth District Court, in and for Ada County, Idaho.

6. INDEMNIFICATION.

(a) FOZB shall indemnify, save and hold harmless the City, its respective officers, directors, employees, agents, volunteers from and against damages, liabilities, losses, costs, expenses (including, without limitation, court costs, expert fees, and reasonable attorneys’ fees) incurred as a direct result of FOZB’s wrongful act, omission, or negligence to the extent resulting from FOZB’s officers, directors, officials, agents, employees and representatives.
(b) In addition, FOZB agrees, to indemnify, save, and hold harmless the City from and against damages, liabilities, losses, suits, costs, expenses, (including, without limitation, court costs, expert fees, and reasonable attorneys’ fees) incurred to the extent caused by FOZB’s negligent use of the Zoo Boise facilities.

c) The City shall indemnify, save and hold harmless FOZB, its respective officers, directors, employees, agents, volunteers from and against damages, liabilities, losses, costs, expenses (including, without limitation, court costs, expert fees, and reasonable attorneys’ fees) incurred as a direct result of the City’s wrongful act, omission, or negligence to the extent resulting from the City’s officers, directors, officials, agents, employees and representatives.

d) The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless the City; and if the City becomes liable for an amount in excess of the insurance limits, herein provided, FOZB covenants and agrees to indemnify and save and hold harmless the City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property.

e) The Parties shall give reasonable notice of any claims or actions and shall notify each other of the counsel to be used in carrying out its obligations hereunder.

f) The indemnification provisions of this Agreement shall be deemed to be a separate contract between the Parties and shall survive the expiration, default, termination, or forfeiture of this Agreement.

7. LIMITATION OF CITY’S LIABILITY AND INDEMNIFICATION. Notwithstanding anything contained herein to the contrary, the liability of the City is at all times herein strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now existing or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to the City as a political subdivision of the state of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.

8. INSURANCE.

(a) FOZB shall maintain (and shall ensure their respective contractors maintain) liability insurance, self-insurance, or a combination of liability insurance and self-insurance in which the City shall be named as an additional insured, with minimum liability limits of $1,000,000 per occurrence and $2,000,000 aggregate. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless. The policies shall provide coverage on an occurrence basis rather than a claims-made basis.

(b) FOZB shall ensure all its contractors maintain, workers’ compensation insurance and employer’s liability insurance, as required by Idaho law, and shall
comply with all statutes, rules, and regulations regarding workers’ compensation insurance.

(c) FOZB shall provide the City with certificates of insurance or other proof of insurance evidencing FOZB’s or its contractors’ compliance with the requirements of this section and shall file such proof of insurance with the City at the address listed in this agreement and the email address purchasing@cityofboise.org.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

10. SEVERABILITY. If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect any other provision or application that can be given effect without the invalid provision or application. To that end, each and every term, paragraph, and provision of this Agreement is expressly declared by the Parties to be severable.

11. NO AGENCY CREATED. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

12. NO THIRD-PARTY BENEFICIARY RIGHTS. This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, expressed or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

13. SUBJECT TO DISCRETIONARY ACTS OF APPROPRIATION. The Parties understand, acknowledge, and agree that the appropriation of public money by the City is a discretionary act of the City’s elected officers. Nothing herein is intended, nor shall it be interpreted, to require the City’s elected officers to appropriate funds for any purpose.

14. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. PUBLIC RECORDS. The Parties understand, acknowledge, and agree that all figures, records, reports, statements, documents, and similar items submitted to the City are public records that are subject to disclosure, except as may be specifically exempted in Idaho Code.
16. **TERMINATION.** Either Party may terminate this Agreement for any reason at any time upon one hundred eighty-days’ written notice to the other Party.

[SIGNATURE PAGE FOLLOWS]
Park Rule Establishment - Leashes within Boise Whitewater Park

Exhibit B
PURPOSE

The purpose of this rule is to establish regulations to govern the conduct of patrons at the J.A. and Kathryn Albertson Family Foundation Boise River Whitewater Park, owned and operated by the Boise Parks and Recreation Department. These regulations are designed to promote the health and safety of the city’s whitewater park patrons.

BACKGROUND

The J.A. and Kathryn Albertson Family Foundation Boise River Whitewater Park includes in-river wave features designed to create a world-class river surfing facility. Several catch hazards around the wave features have been identified due to undercut rocks that could anchor a person to the bottom of the river if caught.

The wave shaper is directly upstream from the deepest channel in the riverbed behind the whitewater park system, therefore this water moves at its highest velocity. This channel continues to get deeper and faster each year due to erosion. Because of these safety hazards, any type of leash should not be used in the river at the J.A. and Kathryn Albertson Family Foundation Boise River Whitewater Park.

DEFINITION

A leash is defined as any type of rope, cord, string or tethering device attached to a surfboard and worn around the surfer’s ankle, often with the use of a Velcro strap.

REGULATIONS

- The use of leashes within the J.A. and Kathryn Albertson Family Foundation Boise River Whitewater Park is prohibited.

APPROVED

By: Department of Parks & Recreation Superintendents (initial)  

<table>
<thead>
<tr>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
</tr>
<tr>
<td>n/a</td>
</tr>
<tr>
<td>n/a</td>
</tr>
<tr>
<td>n/a</td>
</tr>
<tr>
<td>n/a</td>
</tr>
</tbody>
</table>
By: n/a
Office of the City Attorney

By: _______________________________
Director of Parks and Recreation

By: _______________________________
Parks and Recreation Commission

Boise City Council

Resolution/Ordinance No.

n/a
Boise River System Permit - Bernardine Quinn Riverside Park

Exhibit C
BERNARDINE QUINN’S RIVERSIDE PARK

MASTERPLAN UPDATE

4 ACRES
Bernardine Quinn Riverside Park Site Area

This map is a user-generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.
The Boise City Parks and Recreation Commission (Commission) held its regular monthly meeting on June 20, 2019 via conference call. Boise Parks and Recreation Department members present: Doug Holloway and Trevor Kesner. Others present: Rob Lockward; Boise City Legal and Chloe Sallabanks; Clerk.

I. CALL TO ORDER:

Commission Vice President Jon Ruzicka called the meeting to order at 4:10 p.m.

II. ATTENDANCE:

A. Roll Call

Commissioners Present: Jon Ruzicka, Angela Johnson, Preston Carter, Kate Lovan and Scott Raeber

Commissioners Absent: Susan McIlroy, Stephen Smith and Erik Stidham

III. ELECTIONS:

A. Boise Parks and Recreation Commission President

MOTION: Boise Parks and Recreation Commission elected Commissioner Jon Ruzicka as President.

RESULT: APPROVED

MOVER: A. Johnson
SECONDER: S. Raeber
AYES: Unanimous
ABSENT: S. McIlroy, S. Smith and E. Stidham

B. Boise Parks and Recreation Commission Vice President

MOTION: Boise Parks and Recreation Commission elected Commissioner Angela Johnson as Vice President.

RESULT: APPROVED

MOVER: P. Carter
SECONDER: S. Raeber
AYES: Unanimous
ABSENT: S. McIlroy, S. Smith and E. Stidham

IV. CONSENT AGENDA:

A. Beer/Wine Sales and Serving Permits for 2019 Special Events
MOTION: Boise Parks and Recreation Commission recommended approval of the beer/wine sales and serving permits for the Northwest Tandem Rally, Gran Fondo Hincapie and the J.A. and Kathryn Albertson Family Foundation Boise River Whitewater Park Phase II Dedication.

RESULT: APPROVED
MOVER: S. Raeber
SECONDER: K. Lovan
AYES: Unanimous
ABSENT: S. McIlroy, S. Smith and E. Stidham

V. IN THE MATTER OF NEW BUSINESS:

A. Minutes – May 16, 2019

MOTION: Boise Parks and Recreation Commission moved to recommend the approval of the May 16, 2019 Boise Parks and Recreation Commission Meeting Minutes to Boise City Council.

RESULT: APPROVED
MOVER: A. Johnson
SECONDER: K. Lovan
AYES: Unanimous
ABSENT: S. McIlroy, S. Smith and E. Stidham

B. Park Naming – Mariposa Park

Summary: The Sterling Park Site was dedicated on May 31, 2019. Boise Parks and Recreation held a contest with children who attended the department’s school-based community centers to nominate suggestions for a park name. The name selected by department leadership and Council Member Lisa Sánchez was Mariposa, which is Spanish for butterfly. J. Ruzicka complimented the process followed to select the name.

S. Raeber questioned why ‘butterfly’ was selected, to which D. Holloway stated that Council Member Sánchez requested an inclusive twist on the name. This would be the first park named in Spanish. Pollinator gardens and interpretive signage about butterflies would be included at the park.

MOTION: Boise Parks and Recreation Commission moved to recommend the approval of Mariposa Park as the resolved name of the park to Boise City Council.

RESULT: APPROVED
MOVER: A. Johnson
SECONDER: S. Raeber
AYES: Unanimous
ABSENT: S. McIlroy, S. Smith and E. Stidham
VI. IN THE MATTER OF ADJOURNMENT:

There being no further business to come before the Commission at the time, the meeting was adjoumed at 4:19 p.m.

RESULT: APPROVED
MOVER: P. Carter
SECONDER: S. Raeber
AYES: Unanimous
ABSENT: S. McIlroy, S. Smith and E. Stidham

__________________________________________________
Jon Ruzicka, President
Park Naming - J.A. and Kathryn Albertson Family Foundation Bike Park

Exhibit E
Sheet Notes:
1. CONSTRUCTION SHALL CONFORM TO ALL NOTES AND SPECIFICATIONS.
2. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL.
3. CONTRACTOR SHALL PROVIDE PHYSICAL SAMPLES OF CONCRETE FINISH TO LANDSCAPE ARCHITECT FOR APPROVAL.
4. CONCRETE FINISH TYPE 1:
   CONCRETE FINISH: LIGHT EXPOSED AGGREGATE FINISH. EXPOSE AND APPLY SCOFIELD REVIVE EXTERIOR CONCRETE STAIN, COLOR: A-55 PECAN TAN, WITH OCCASIONAL EXPOSURE OF COARSE AGGREGATE AND UNIFORM COLOR.
5. CONCRETE FINISH TYPE 2:
   CONCRETE FINISH: HEAVY EXPOSED AGGREGATE FINISH. EXPOSE AND APPLY SCOFIELD REVIVE EXTERIOR CONCRETE STAIN, COLOR: C-253 AUTUMN GOLD, OR APPROVED EQUAL.
6. CONCRETE FINISH TYPE 3:
   CONCRETE FINISH: TYPE 3:
   PRE-CAST MONOLITH.
   LANDSCAPE BOULDERS
   SEE PLAN FOR SIZE
   CALLOUT NUMBERS COORDINATED TO PROPOSED CONTOURS.
   REGRADE TO A MAX. 3:1 SLOPE.
   ENSURE POSITIVE DRAINAGE WAY FROM MONUMENT SIGN.
   MONUMENT SIGN
   APX. 4' LONG X 2.5' WIDE X 4' TALL.
   STREET LAYOUT
   APX. 4' LONG X 2.5' WIDE X 4' TALL.
   APX. 3' LONG X 2.5' WIDE X 2' TALL.
   APX. 2.5' LONG X 2.5' TALL.
   EXISTING EDGE OF ROAD
   EXISTING CONTOUR LINES
   PROPOSED CONTOURS.

Legend:
1. CONCRETE MONUMENT SIGN FOOTING.
2. CONCRETE MONUMENT MONOLITH.
3. PRE-CAST CONCRETE MONUMENT MONOLITH.