I. CALL TO ORDER

II. ATTENDANCE

III. CONSENT AGENDA

*A. Beer/Wine Sales and Serving Permits – 2020 Parks Special Events
   1. Matador Cinco de Mayo
   2. Run for Dunn
   3. Music on the Water
   4. Boise Pridefest
   5. World Village Festival
   6. 4th of July Fireworks Celebration
   7. Twilight Criterion
   8. Tuba Palooza
   9. Boise Goathead Fest
  10. Agri Beef BBQ Battle Festival
  11. Latino Fest
  12. Art in the Park
  13. Boise River Enhancement Biathlon
  14. Petroliana Boise Motorcycle Show
  15. Hyde Park Street Fair
  16. Zamzow’s K9 Frisbee Fest
  17. Prost! Oktoberfest
  18. See Spot Walk
  19. YMCA Race for Steaks
  20. City of Trees Marathon
  21. Grilled Cheese and Beer Festival
  22. Zeitgeist Marathon
  23. Idaho Potato Drop

*B. Group Sports Reservation and License Agreements
   1. East Boise Youth Baseball and Softball, Inc.
   2. North Boise Little League, Inc.
   4. South Boise Little League, Inc.
   5. West Boise Little League, Inc.
*C. Heritage Fund Request – Willow Lane Athletic Complex Softball Fields

*D. License Agreement – Gem State Disc Golfers at Ann Morrison Park

*E. Native Vegetation Restoration Project – Willow Lane Park

IV. NEW BUSINESS

*A. Minutes – January 23, 2020

B. Sustainability Specialist – Pesticide Reduction Pilot Program

*C. Department Policy – Citizen Engagement Requests

*D. Extension Request – Williams Park Dog Off-Leash Program – Public Hearing

*E. 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.
TO: Jon Ruzicka, President, Boise City Parks and Recreation Commission
FROM: Doug Holloway, Director
DATE: 02/14/2020
RE: February 20, 2020 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 one hour and will take place in the Maryanne Jordan Council Chambers at City Hall.

CONSENT AGENDA

A. BEER/WINE SALES AND SERVING PERMITS – 2020 PARKS SPECIAL EVENTS – Requested by Summer Altieri, Parks Special Event Coordinator (Item III.A. on the agenda)

Multiple special events in Boise parks sell beer and/or wine during their function. These special events pay a $225 permit fee, in addition to 12% of gross beer/wine sales over $2,000, to the Parks and Recreation Department, upon Commission approval of their sales permits.

The following events have requested a Beer/Wine Sales and Serving Permit at their 2020 event:

1. Matador Cinco de Mayo – May 5, 2020 – 8th Street
   This second annual event downtown between Freak Alley and Bannock Ave will feature food, alcoholic beverages, and entertainment for a Cinco de Mayo street party. The event is hosted by the Matador restaurant. A good faith estimate for the event is 500 people.

2. Run for Dunn – May 31, 2020 – Julia Davis Park
   This is the eighth year this annual event will take place in Julia Davis Park. It serves as a benefit fun run that relates to the Idaho Community Foundation, SOLS Survivors Melanoma, and Make-a-Wish Foundation’s Idaho Chapter. The event is a 3.75-mile run/walk that will provide food and alcohol at the end of the run at no charge to the participants. The beer garden will be contained within the Boise Pavilion at Julia Davis Park. A good faith estimate for the event is 500 participants.

   This is the fourth year for the event, which will take place in conjunction with the Boise Women’s Classic run. This event benefits Make-a-Wish Foundation’s Idaho Chapter. The two-day event includes a fun run, musical guests, food vendors, a beer garden, and family-friendly activities such as kids’ yoga, face painting, and games. The beer garden
will be contained within the Central Pavilion at Esther Simplot Park. A good faith estimate for the event is 500 people each day.

4. **Boise Pridefest** – June 18 & 19, 2020 – Cecil D. Andrus Park
   For over 30 years, this event has celebrated pride and diversity in Idaho. The event will have educational and developmental activities that showcase the history, accomplishments, and talents of the LGBTQA community. The event will include a parade, live and recorded music, food, vendors, and dancing. The beer garden will be in the confines of Cecil D. Andrus Park. A good faith estimate for the event is 10,000 participants over the weekend.

   This is the sixth year for this event coordinated by Global Lounge. World Village serves as a multi-ethnic cultural event and will showcase music, food, and vendors. The beer garden will exist within the confines of Cecil D. Andrus Park. This three-day event will be held Friday through Sunday. A good faith estimate for the event is 500 people each day.

   The City of Boise will host the annual fireworks show in Ann Morrison Park on Independence Day. This family-friendly event will include a beer garden, food vendors, and recorded music. A good faith estimate for the event is 30,000 people.

7. **Twilight Criterion** – July 11, 2020 – Cecil D. Andrus Park
   The ASWD Twilight Criterion celebrates its 34th year of racing through the streets of Downtown Boise. This year, the start and finish line return to Jefferson St in front of the Idaho Statehouse. The event is produced by George’s Cycles and the Downtown Boise Association. The beer garden will be within the confines of Cecil D. Andrus Park. A good faith estimate for downtown is 15,000 people.

   This classic summertime event is returning to the Boise River this year. An organized river float from Barber Park to Ann Morrison Park will take place, commencing in a celebration across from the river raft take-out in Ann Morrison with live music, food vendors and a beer garden. The estimated attendance for the event is 1,000 people.

9. **Boise Goathead Fest** – August 1, 2020 – Cecil D. Andrus Park
   Returning for its third year, Boise Goathead Fest is a community celebration of pedal-power and goathead elimination. A bicycle parade through downtown ends at a celebration in Cecil D. Andrus Park with music, vendors, educational materials, and family-friendly activities. The beer garden will be within the confines of Cecil D. Andrus Park. A good faith estimate for the event is 4,000 people.

10. **Agri Beef BBQ Battle Festival** – September 4 & 5, 2020 – Julia Davis Park
   This first-time event, put on by Agri Beef, will host a variety of barbecue battles throughout the weekend. The festival will have family-friendly activities throughout the east end of the park and live music, with the beer/wine garden being contained to the Boise Pavilion area. A good faith estimate for the event is 2,000 people.

11. **Latino Fest** – September 5, 2020 – Cecil D. Andrus Park
   This sixth annual event celebrates Latin culture will all things music, dance, food, workshops and art. The event, put on by the Consulate of Mexico & Hispanic Chamber of Commerce, will have food trucks, live music, and dance performances. The beer garden will be
contained within the confines of Cecil D. Andrus Park. A good faith estimate is 5,000 people.

   This event hosted by the Boise Art Museum represents over 250 artists and 40 food vendors. This is the 63rd year that the annual event will be held in Julia Davis Park at the Gene Harris Bandshell, Art Museum Sculpture Garden, and Rotary Mall Road areas. The beer garden will be confined within the Art Museum Sculpture Garden gated area. A good faith estimate over the three-day event is 200,000 people.

   This is an annual event that takes place at Esther Simplot Park Central Pavilion and Quinn’s Pond. This is hosted by the Boise River Enhancement Network and is a family-friendly biathlon for all ages. They will have a PA system and vendors and will serve beer at the event. The beer garden will be located at the Central Pavilion of Esther Simplot Park. A good faith estimate for the event is 200 people.

14. Petroliana Boise Motorcycle Show – September 13, 2020 – Veterans Memorial Park
   This will be the seventh annual motorcycle show, hosted by Petroliana Boise. The event includes live music, food vendors, raffle giveaways, and a beer/wine garden. The beer garden is a fenced-off area near the park’s picnic area. A good faith estimate for the event is 400 people.

15. Hyde Park Street Fair – September 18-20, 2020 – Camel’s Back Park
   This event is a fundraising event, benefiting the North End Neighborhood Association. This is the 40th year the event will be held. The Hyde Park Street Fair is designed to celebrate the diversity and quality of life in Boise’s North End. The event includes art, crafts, and food vendors. The two beer gardens are both gated, with security at each entrance/exit point. A good faith estimate over the three-day event is 30,000 people.

   Sponsored by Zamzows with help from KNIN Fox 9 Television and the Idaho Humane Society, this event is a dog frisbee-catching contest and is open to the public. This event is in its 28th year, with 2020 being the fourth year to sell alcohol. The event is held in Ann Morrison Park and provides the public with food vendors and a beer garden. The beer garden will be confined to the northwest corner of Ann Morrison Park. A good faith estimate for the event is 300 people.

17. Prost! Oktoberfest – October 2 & 3, 2020 – 8th Street
   This annual event celebrating Oktoberfest takes place outside of Prost bar and grill on 8th Street. The event has live music, food vendors, and a beer garden. Beer sales are sectioned off with security ensuring no alcohol leaves the event parameters. A good faith estimate for the event is 500 people.

   The event, sponsored by the Idaho Humane Society, was created to be a dog festival and walk for the community through Julia Davis Park. There will be food vendors and a beer garden; the beer garden will be in the confines of the special event near the Rotary Mall Road. A good faith estimate for the event is 3,000 people.

19. YMCA Race for Steaks – October TBD, 2020 – Julia Davis Park
This will be the seventh year that YMCA has put on the Race for the Steaks event. Race for Steaks is a late afternoon 5K and 10K fun run that will be held in Julia Davis Park at the Agriculture Pavilion and along the Boise River Greenbelt. This is the fifth year they will sell alcohol at this event. There will be music and food at the finish line of the event and all participants will be provided a steak at the end of the run. A good faith estimate for the event is 600 people.

20. **City of Trees Marathon** – October TBD, 2020 – Parkcenter Park
This is an annual event hosted by the City of Trees Marathon Association begins at Parkcenter Park. This marathon distance running/walking event utilizes Parkcenter Pond, the Greenbelt, and various streets throughout Boise. They will have recorded music, vendors, and a beer garden. The beer garden will be in the event area of Parkcenter Park. A good faith estimate for the event is 900 people.

21. **Grilled Cheese and Beer Festival** – October TBD, 2020 – Cecil D. Andrus Park
Held in Downtown Boise, this will be the second year for the popular grilled cheese festival. The event breaks into two sessions for ticket holders to sample food and beer/wine pairings. The beer garden will be within the confines of Cecil D. Andrus Park. A good faith estimate for the event is 900 people.

22. **Zeitgeist Marathon** – November 7, 2020 – Optimist Youth Sports Complex
This annual half marathon fun run takes places throughout the sports complex along Hill Road. Marathoners celebrate with a food vendor and beer/wine service at the finish line. The beer garden is confined to the finish-line space. A good faith estimate for the event is 650 people.

23. **Idaho Potato Drop** – December 31, 2020 – Cecil D. Andrus Park
This is the fifth year this event will be at Cecil D. Andrus Park and is the sixth year that the event is held in Boise City. It is hosted by The Idaho New Year’s Commission. There are two stages with musical performances, various food vendors, fireworks, a beer garden, and a potato drop in front of the footsteps of the Idaho State Capitol building. The beer garden will be located on the street and within Cecil D. Andrus Park. A good faith estimate for the event is 10,000 people.

**RECOMMENDATION:** The department recommends that the Boise Parks and Recreation Commission approve the beer/wine sales and serving permits for the 23 parks special events listed.

**B. GROUP SPORTS RESERVATION AND LICENSE AGREEMENTS –** Requested by Ken Reeves, Special Services Manager *(Item III.B. on the agenda)*

Boise Parks and Recreation engages in group sports agreements with local sports agencies to permit the organizations to use city facilities for their programs between March and December.

The following Group Sports Reservation and License Agreements have a term of Mar. 1, 2020 to Dec. 31, 2020:

1. East Boise Youth Baseball and Softball, Inc. *(Exhibit A.1.)*
2. North Boise Little League, Inc. *(Exhibit A.2.)*
3. Northwest Ada Little League, Inc. *(Exhibit A.3.)*
4. South Boise Little League, Inc. *(Exhibit A.4.)*
5. West Boise Little League, Inc. *(Exhibit A.5.)*
**RECOMMENDATION:** The department requests that the Boise Parks and Recreation Commission recommend approval of the five (5) submitted Group Sports Reservation and License Agreements, to Boise City Council.

C. **HERITAGE FUND REQUEST – WILLOW LANE ATHLETIC COMPLEX SOFTBALL FIELDS** – Requested by Karen Bledsoe, Administration Superintendent and Paula Lawson, Adult Sports Manager (Item III.C on the agenda)

The Softball Player Fund fees, which generate approx. $60,000 per year, requests approval for renovations at Willow Lane Athletic Complex. The renovation would include demolition and remodel of inside the concession area, making it compliant with annual health inspection requirements, at the cost of $70,000. There is currently $250,000 in the Softball Heritage Trust Fund.

The Request for Funding for Heritage Trust Projects has been submitted to the Commission for approval *(Exhibit B).*

**RECOMMENDATION:** The department recommends that the Boise Parks and Recreation Commission approve the Request for Funding of $70,000 from the Softball Heritage Trust Fund to be used for Willow Lane Athletic Complex Softball Field improvements.

D. **LICENSE AGREEMENT – GEM STATE DISC GOLFERS AT ANN MORRISON PARK** – Requested by Jerry Pugh, Community Programs Coordinator (Item III.D on the agenda)

Boise Parks and Recreation has been in contract with the Gem State Disc Golfers (GSDG) to develop and maintain the Ann Morrison Park Disc Golf Course since the development of the first nine holes via a License Agreement in 1997 and the subsequent addition of an additional nine holes in 2001.

In the interest of growing the sport of disc golf, GSDG holds leagues and a series of tournaments throughout the year. Per the League Play License Agreement *(Exhibit C)*, GSDG is granted two days per week in which to conduct league and tournament play. During weeks that tournaments are scheduled, GSDG will be required to suspend league play as to not surpass the allowed two-day use.

The proposed agreement would expire on Sept. 30, 2020.

**RECOMMENDATION:** The department requests the Boise Parks and Recreation Commission recommend approval of the License Agreement with the Gem State Disc Golfers to conduct programming in Ann Morrison Park, to Boise City Council.

E. **NATIVE VEGETATION RESTORATION PROJECT – WILLOW LANE PARK** – Requested by Trevor Kesner, Parks Planner and Martha Brabec, Foothills Restoration Specialist (Item III.E on the agenda)

Boise Parks and Recreation seeks to enhance and restore critical wildlife habitat within the riparian corridor by removing manicured turf and planting native shrubs/grasses along the Boise River, adjacent to Willow Lane Athletic Complex and the Lander Street Wastewater Renewal Facility.

**Project Background**

Removing ‘manicured turf’ in an existing park situated within the floodplain and river corridor and replacing it with native riparian vegetation would enhance riparian functions and values of the
habitat. Enhancement of the native shrubs will help reduce invasive plant species, maintain natural ecological processes, sustain air and water resources, and contribute to the health and quality of life in the community.

All work on this habitat restoration project will be performed by Boise Parks and Recreation. Due to the project area location (situated within the Boise River floodplain areas), a Boise River System and Floodplain Permit is required from the Boise Planning and Zoning Commission (Exhibit D).

Objectives & Project Area
1. Reduce invasive species and enhance native shrubs and grasses in upland areas (Area A)
2. Reduce turf and install native plant materials along the riparian zone (Area B)
3. Augment native seeding (applied winter 2019) with native shrubs around newly installed greenbelt at the Lander Street Facility (Area C)

Planting List

Shrubs
- Golden Currant - 200
- Potentilla - 200
- Black Hawthorne - 100
- Wood’s Rose - 200
- Oakleaf Sumac - 200
- Bitterbrush - 100

Seed Mix
- Bluebunch Wheatgrass
- Sandberg Bluegrass
- Bottlebrush Squirreltail
- Basin Big Sagebrush
- Rabbitbrush
- Showy Milkweed
Site preparation will be conducted by the contractor and should be completed by the end of February. The goal of site preparation is to create a mostly weed-free planting bed for shrub installation, which will happen on March 28 by Rotary Club 5400. Seeding will occur immediately after the site is prepared. Seedlings will be protected by plant protectors and mulch will be applied immediately after installation. Weed management and maintenance will continue through summer and fall through a partnership between the city and rotary club.

**RECOMMENDATION:** The department requests the Boise Parks and Recreation Commission approve the direction of the restoration project and recommend approval of the Boise River System & Floodplain Permit required for vegetation restoration at Willow Lane Park, to the Boise Planning and Zoning Commission.

**NEW BUSINESS AGENDA**

**A. MINUTES – JANUARY 23, 2020** – Requested by Doug Holloway, Boise Parks and Recreation Director (Item IV.A. on the agenda)

**RECOMMENDATION:** The department recommends that the Boise Parks and Recreation Commission recommend approval of the January 23, 2020 Meeting Minutes *(Exhibit E)*, to Boise City Council.

**B. SUSTAINABILITY SPECIALIST – PESTICIDE REDUCTION PILOT PROGRAM** – Requested by Jennifer Tomlinson, Parks Superintendent (Item IV.B. on the agenda)

Boise Parks and Recreation manages more than 1,600 acres of park land and more than 5,000 acres of open space across the City of Boise. To promote sustainable practices and stay on the cutting edge of public land management, the department is planning to embark on a multi-year pilot program this spring to study alternative land management techniques to reduce the use of pesticides on city-owned property.

The goal of the pilot program is to use a variety of methods to manage grass, soil, tree wells, and other landscaped areas while studying the effects of a reduction in synthetic chemical use. Methods tested on city-managed property could include organic treatments, higher and less frequent mowing, hand pulling, strategic planting or other best practices identified through emerging research. The city will also be monitoring how these methods affect maintenance standards and resource management.

The department hosted a public meeting on Feb. 13 to provide more information to citizens about its current weed and pest management practices and discuss the goals of the pilot program. Following the public meeting on Feb. 13, the project team plans to host another public meeting in March to discuss park and facility locations that meet the criteria for potential inclusion in the pilot program. Community feedback will be gathered throughout this process— including the selection of pilot sites— and information will be updated on the city’s website so people can stay up to date on the program and data/findings throughout the multi-year study.

Daniel Roop, the department’s sustainability specialist, will present to the Commission on the program.

**RECOMMENDATION:** No recommendation is needed as this is an informational item.
C. DEPARTMENT POLICY – CITIZEN ENGAGEMENT REQUESTS – Requested by Doug Holloway, Boise Parks and Recreation Director (Item IV.C. on the agenda)

The City of Boise encourages citizens to attend commission and committee meetings. To promote citizen engagement opportunities, Boise Parks and Recreation has created a department policy outlining additional opportunities and processes for public comment at its board meetings (Exhibit F).

Department committees and commissions include:
- The Development Impact Fee Advisory Committee
- The Open Space and Clean Water Advisory Committee
- The Parks and Recreation Commission
- The Ridge to Rivers Partnership

The Citizen Engagement Request Policy allows citizens to submit requests to the respective commission or committee, with the intention of being placed on an upcoming meeting agenda.

RECOMMENDATION: The department recommends that the Boise Parks and Recreation Commission approve the Citizen Engagement Request Department Policy.

D. EXTENSION REQUEST – WILLIAMS PARK DOG OFF-LEASH PROGRAM – PUBLIC HEARING – Requested by Jennifer Tomlinson, Parks Superintendent and Jerry Pugh, Community Programs Coordinator (Item IV.D. on the agenda)

The City of Boise offers a wide variety of opportunities for dogs to run and play off-leash. There are five dog off-leash parks and nine dog off-leash areas throughout the Boise parks system.

Williams Park, located at 300 W Williams St, currently has designated dog off-leash hours of:
- Aug. 1 – May 31: Sunrise to 10 a.m.
- June 1 – July 31: 7 a.m. to 10 a.m.
- Year-round: 4 p.m. to Sunset

In November of 2019, the department received a request to extend the dog off-leash program hours at Williams Park.

Williams Park Dog Off-Leash Program Background
On April 9, 2013, the department received a petition requesting Williams Park be considered for off-leash use (Exhibit G). Upon review, the Parks and Open Space Subcommittee of the Parks and Recreation Commission, directed the department to reach out to the neighborhood to determine how it felt about the park being added to the city’s Hourly Off-Leash Program.

Neighborhood sentiment was sought through a neighborhood meeting and survey.

Public Meeting
A public meeting was held on June 27, 2013, where the public was invited to ask questions and make comments on the request (Exhibit H). Concerns raised during the public meeting included:
1. Petition – Some neighbors questioned the validity of the petition and process. It was explained that the Park and Open Space Subcommittee reviewed the petition and felt it warranted being vetted, and that the survey and public meeting was a mechanism used to determine neighborhood support. Neighbors submitted a counter petition in opposition to off-leash use, in response.
2. Proximity – Neighbors questioned why Williams Park was being considered, with Manitou Park being available for off-leash use a mile away. It was explained that the vetting process was being driven by the petition that was received asking that off-leash use be considered.

3. Dog Waste – Both dog owners and non-dog owners acknowledged that the clean-up of dog waste was a major issue. Some neighbors expressed concerns about owners failing to pick up after their dogs, citing that they see dog waste in the park without it being off-leash and expressing fears that the problem will increase if the park is made available for off-leash use. Others offered that they are seeing less dog waste in the park at the off-leash areas, because users have taken ownership of the park and pick up after each other.

4. Controlled Off-Leash Use - Neighbors expressed concern that not all dog owners have control over their animals, and that they would be running loose in the on-leash areas or harass the wildlife.

5. Compliance and Enforcement - Neighbors understood that not everyone is a responsible dog owner and asked for additional enforcement and fines to encourage people to comply. Many asked how this new program can be enforced, because the current laws are not fully and consistently enforced. It was explained that there are only two enforcement officers dedicated to patrolling the parks and foothills.

6. Increased Traffic - Neighbors had concerns about how use of their neighborhood park will increase with the off-leash proposal and the impact the increased traffic will have on their neighborhood. They were concerned that the use would turn their park into a “Destination Park.” Staff indicated that with numerous sites across the city, the hope is that the impact will be spread out. However, the full impact is unknown and will have to be monitored throughout the pilot period if the park is approved for off-leash use.

7. Other Uses – Neighbors expressed a concern that allowing dogs off-leash would make the proposed area unavailable for other uses. Soccer, lacrosse, and other groups use the area for practices/activities, and they believe dogs would prevent them from using it in the future. Others cited that there is a similar situation at Manitou Park, where both soccer teams and dog owners use the area, and they’ve found a way to make it work.

Survey Results
Postcards were sent to neighbors within a ½ mile radius of Williams Park (2,162 addresses), from which neighbors could provide their feedback via returning the post card or online.

There were 368 responses to the survey. Of those, three respondents failed to indicate if they were in support or opposition to the off-leash proposal and six were submitted from addresses outside the ½ mile area of impact. Responses received after the survey was closed were not included in the final tally.

Park Survey Results from All Respondents (368):

<table>
<thead>
<tr>
<th></th>
<th>Support</th>
<th>Oppose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mornings</td>
<td>69.8% (194)</td>
<td>30.2% (87)</td>
</tr>
<tr>
<td>Evenings</td>
<td>85.3% (237)</td>
<td>14.7% (41)</td>
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<thead>
<tr>
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<tr>
<td></td>
<td>76.2% (278)</td>
<td>23.8% (87)</td>
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On June 28, 2013, a counter petition was received from neighbors voicing opposition to the off-leash proposal (Exhibit I). The counter petition cited fencing, conflicts with other uses, and turning Williams Park into a destination park as concerns.
On July 18, 2013 the proposal was taken to the Boise Parks and Recreation Commission for review. Staff provided a summary report of the feedback received from the neighborhood and the Commission heard public testimony. Upon conclusion of testimony, the Commission voted to pilot the off-leash program for a one-year period. Off-leash use was approved for sunrise to 10 a.m. and 4 p.m. to sunset. The approved off-leash area consisted of the four-acre open field on the west end of the park, defined by the property lines on the north, south, and west ends and the irrigation ditch and sidewalk to the east. All areas on the east side of the park, encompassing the playground, restroom/shelter, and basketball court, were required on-leash.

Year-One Pilot Period
At the request of the Commission, quarterly updates were provided at its meetings. Throughout the pilot period, city staff monitored the park for compliance and impact to other uses. The city’s Animal Enforcement Officers maintained visitation logs, citizen feedback was collected, and staff conducted two week-long surveys to observe and document use patterns (evening off-leash hours from Sept. 22 – Oct. 2, 2013; morning off-leash hours from June 1 – June 7, 2014).

At the end of the year-one pilot period, the neighborhood was once again surveyed via mailed survey cards to gauge neighborhood support.

End of Year-One Pilot Period Survey Results
There was a total of 280 respondents for the end of year-one pilot period survey. Of the 280 responses, three failed to indicate if they were in support or in opposition to off-leash use, 27 were submitted from addresses outside the ½ mile area of impact, and five had incomplete addresses. Responses received after the survey was closed were not included in the final tally.

Park Survey Results from All Respondents (280):

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<tbody>
<tr>
<td>Mornings</td>
<td>84.3% (167)</td>
<td>15.7% (33)</td>
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<tr>
<td>Evenings</td>
<td>88.9% (176)</td>
<td>11.1% (24)</td>
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Park Survey Results from Neighbors (239):

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<th></th>
<th>Support</th>
<th>Oppose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mornings</td>
<td>72.4% (173)</td>
<td>27.6% (66)</td>
</tr>
<tr>
<td>Evenings</td>
<td>75.6% (178)</td>
<td>24.4% (57)</td>
</tr>
</tbody>
</table>

A pilot period review was conducted by the Parks and Recreation Commission on July 17, 2014. The Commission reviewed the data collected and presented by city staff and heard public testimony. At the conclusion of testimony, the Commission approved piloting the off-leash program for another year and altering the morning hours to be from 7:30 to 10 a.m. The Commission also approved continuing evening hours from 4 p.m. to sunset, on the condition that staff further vet the impacts to sports teams and return for the August 2014 Commission meeting with additional information.

Staff subsequently reached out to the sports leagues that were known to use the park. The Snake River Rugby Club, Idaho Rush Soccer and YMCA all indicated they hadn’t experienced any conflict. The feedback received was taken to the Parks Commission on Aug. 21, 2014, along with options for off-leash hours. In the leadup to the Commission meeting, staff discovered that the hours approved by the Commission at the July 2014 meeting would be in violation of City Code, since sunrise occurs after 7:30 a.m. for a portion of the year.

To compensate, the Commission opted to offer off-leash hours from sunrise to 10 a.m. from Aug. 1 – May 31, and 7 to 10 a.m. from June 1 – July 31. Additionally, the Commission approved extending evening hours from 4 p.m. to sunset.
Year-Two Pilot Period
Like the first-year pilot period, city staff monitored Williams Park for compliance and impact to other uses. The city’s Animal Enforcement Officers continued maintaining visitation logs, citizen feedback was collected, and staff conducted another survey, from May 31 – June 6, 2015, to document use.

At the conclusion of the year-two pilot period, the neighborhood was once again surveyed via mailed cards to gauge support. There were 251 total number of respondents, and support was consistent with the previous surveys.

End of Year-Two Pilot Period Survey Results

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<th>Support</th>
<th>Oppose</th>
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<tbody>
<tr>
<td>Overall</td>
<td>84.5%</td>
<td>15.5%</td>
</tr>
<tr>
<td>Mornings; Aug. 1 – May 31, Sunrise to 10 a.m.</td>
<td>73.5% (185)</td>
<td></td>
</tr>
<tr>
<td>Mornings; June 1 – July 31, 7 – 10 a.m.</td>
<td>72.5% (182)</td>
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<tr>
<td>Evenings</td>
<td>97.6% (245)</td>
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A review of the year-two pilot period was conducted by the Parks and Recreation Commission on July 16, 2015. A summary of events from the original petition through the year-two pilot period was presented by staff and public testimony was heard. The Commission approved continuing the Williams Park off-leash program on a regular basis, with off-leash hours being offered from Aug. 1 through May 31; sunrise to 10 a.m., June 1 through July 31, 7 to 10 a.m.; and 4 p.m. to sunset year-round.

Current Status
In November 2019, the department received a request to extend the dog off-leash hours at Williams Park, signed by 30 park users. In addition to requesting an extension of the hours, the petition requested the installation of benches (Exhibit J), as there is currently only one bench adjacent to the dog off-leash area.

Adjacent neighbors have indicated that they object the requests (Exhibit K) for the following reasons:

- People do not honor the times allowed
- Owners do not pick up after their dogs
- People do not have control of their animals and they jump on other people
- Some dogs get attacked by other dogs
- Garbage, including needles, are left in the park and areas maintained by the HOA

Benches
The installation of benches – and other items such as garbage cans, mutt mitt dispensers and water fountains – are identified and implemented through the park operations division of the department. These items are considered part of a park’s infrastructure and locations are identified that streamline maintenance of parks. When benches or other items considered to be part of the infrastructure are being placed in a park, staff consider the impact to user groups, impact to adjacent neighbors, ability of mowers to navigate the site and any irrigation hazards. In this instance, staff considered the use of drop-in sports on the field space and impact to adjacent neighbors when deciding to mark out bench locations that face the park.
Extension of Hours
On average, Animal Enforcement Officers are visiting the site three times a week and find that most of the complaints are related to dogs being off leash outside of the established hours. Animal Enforcement has documented, on average, nine encounters a month over the last year. This number is similar to enforcement at other neighborhood parks that have dog off-leash hours.

The department does not believe that an increase in hours is currently needed at Williams Park. After observing the evening patterns of use, it appears as though most users are well trained in the current hours, and while increasing the hours would provide time in the winter, it currently is not recommended on a year-round basis.

RECOMMENDATION: The department recommends that the Boise Parks and Recreation Commission deny the request for additional hours to the Williams Park Dog Off-Leash Program.
Group Sports Reservation and License Agreement

East Boise Youth Baseball and Softball, Inc.

Exhibit A.1.
GROUP SPORTS RESERVATION AND LICENSING AGREEMENT
City of Boise Parks and Recreation

This GROUP SPORTS RESERVATION AND LICENSING AGREEMENT (“Agreement”) is made and entered into effective upon the mutual acceptance of this Agreement (“Effective Date”) by and between the City of Boise City, an Idaho municipal corporation, by and through its Department of Parks and Recreation (“Licensor”) and East Boise Youth Baseball and Softball, Inc., an Idaho non-profit corporation (“Licensee”).

BACKGROUND

1) Licensor owns and operates a Facility containing baseball, softball and/or soccer fields known as the Simplot Sports Complex, addressed as 2437 East Lake Forest Drive (“the Facility”); and

2) Licensee is a non-profit corporation that organizes group recreational athletic programs; and

3) Licensor and Licensee desire to enter into an agreement for the orderly use and maintenance for the Facility during a regularly scheduled season of organized athletic programs; and

4) Licensor and Licensee acknowledge that the proper maintenance of playing surfaces and adjacent areas is essential for the safe and enjoyable use by group recreational athletic programs.

NOW THEREFORE, in consideration of the mutual promises herein contained, Licensor and Licensee hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

LICENSE

Licensee shall be entitled to use and enjoy the Facility defined in Section 2.1 for the purpose of Licensee-sponsored group recreational activities, including organized practice sessions and competitions, as stated in the reservation schedule, submitted yearly by Licensee and attached hereto as Exhibit A. Licensee’s entitlement to use and enjoyment of the Facility is subject the requirements as incorporated within this license and conditioned on the attachment of a current, valid, and accurate Exhibit A.

I. MAINTENANCE OBLIGATIONS OF LICENSOR AND LICENSEE

1.1 For the season of scheduled play, attached hereto as Exhibit A, Licensor shall provide the following services with respect to the baseball and softball facilities:

1.1.1 Once per week Licensor shall mow the outfield areas, lawns and other grassy areas. Mowing shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise mowing shall occur at a time of Licensor’s discretion.

1.1.2 Licensor shall provide and apply fertilizer or such similar product to the outfield areas, lawns and/or grassy areas. Application shall occur at a time of Licensor’s discretion which Licensor anticipates will occur during the autumn yearly.

1.1.3 Licensor shall irrigate the outfield areas, lawns and other grassy areas. Irrigation shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise irrigation shall occur at a time of Licensor’s discretion.

1.1.4 Licensor shall over seed the outfield and/or other grassy areas within the field of play in order to maintain the quality of playable surfaces. Seed application shall occur at a time of Licensor’s discretion, which is anticipated to occur during the autumn and the spring.
1.1.5 Licensor shall aerate the outfield areas, lawns and other grassy areas within the field of play in order to maintain the quality of playable surfaces. Aeration shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise aeration shall occur at a time of Licensor’s discretion.

1.1.6 Licensor shall apply topdressing on aerated areas of the outfield, lawns and other grassy areas within the field of play in order to maintain the quality of playable surfaces. Topdressing shall be applied at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise application shall occur at a time of Licensor’s discretion.

1.1.7 Licensor shall clean and maintain permanent restroom facilities. Cleaning shall occur once daily for each day of the week when restroom facilities are open and in use. Licensor shall not be responsible for maintenance and cleaning of any portable restroom Facility. Maintenance and cleaning shall occur at a time of Licensor’s discretion.

1.2 For the season of scheduled play, attached hereto as Exhibit A, Licensee shall provide the following services for the baseball and softball facilities:

1.2.1 Licensee shall be responsible and pay for when due and owning all electricity required to illuminate the field of play during Licensee’s use of the Facilities and for any other utility costs attributable primarily to Licensee’s use of the Facilities.

1.2.2 Licensee shall provide portable restrooms as Licensor may require, which shall remain open and available for use by the public at all times. Licensee shall ensure that at least one of the portable restrooms shall comply with the Americans with Disabilities Act and associated regulations and guidelines. Licensee shall maintain and clean all portable restrooms it provides. Cleaning shall occur once each day that the portable restroom is located at the Facility. Maintenance and cleaning shall occur at a time of Licensee’s discretion.

1.2.3 Licensee shall provide and pay for solid waste services for the Facility. Licensor may require Licensee to provide additional solid waste containers and service if in Licensor’s judgment Licensee has not provided adequate services and/or containers.

1.2.4 Licensee shall provide storage facilities for any and all equipment, tools and/or supplies Licensee will use in association with maintenance or recreational activities associated with the Facility.

1.2.5 Licensee shall provide field maintenance in order to maintain the quality of playable surfaces and allow for play on such surfaces except as specified in Section A (above) detailing the obligations of Licensor. Licensee shall ensure that required lines and markings required for play are present and maintained during times of play. Licensee shall ensure that the infield surfaces and mound shall be dragged, groomed, in-filled, and/or maintained as may be required for proper and safe play at the Facility.

1.2.6 Licensee shall be responsible for and provide for the cleaning of all hard surfaces adjacent to or contained within the fields of play.

1.2.7 At its cost Licensee shall provide all equipment and supplies required to carry out Licensee’s maintenance and cleaning obligations including but not limited to drags, chalkers, hand tools, hoses and any mechanized equipment.

1.2.8 Upon commencement of the season of regular play, Licensee shall maintain all equipment associated with the field of play including but not limited to, infield bases, home plate, pitcher’s rubber, and portable backstops.

1.3 For the season of scheduled play, attached hereto as Exhibit A, Licensor and Licensee shall provide jointly the following services with respect to the baseball and softball facilities:
1.3.1 Licensor and Licensee shall cooperate to jointly remove all litter, trash or other debris and dispose and/or recycle that material.

1.3.2 Licensor and Licensee shall maintain, repair and replace outfield and side fencing.

1.3.3 Licensor and Licensee shall maintain all backstops, benches and bleachers.

1.3.4 Every two weeks during the regular season of play, Licensor and Licensee shall ensure that the field perimeter, outfield and/or other grassy areas within the field of play and around fencing shall be trimmed in order to maintain the quality of playable surfaces. Trimming shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility.

1.4 Changes to Facility: Any modification, alteration, addition or construction of any nature to the Facility infrastructure shall require Licensor’s prior written review and approval of such modification, alteration or construction. Licensee shall pay the cost of any increase in the cost of utilities that results from any modification, alteration, addition or construction approved by Licensor.

1.5 In the course of performing its maintenance responsibilities pursuant to this Agreement, Licensee shall not use or allow the use of heavy equipment, including but not limited to automobiles, pickups, backhoes, forklifts and any other equipment likely to damage the Facility’s turf, playing surfaces or above- or in-ground irrigation systems without the prior consent of Licensor, which consent Licensee may seek via electronic mail or telephone.

II. DEFINITIONS

2.1 Defined Terms: The following terms shall have the meanings stated below:

“Facility” and “Recreational Facility” shall mean the fifteen (15) baseball diamonds located at the Large Special Use Area known as the Simplot Sports Complex, addressed as 2437 East Lake Forest Drive, Boise, Idaho, 83716.

III. TERM OF LICENSING AGREEMENT

3.1 Term: This Licensing Agreement shall become effective March 1, 2020 and shall continue until December 31, 2020 or until termination or default as provided by this Agreement.

3.2 Termination:

3.2.1. Either party may terminate this Agreement without cause and without regard to payment periods by providing the other party sixty (60) days written notice.

3.2.2. Total destruction: Should the Facility or an essential part of the area used by Licensee for business operations be totally destroyed by fire, flood, or other casualty, this Agreement shall terminate.

3.2.3. Partial destruction: In the case of partial destruction of the area used by Licensee for business operations, either party may terminate this Agreement within ten (10) days following such partial destruction, with notice to be given to the other party not less than ten (10) days prior to the chosen date of termination.

3.2.4 If Licensee makes an assignment for the benefit of creditors, or is placed in receivership or adjudicated bankrupt, or takes advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to Licensee specifying the date of termination, such notice to be given not less than ten (10) days prior to the chosen date of termination.

IV. PREMISES
4.1 Licensed Premises: The Licensee’s access to the Facility shall be only during the Facility’s regular operating hours and pursuant to the scheduled reservation attached as Exhibit A.

4.2 Lawful Business Use: During the term of this Agreement, Licensee shall use the Facility exclusively for the uses described herein and in any attached exhibits. The Licensee shall not use or permit use of the Facility or any part thereof for any immoral or illegal purposes and shall not allow, suffer, or permit use of the Facility for any purpose, business, activity, use, function, or object to which Licensor objects in writing. The Licensee shall, at all times during the terms of this Agreement, be subject to the lawful exercise of the police power of Boise City.

V. GENERAL DUTIES OF LICENSEE

5.1 Duties: In exchange for the privilege of obtaining this non-exclusive, revocable License, Licensee agrees to:

5.1.1 Provide all services and business operations in a safe and law-abiding manner.

5.1.2 Follow all rules and regulations of the Facility and the laws of the City of Boise City.

5.1.3 Provide daily and continuous clean up of all debris in the area used, occupied, and immediately adjacent to Licensee’s business that Licensee’s employees, servants, agents, business invitees, patrons, and guests cause or create.

5.1.4 Maintain all Licensee’s vehicles on roadways or parking lots within the boundaries of the Facility. Licensee shall hand-carry all equipment and supplies from the vehicle to location of business operations.

5.1.5 Pay for all damages to the Facility caused directly or proximately by Licensee’s business equipment, employees, servants, agents, business invitees, patrons, and guests and not a result of normal wear and tear that would have occurred had Licensee’s business not operated at the Facility.

5.1.6 At the termination of this Agreement, either by natural expiration or default as herein provided, return the areas of use in the Facility to their original condition normal wear and tear excepted.

5.2 Product Sales: Lessee shall offer for sale on the Premises only the same branded soft drink as Lessor and with which Lessor may from time to time enter into a sponsorship agreement; Lessee will be required to purchase directly from vendor with sponsorship agreement, and will offer no other beverage products which could be reasonably understood to compete with Lessor’s sponsored product. Costs of all products and services offered by Lessee under the terms of this Agreement shall be subject to review and authorization by Lessor.

5.3 No Assignment: Licensee shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Licensor.

5.4 Limitations: This Agreement shall apply to and be binding on Licensee only to the extent Licensee’s business operates within the confines of the Facility and as Licensor may approve.

5.5 Default and Cancellation: If Licensee is in default of any of the terms and conditions of this Agreement or violates any laws of the United States, the state of Idaho, or applicable City of Boise ordinances, rules or regulations and thereafter fails or refuses to perform or correct the conditions constituting a breach or default, or by the very nature of the default cannot thereafter perform or correct the conditions constituting a breach or default, after five (5) days written notice this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of Licensee hereunder shall be terminated.

5.6 Code of Conduct: In order to ensure a professional and respectful relationship with the general public, the City of Boise requires its licensees to behave in a civil and courteous manner at all times. While it is impossible to list every type of conduct that is unacceptable, the following are examples of behavior that may, at the sole discretion of Licensor, result in the revocation of this Licensing Agreement:
5.6.1 Harm or threat of harm to any City employee, member of the public, City government, or City property, regardless of location.

5.6.2 Physical violence against persons or property.

5.6.3 Sabotage of City property or processes.

5.6.4 Theft or unauthorized removal or possession of the City’s property or another person’s property from City premises.

5.6.5 Speech or conduct with the public that violates commonly accepted standards and that, under present circumstances, has no redeeming social value, including the use of profane, indecent, or abusive language.

5.6.6 Speech or conduct deemed rude, disrespectful, aggressive, intimidating, harassing or otherwise inappropriate when conducting licensee’s business.

5.6.7 Making malicious, vindictive, false, and/or harmful statements about others or engaging in verbal abuse, altercations or outbursts.

5.6.8 Any conduct that obstructs, disrupts, or interferes with City business, service, work environment or administrative functions, including City sponsored events.

5.6.9 Untruthfulness related to use of the license which could hinder or jeopardize the City's interests.

5.6.10 Use, possession, distribution, or sale of illegal drugs, paraphernalia, or controlled substances not prescribed to the user by a physician, on City property or at City sponsored events, including the use of alcohol, drugs, or controlled substances while working in accordance with the license.

5.7 Criminal History: Licensee shall not employ to work under the terms of this Licensing Agreement any employee, servant, or agent who is unsuitable to interact with children. “Unsuitable to interact with children” shall mean having been convicted of a crime listed in Idaho Code § 18-8304 (or similar statute from any other state or territory) or required to register under Idaho’s Sexual Offender Registration Notification and Community Right-to-Know Act, Idaho Code § 18-8301 et seq. (or similar statute from any other state or territory).

5.7.1 Licensee, at its own expense, shall conduct appropriate and applicable background and reference checks on each of its employees, servants, and/or agents to ascertain that there is no history of behavior that would make Licensee or its employees, servants, or agents unsuitable to interact with children.

5.7.2 Licensee shall certify to Licensor that each of Licensee’s employees, servants, and/or agents is fit to interact with children and will so certify this information prior to allowing the employee, servant, or agent to perform any on-site services. Failure to certify shall be grounds for immediate revocation of this licensing agreement.

6.1 Indemnification: To the fullest extent permitted by law, Licensee shall indemnify and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, arising from all acts or omissions to act of Licensee or its servants, officers, agents employees, guests, and business invitees in rendering services under this contract or otherwise caused or incurred by Licensee, its servants, officers, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Licensor or its employees. The limits of insurance will not be deemed a limitation of the covenants to indemnify and save and hold harmless the Licensor, its elected officials, officers, employees, agents, and volunteers. If the Licensor becomes liable for an amount in excess of the Licensee’s insurance limits, Licensee covenants and agrees to indemnify...
and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, to the extent permitted by law.

6.2 Insurance: The Licensee shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies possessing a financial strength rating of at least A- and a financial size category of VII or higher from A.M. Best or an equivalent rating service. The Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer. All of Licensee’s policies shall be primary and Licensee agrees that any insurance maintained by the Licensor shall be non-contributing with respect to the Licensee’s insurance. Licensee shall advise the Licensor of any cancellation, non-renewal, or material change in any policy within five business days of notification of such action.

6.3 Workers Compensation and Employers Liability: Regardless of the number of employees Licensee may have, Licensee shall have and maintain throughout the term of this Agreement and any extensions thereof, statutory Workers Compensation insurance in the statutory limits as required by law and Employers Liability insurance coverage with a limit of no less than $500,000.00 for bodily injury by accident or disease. In the event Licensee sublets any responsibilities under this Agreement, the Licensee shall require the sub-licensee to provide Workers Compensation insurance coverage for itself and any/all the sub-licensee's employees performing responsibilities under this Agreement. Licensee shall provide proof of insurance to the Licensor prior to the exercise of its rights and responsibilities under this Agreement.

VII. GENERAL PROVISIONS

7.1 Notices: The parties' addresses for all notices set forth in this Agreement are:

Licensee: East Boise Youth Baseball and Softball, Inc.
City of Boise
Department of Parks and Recreation
Attn: Brent Daniel Delong
P.O. Box 170167
Boise, Idaho 83717

Licensor: City of Boise
Department of Parks and Recreation
Attn: Karen Bledsoe
1104 Royal Blvd
Boise, Idaho 83706

Licensee shall update Licensor whenever there are changes to the corporation address, corporate status, or the identity of the Registered Agent.

For purposes of legal notices, Licensee’s Registered Agent is:

Brent Daniel Delong
6471 E Deer Ridge St
Boise, Idaho 83716

7.2 Non-Discrimination: Licensee, by using this License herein granted, 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, physical handicap or sexual orientation and/or gender identity/expression. Non-compliance with such assurances shall constitute a natural breach of this License Agreement, and in the event of non-compliance, Licensor may take appropriate action to enforce compliance and may terminate this Agreement or seek judicial enforcement thereof.

7.3 Compliance with Laws: In performing the scope of services required hereunder, Licensee shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments including, but not limited to, required licensing for drivers of commercial vehicles in the State of Idaho, workers’ compensation insurance, and all sales and use tax legislation. Specifically, Licensee shall comply with all state or Central District Health Department statutes, rules and regulations governing the regulation of food establishments in the operation of any concessions or food service.

GROUP SPORTS RESERVATION AND LICENSING AGREEMENT – CITY OF BOISE/EAST BOISE YOUTH BASEBALL AND SOFTBALL, INC. - 6
operations in which Licensee may engage. The Licensor reserves the right to request proof of compliance with any applicable statute, ordinance or regulation for which Licensee is statutorily required to comply.

7.4 Interpretation: The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

7.5 Modification: There shall be no modification of this Agreement, except in writing, executed with the same formalities as was this License Agreement.

7.6 Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho and the ordinances of the City of Boise City.

7.7 Attorney’s Fees: Should any litigation be commenced between the parties to this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys’ fees as determined by a court of competent jurisdiction. This provision shall be deemed a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

7.8 Independent Permittee: Licensee is and shall at all times be considered as an independent permittee and is in no way an employee of the City of Boise City.

7.8.1 The parties intend that this Agreement create only an independent licensing relationship. Licensee shall complete the services agreed upon with Licensor according to its own means and methods, which shall be in the exclusive control of Licensee and which shall not be subject to the control or supervision of Licensor other than as specified in this Licensing Agreement. The parties agree that this Agreement does not entitle Licensee or its employees or agents (if any) to workers’ compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of Licensee and/or its employees or agents.

7.8.2 Licensee is not required to perform its services exclusively for the Licensor. Licensee, its employees or agents shall be responsible for any business registrations or licenses required by any governmental entity. Licensor shall not control, directly or indirectly, the number of hours Licensee, its employees, or agents shall perform services under this Agreement. Licensor shall not combine business operations with Licensee.

7.8.3 Neither Licensee nor its employees or agents are to be considered agents or employees of Licensor for any purpose, including that of federal and state taxation, and neither Licensee nor its employees or agents are entitled to any of the benefits that the City may provide to its employees. It is understood and agreed that Licensor does not require Licensee to provide services exclusively to Licensor and that Licensor is free to contract to provide services to other entities during the term of this Agreement.

7.9 Entire Agreement: This instrument embodies the whole agreement of the parties and supersedes any and all other agreements or understandings. No failure of Licensor to exercise any power given it hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor’s right to demand strict compliance with the terms hereof.

7.10 Severability: If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

[End of Agreement; signatures appear on the following page.]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective as of the dates set forth below.
CITY OF Boise City:
Licensor

By: _______________________________  DATED: _______________________________
   Doug Holloway
   Director
   Department of Parks and Recreation

STATE OF IDAHO  )
   ) ss.
County of Ada  )

SUBSCRIBED AND SWORN TO before me this ________ day of ___________________
   (month/year)

Notary Public for Idaho
Commission Expires____________________

East Boise Youth Baseball & Softball, Inc.
Licensee

By: _______________________________  DATED: _______________________________
   Brent Daniel Delong
   President

STATE OF IDAHO  )
   ) ss.
County of Ada  )

SUBSCRIBED AND SWORN TO before me this ________ day of ___________________
   (month/year)

Notary Public for Idaho
Commission Expires____________________
Group Sports Reservation and License Agreement

North Boise Little League, Inc.

Exhibit A.2.
GROUP SPORTS RESERVATION AND LICENSING AGREEMENT
City of Boise Parks and Recreation

This GROUP SPORTS RESERVATION AND LICENSING AGREEMENT ("Agreement") is made and entered into effective upon the mutual acceptance of this Agreement ("Effective Date") by and between the City of Boise, an Idaho municipal corporation, by and through its Department of Parks and Recreation ("Licensor") and North Boise Little League, Inc., an Idaho non-profit corporation ("Licensee").

BACKGROUND

1) Licensor owns and operates a Facility containing baseball, softball and/or soccer fields known as Hillside Park, addressed as 4650 North 36th Street, Boise, Idaho ("the Facility"); and

2) Licensee is a non-profit corporation that organizes group recreational athletic programs; and

3) Licensor and Licensee desire to enter into an agreement for the orderly use and maintenance for the Facility during a regularly scheduled season of organized athletic programs; and

4) Licensor and Licensee acknowledge that the proper maintenance of playing surfaces and adjacent areas is essential for the safe and enjoyable use by group recreational athletic programs.

NOW THEREFORE, in consideration of the mutual promises herein contained, Licensor and Licensee hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

LICENSE

Licensee shall be entitled to use and enjoy the Facility defined in Section 2.1 for the purpose of Licensee-sponsored group recreational activities, including organized practice sessions and competitions, as stated in the reservation schedule, submitted yearly by Licensee and attached hereto as Exhibit A. Licensee’s entitlement to use and enjoyment of the Facility is subject the requirements as incorporated within this license and conditioned on the attachment of a current, valid, and accurate Exhibit A.

I. MAINTENANCE OBLIGATIONS OF LICENSOR AND LICENSEE

1.1 For the season of scheduled play, attached hereto as Exhibit A, Licensor shall provide the following services with respect to the baseball and softball facilities:

1.1.1 Once per week Licensor shall mow the outfield areas, lawns and other grassy areas. Mowing shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise mowing shall occur at a time of Licensor’s discretion.

1.1.2 Licensor shall provide and apply fertilizer or such similar product to the outfield areas, lawns and/or grassy areas. Application shall occur at a time of Licensor’s discretion which Licensor anticipates will occur during the autumn yearly.

1.1.3 Licensor shall irrigate the outfield areas, lawns and other grassy areas. Irrigation shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise irrigation shall occur at a time of Licensor’s discretion.

1.1.4 Licensor shall over seed the outfield and/or other grassy areas within the field of play in order to maintain the quality of playable surfaces. Seed application shall occur at a time of Licensor’s discretion, which is anticipated to occur during the autumn and the spring.
1.1.5 Licensor shall aerate the outfield areas, lawns and other grassy areas within the field of play in order to maintain the quality of playable surfaces. Aeration shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise aeration shall occur at a time of Licensor’s discretion.

1.1.6 Licensor shall apply topdressing on aerated areas of the outfield, lawns and other grassy areas within the field of play in order to maintain the quality of playable surfaces. Topdressing shall be applied at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise application shall occur at a time of Licensor’s discretion.

1.1.7 Licensor shall clean and maintain permanent restroom facilities. Cleaning shall occur once daily for each day of the week when restroom facilities are open and in use. Licensor shall not be responsible for maintenance and cleaning of any portable restroom Facility. Maintenance and cleaning shall occur at a time of Licensor’s discretion.

1.2 For the season of scheduled play, attached hereto as Exhibit A, Licensee shall provide the following services for the baseball and softball facilities:

1.2.1 Licensee shall be responsible and pay for when due and owning all electricity required to illuminate the field of play during Licensee’s use of the Facilities and for any other utility costs attributable primarily to Licensee’s use of the Facilities.

1.2.2 Licensee shall provide portable restrooms as Licensor may require, which shall remain open and available for use by the public at all times. Licensee shall ensure that at least one of the portable restrooms shall comply with the Americans with Disabilities Act and associated regulations and guidelines. Licensee shall maintain and clean all portable restrooms it provides. Cleaning shall occur once each day that the portable restroom is located at the Facility. Maintenance and cleaning shall occur at a time of Licensee’s discretion.

1.2.3 Licensee shall provide and pay for solid waste services for the Facility. Licensor may require Licensee to provide additional solid waste containers and service if in Licensor’s judgment Licensee has not provided adequate services and/or containers.

1.2.4 Licensee shall provide storage facilities for any and all equipment, tools and/or supplies Licensee will use in association with maintenance or recreational activities associated with the Facility.

1.2.5 Licensee shall provide field maintenance in order to maintain the quality of playable surfaces and allow for play on such surfaces except as specified in Section A (above) detailing the obligations of Licensor. Licensee shall ensure that required lines and markings required for play are present and maintained during times of play. Licensee shall ensure that the infield surfaces and mound shall be dragged, groomed, in-filled, and/or maintained as may be required for proper and safe play at the Facility.

1.2.6 Licensee shall be responsible for and provide for the cleaning of all hard surfaces adjacent to or contained within the fields of play.

1.2.7 At its cost Licensee shall provide all equipment and supplies required to carry out Licensee’s maintenance and cleaning obligations including but not limited to drags, chalkers, hand tools, hoses and any mechanized equipment.

1.2.8 Upon commencement of the season of regular play, Licensee shall maintain all equipment associated with the field of play including but not limited to, infield bases, home plate, pitcher’s rubber, and portable backstops.

1.3 For the season of scheduled play, attached hereto as Exhibit A, Licensor and Licensee shall provide jointly the following services with respect to the baseball and softball facilities:
1.3.1 Licensor and Licensee shall cooperate to jointly remove all litter, trash or other debris and dispose and/or recycle that material.

1.3.2 Licensor and Licensee shall maintain, repair and replace outfield and side fencing.

1.3.3 Licensor and Licensee shall maintain all backstops, benches and bleachers.

1.3.4 Every two weeks during the regular season of play, Licensor and Licensee shall ensure that the field perimeter, outfield and/or other grassy areas within the field of play and around fencing shall be trimmed in order to maintain the quality of playable surfaces. Trimming shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility.

1.4 Changes to Facility: Any modification, alteration, addition or construction of any nature to the Facility infrastructure shall require Licensor’s prior written review and approval of such modification, alteration or construction. Licensee shall pay the cost of any increase in the cost of utilities that result from any modification, alteration, addition or construction approved by Licensor.

1.5 In the course of performing its maintenance responsibilities pursuant to this Agreement, Licensee shall not use or allow the use of heavy equipment, including but not limited to automobiles, pickups, backhoes, forklifts and any other equipment likely to damage the Facility’s turf, playing surfaces or above- or in-ground irrigation systems without the prior consent of Licensor, which consent Licensee may seek via electronic mail or telephone.

II. DEFINITIONS

2.1 Defined Terms: The following terms shall have the meanings stated below:

“Facility” and “Recreational Facility” shall mean the three (3) baseball fields, including two (2) lighted baseball diamonds, located at the Community Park known as Hillside Park, addressed as 4650 North 36th Street, Boise, Idaho.

III. TERM OF LICENSING AGREEMENT

3.1 Term: This Licensing Agreement shall become effective March 1, 2020 and shall continue until December 31, 2020 or until termination or default as provided by this Agreement.

3.2 Termination:

3.2.1. Either party may terminate this Agreement without cause and without regard to payment periods by providing the other party sixty (60) days written notice.

3.2.2. Total destruction: Should the Facility or an essential part of the area used by Licensee for business operations be totally destroyed by fire, flood, or other casualty, this Agreement shall terminate.

3.2.3. Partial destruction: In the case of partial destruction of the area used by Licensee for business operations, either party may terminate this Agreement within ten (10) days following such partial destruction, with notice to be given to the other party not less than ten (10) days prior to the chosen date of termination.

3.2.4 If Licensee makes an assignment for the benefit of creditors, or is placed in receivership or adjudicated bankrupt, or takes advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to Licensee specifying the date of termination, such notice to be given not less than ten (10) days prior to the chosen date of termination.

IV. PREMISES
4.1 Licensed Premises: The Licensee’s access to the Facility shall be only during the Facility’s regular operating hours and pursuant to the scheduled reservation attached as Exhibit A.

4.2 Lawful Business Use: During the term of this Agreement, Licensee shall use the Facility exclusively for the uses described herein and in any attached exhibits. The Licensee shall not use or permit use of the Facility or any part thereof for any immoral or illegal purposes and shall not allow, suffer, or permit use of the Facility for any purpose, business, activity, use, function, or object to which Licensor objects in writing. The Licensee shall, at all times during the terms of this Agreement, be subject to the lawful exercise of the police power of Boise City.

V. GENERAL DUTIES OF LICENSEE

5.1 Duties: In exchange for the privilege of obtaining this non-exclusive, revocable License, Licensee agrees to:

5.1.1 Provide all services and business operations in a safe and law-abiding manner.

5.1.2 Follow all rules and regulations of the Facility and the laws of the City of Boise City.

5.1.3 Provide daily and continuous clean up of all debris in the area used, occupied, and immediately adjacent to Licensee’s business that Licensee’s employees, servants, agents, business invitees, patrons, and guests cause or create.

5.1.4 Maintain all Licensee’s vehicles on roadways or parking lots within the boundaries of the Facility. Licensee shall hand-carry all equipment and supplies from the vehicle to location of business operations.

5.1.5 Pay for all damages to the Facility caused directly or proximately by Licensee’s business equipment, employees, servants, agents, business invitees, patrons, and guests and not a result of normal wear and tear that would have occurred had Licensee’s business not operated at the Facility.

5.1.6 At the termination of this Agreement, either by natural expiration or default as herein provided, return the areas of use in the Facility to their original condition normal wear and tear excepted.

5.2 Product Sales: Lessee shall offer for sale on the Premises only the same branded soft drink as Lessor and with which Lessor may from time to time enter into a sponsorship agreement; Lessee will be required to purchase directly from vendor with sponsorship agreement, and will offer no other beverage products which could be reasonably understood to compete with Lessor’s sponsored product. Costs of all products and services offered by Lessee under the terms of this Agreement shall be subject to review and authorization by Lessor.

5.3 No Assignment: Licensee shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Lessor.

5.4 Limitations: This Agreement shall apply to and be binding on Licensee only to the extent Licensee’s business operates within the confines of the Facility and as Lessor may approve.

5.5 Default and Cancellation: If Licensee is in default of any of the terms and conditions of this Agreement or violates any laws of the United States, the state of Idaho, or applicable City of Boise ordinances, rules or regulations and thereafter fails or refuses to perform or correct the conditions constituting a breach or default, or by the very nature of the default cannot thereafter perform or correct the conditions constituting a breach or default, after five (5) days written notice this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of Licensee hereunder shall be terminated.

5.6 Code of Conduct: In order to ensure a professional and respectful relationship with the general public, the City of Boise requires its licensees to behave in a civil and courteous manner at all times. While it is impossible to list every type of conduct that is unacceptable, the following are examples of behavior that may, at the sole discretion of Lessor, result in the revocation of this Licensing Agreement:
5.6.1 Harm or threat of harm to any City employee, member of the public, City government, or City property, regardless of location.

5.6.2 Physical violence against persons or property.

5.6.3 Sabotage of City property or processes.

5.6.4 Theft or unauthorized removal or possession of the City’s property or another person’s property from City premises.

5.6.5 Speech or conduct with the public that violates commonly accepted standards and that, under present circumstances, has no redeeming social value, including the use of profane, indecent, or abusive language.

5.6.6 Speech or conduct deemed rude, disrespectful, aggressive, intimidating, harassing or otherwise inappropriate when conducting licensee’s business.

5.6.7 Making malicious, vindictive, false, and/or harmful statements about others or engaging in verbal abuse, altercations or outbursts.

5.6.8 Any conduct that obstructs, disrupts, or interferes with City business, service, work environment or administrative functions, including City sponsored events.

5.6.9 Untruthfulness related to use of the license which could hinder or jeopardize the City's interests.

5.6.10 Use, possession, distribution, or sale of illegal drugs, paraphernalia, or controlled substances not prescribed to the user by a physician, on City property or at City sponsored events, including the use of alcohol, drugs, or controlled substances while working in accordance with the license.

5.7 Criminal History: Licensee shall not employ to work under the terms of this Licensing Agreement any employee, servant, or agent who is unsuitable to interact with children. “Unsuitable to interact with children” shall mean having been convicted of a crime listed in Idaho Code § 18-8304 (or similar statute from any other state or territory) or required to register under Idaho’s Sexual Offender Registration Notification and Community Right-to-Know Act, Idaho Code § 18-8301 et seq. (or similar statute from any other state or territory).

5.7.1 Licensee, at its own expense, shall conduct appropriate and applicable background and reference checks on each of its employees, servants, and/or agents to ascertain that there is no history of behavior that would make Licensee or its employees, servants, or agents unsuitable to interact with children.

5.7.2 Licensee shall certify to Licensor that each of Licensee’s employees, servants, and/or agents is fit to interact with children and will so certify this information prior to allowing the employee, servant, or agent to perform any on-site services. Failure to certify shall be grounds for immediate revocation of this licensing agreement.

VI. INDEMNIFICATION AND INSURANCE

6.1 Indemnification: To the fullest extent permitted by law, Licensee shall indemnify and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, arising from all acts or omissions to act of Licensee or its servants, officers, agents employees, guests, and business invitees in rendering services under this contract or otherwise caused or incurred by Licensee, its servants, officers, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Licensor or its employees. The limits of insurance will not be deemed a limitation of the covenants to indemnify and save and hold harmless the Licensor, its elected officials, officers, employees, agents, and volunteers. If the Licensor becomes liable for an amount in excess of the Licensee’s insurance limits, Licensee covenants and agrees to indemnify and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for
any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, to the extent permitted by law.

6.2 Insurance: The Licensee shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies possessing a financial strength rating of at least A- and a financial size category of VII or higher from A.M. Best or an equivalent rating service. The Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Licensee has received a waiver of subrogation endorsement from the insurer. All of Licensee’s policies shall be primary and Licensee agrees that any insurance maintained by the Licensor shall be non-contributing with respect to the Licensee’s insurance. Licensee shall advise the Licensor of any cancellation, non-renewal, or material change in any policy within five business days of notification of such action.

6.3 Workers Compensation and Employers Liability: Regardless of the number of employees Licensee may have, Licensee shall have and maintain throughout the term of this Agreement and any extensions thereof, statutory Workers Compensation insurance in the statutory limits as required by law and Employers Liability insurance coverage with a limit of no less than $500,000.00 for bodily injury by accident or disease. In the event Licensee sublets any responsibilities under this Agreement, the Licensee shall require the sub-licensee to provide Workers Compensation insurance coverage for itself and any/all the sub-licensee’s employees performing responsibilities under this Agreement. Licensee shall provide proof of insurance to the Licensor prior to the exercise of its rights and responsibilities under this Agreement.

VII. GENERAL PROVISIONS

7.1 Notices: The parties' addresses for all notices set forth in this Agreement are:

<table>
<thead>
<tr>
<th>Licensor:</th>
<th>Licensee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Boise</td>
<td>North Boise Little League, Inc.</td>
</tr>
<tr>
<td>Department of Parks and Recreation</td>
<td>Chris Haechrel</td>
</tr>
<tr>
<td>Attn: Karen Bledsoe</td>
<td>PO Box 9372</td>
</tr>
<tr>
<td>1104 Royal Blvd</td>
<td>Boise, Idaho 83707</td>
</tr>
</tbody>
</table>

Licensee shall update Licensor whenever there are changes to the corporation address, corporate status, or the identity of the Registered Agent.

For purposes of legal notices, Licensee’s Registered Agent is:

Chris Haechrel
PO Box 9372
Boise, Idaho 83707

7.2 Non-Discrimination: Licensee, by using this License herein granted, 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, physical handicap or sexual orientation and/or gender identity/expression. Non-compliance with such assurances shall constitute a natural breach of this License Agreement, and in the event of non-compliance, Licensor may take appropriate action to enforce compliance and may terminate this Agreement or seek judicial enforcement thereof.

7.3 Compliance with Laws: In performing the scope of services required hereunder, Licensee shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments including, but not limited to, required licensing for drivers of commercial vehicles in the State of Idaho, workers’ compensation insurance, and all sales and use tax legislation. Specifically, Licensee shall comply with all state or Central District Health Department statutes, rules and regulations governing the regulation of food establishments in the operation of any concessions or food service operations in which Licensee may engage. The Licensor reserves the right to request proof of compliance with any
applicable statute, ordinance or regulation for which Licensee is statutorily required to comply.

7.4 Interpretation: The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

7.5 Modification: There shall be no modification of this Agreement, except in writing, executed with the same formalities as was this License Agreement.

7.6 Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho and the ordinances of the City of Boise City.

7.7 Attorney’s Fees: Should any litigation be commenced between the parties to this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys’ fees as determined by a court of competent jurisdiction. This provision shall be deemed a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

7.8 Independent Permittee: Licensee is and shall at all times be considered as an independent permittee and is in no way an employee of the City of Boise City.

7.8.1 The parties intend that this Agreement create only an independent licensing relationship. Licensee shall complete the services agreed upon with Licensor according to its own means and methods, which shall be in the exclusive control of Licensee and which shall not be subject to the control or supervision of Licensor other than as specified in this Licensing Agreement. The parties agree that this Agreement does not entitle Licensee or its employees or agents (if any) to workers’ compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of Licensee and/or its employees or agents.

7.8.2 Licensee is not required to perform its services exclusively for the Licensor. Licensee, its employees or agents shall be responsible for any business registrations or licenses required by any governmental entity. Licensor shall not control, directly or indirectly, the number of hours Licensee, its employees, or agents shall perform services under this Agreement. Licensor shall not combine business operations with Licensee.

7.8.3 Neither Licensee nor its employees or agents are to be considered agents or employees of Licensor for any purpose, including that of federal and state taxation, and neither Licensee nor its employees or agents are entitled to any of the benefits that the City may provide to its employees. It is understood and agreed that Licensor does not require Licensee to provide services exclusively to Licensor and that Licensor is free to contract to provide services to other entities during the term of this Agreement.

7.9 Entire Agreement: This instrument embodies the whole agreement of the parties and supersedes any and all other agreements or understandings. No failure of Licensor to exercise any power given it hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor’s right to demand strict compliance with the terms hereof.

7.10 Severability: If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

[End of Agreement; signatures appear on the following page.]
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective as of the dates set forth below.

CITY OF Boise City:
Licensor

By: ___________________________ DATED: ___________________________
    Doug Holloway
    Director
    Department of Parks and Recreation

STATE OF IDAHO
    } ss.
County of Ada
    }

SUBSCRIBED AND SWORN TO before me this ______ day of __________
(month/year)

Notary Public for Idaho
Commission Expires

North Boise Little League, Inc.
Licencsee

By: ___________________________ DATED: ____________
    Chris Hatcher
    President

STATE OF IDAHO
    } ss.
County of Ada
    }

SUBSCRIBED AND SWORN TO before me this ______ day of __________
(month/year)

Notary Public for Idaho
Commission Expires
Group Sports Reservation and License Agreement

Northwest Ada Little League, Inc.

Exhibit A.3.
GROUP SPORTS RESERVATION AND LICENSING AGREEMENT
City of Boise Parks and Recreation

THIS GROUP SPORTS RESERVATION AND LICENSING AGREEMENT ("Agreement") is made and entered into effective upon the mutual acceptance of this Agreement ("Effective Date"), by and between the, an Idaho municipal corporation, by and through its Department of Parks and Recreation ("Licensor") and Northwest Ada Little League, Inc., an Idaho non-profit corporation ("Licensee").

BACKGROUND

1) Licensor owns and operates two Facilities containing baseball, softball and/or soccer fields known as the Hobble Creek Park, addressed as 6150 North Park Meadow Way, Boise, Idaho and Charles F. McDevitt Youth Sports Complex, 5101 N. Eagle Road, Boise Idaho 83713 ("the Facilities").

2) Licensee is a non-profit corporation that organizes group recreational athletic programs.

3) Licensor and Licensee desire to enter into an agreement for the orderly use and maintenance for the Facility during a regularly scheduled season of organized athletic programs.

4) Licensor and Licensee acknowledge that the proper maintenance of playing surfaces and adjacent areas is essential for the safe and enjoyable use by group recreational athletic programs.

NOW THEREFORE, in consideration of the mutual promises herein contained, Licensor and Licensee hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

LICENSE

Licensee shall be entitled to use and enjoy the Facility defined in Section 2.1 for the purpose of Licensee-sponsored group recreational activities, including organized practice sessions and competitions, as stated in the reservation schedule, submitted yearly by Licensee and attached hereto as Exhibit A. Licensee’s entitlement to use and enjoyment of the Facility is subject the requirements as incorporated within this license and conditioned on the attachment of a current, valid, and accurate Exhibit A.

I. MAINTENANCE OBLIGATIONS OF LICENSOR AND LICENSEE

1.1 For the season of scheduled play, attached hereto as Exhibit A, Licensor shall provide the following services with respect to the baseball and softball facilities:

1.1.1 Once per week Licensor shall mow the outfield areas, lawns and other grassy areas. Mowing shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise mowing shall occur at a time of Licensor’s discretion.

1.1.2 Licensor shall provide and apply fertilizer or such similar product to the outfield areas, lawns and/or grassy areas. Application shall occur at a time of Licensor’s discretion which Licensor anticipates will occur during the autumn yearly.

1.1.3 Licensor shall irrigate the outfield areas, lawns and other grassy areas. Irrigation shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise irrigation shall occur at a time of Licensor’s discretion.

1.1.4 Licensor shall over seed the outfield and/or other grassy areas within the field of play in order to maintain the quality of playable surfaces. Seed application shall occur at a time of Licensor’s discretion, which is anticipated to occur during the autumn and the spring.
1.1.5 Licensor shall aerate the outfield areas, lawns and other grassy areas within the field of play in order to maintain the quality of playable surfaces. Aeration shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise aeration shall occur at a time of Licensor’s discretion.

1.1.6 Licensor shall apply topdressing on aerated areas of the outfield, lawns and other grassy areas within the field of play in order to maintain the quality of playable surfaces. Topdressing shall be applied at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise application shall occur at a time of Licensor’s discretion.

1.1.7 Licensor shall clean and maintain permanent restroom facilities. Cleaning shall occur once daily for each day of the week when restroom facilities are open and in use. Licensor shall not be responsible for maintenance and cleaning of any portable restroom Facility. Maintenance and cleaning shall occur at a time of Licensor’s discretion.

1.2 For the season of scheduled play, attached hereto as Exhibit A, Licensee shall provide the following services for the baseball and softball facilities:

1.2.1 Licensee shall be responsible and pay for when due and owning all electricity required to illuminate the field of play during Licensee’s use of the Facilities and for any other utility costs attributable primarily to Licensee’s use of the Facilities.

1.2.2 Licensee shall provide portable restrooms as Licensor may require, which shall remain open and available for use by the public at all times. Licensee shall ensure that at least one of the portable restrooms shall comply with the Americans with Disabilities Act and associated regulations and guidelines. Licensee shall maintain and clean all portable restrooms it provides. Cleaning shall occur once each day that the portable restroom is located at the Facility. Maintenance and cleaning shall occur at a time of Licensee’s discretion.

1.2.3 Licensee shall provide and pay for solid waste services for the Facility. Licensor may require Licensee to provide additional solid waste containers and service if in Licensor’s judgment Licensee has not provided adequate services and/or containers.

1.2.4 Licensee shall provide storage facilities for any and all equipment, tools and/or supplies Licensee will use in association with maintenance or recreational activities associated with the Facility.

1.2.5 Licensee shall provide field maintenance in order to maintain the quality of playable surfaces and allow for play on such surfaces except as specified in Section A (above) detailing the obligations of Licensor. Licensee shall ensure that required lines and markings required for play are present and maintained during times of play. Licensee shall ensure that the infield surfaces and mound shall be dragged, groomed, in-filled, and/or maintained as may be required for proper and safe play at the Facility.

1.2.6 Licensee shall be responsible for and provide for the cleaning of all hard surfaces adjacent to or contained within the fields of play.

1.2.7 At its cost Licensee shall provide all equipment and supplies required to carry out Licensee’s maintenance and cleaning obligations including but not limited to drags, chalkers, hand tools, hoses and any mechanized equipment.

1.2.8 Upon commencement of the season of regular play, Licensee shall maintain all equipment associated with the field of play including but not limited to, infield bases, home plate, pitcher’s rubber, and portable backstops.

1.3 For the season of scheduled play, attached hereto as Exhibit A, Licensor and Licensee shall provide jointly the following services with respect to the baseball and softball facilities:
1.3.1 Licensor and Licensee shall cooperate to jointly remove all litter, trash or other debris and dispose and/or recycle that material.

1.3.2 Licensor and Licensee shall maintain, repair and replace outfield and side fencing.

1.3.3 Licensor and Licensee shall maintain all backstops, benches and bleachers.

1.3.4 Every two weeks during the regular season of play, Licensor and Licensee shall ensure that the field perimeter, outfield and/or other grassy areas within the field of play and around fencing shall be trimmed in order to maintain the quality of playable surfaces. Trimming shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility.

1.4 Changes to Facility: Any modification, alteration, addition or construction of any nature to the Facility infrastructure shall require Licensor’s prior written review and approval of such modification, alteration or construction. Licensee shall pay the cost of any increase in the cost of utilities that results from any modification, alteration, addition or construction approved by Licensor.

1.5 In the course of performing its maintenance responsibilities pursuant to this Agreement, Licensee shall not use or allow the use of heavy equipment, including but not limited to automobiles, pickups, backhoes, forklifts and any other equipment likely to damage the Facility’s turf, playing surfaces or above- or in-ground irrigation systems without the prior consent of Licensor, which consent Licensee may seek via electronic mail or telephone.

II. DEFINITIONS

2.1 Defined Terms: The following terms shall have the meanings stated below:

“Facility” and “Recreational Facility” shall mean the two (2) baseball diamonds located at the Community Park known as Hobble Creek Park, addressed as 6150 N. Park Meadow Way, Boise, Idaho, 83713.

III. TERM OF LICENSING AGREEMENT

3.1 Term: This Licensing Agreement shall become effective March 1, 2020 and shall continue until December 31, 2020 or until termination or default as provided by this Agreement.

3.2 Termination:

3.2.1 Either party may terminate this Agreement without cause and without regard to payment periods by providing the other party sixty (60) days written notice.

3.2.2 Total destruction: Should the Facility or an essential part of the area used by Licensee for business operations be totally destroyed by fire, flood, or other casualty, this Agreement shall terminate.

3.2.3 Partial destruction: In the case of partial destruction of the area used by Licensee for business operations, either party may terminate this Agreement within ten (10) days following such partial destruction, with notice to be given to the other party not less than ten (10) days prior to the chosen date of termination.

3.2.4 If Licensee makes an assignment for the benefit of creditors, or is placed in receivership or adjudicated bankrupt, or takes advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to Licensee specifying the date of termination, such notice to be given not less than ten (10) days prior to the chosen date of termination.

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4.1 Licensed Premises: The Licensee’s access to the Facility shall be only during the Facility’s regular operating hours and pursuant to the scheduled reservation attached as Exhibit A.

4.2 Lawful Business Use: During the term of this Agreement, Licensee shall use the Facility exclusively for the uses described herein and in any attached exhibits. The Licensee shall not use or permit use of the Facility or any part thereof for any immoral or illegal purposes and shall not allow, suffer, or permit use of the Facility for any purpose, business, activity, use, function, or object to which Licensor objects in writing. The Licensee shall, at all times during the terms of this Agreement, be subject to the lawful exercise of the police power of Boise City.

V. GENERAL DUTIES OF LICENSEE

5.1 Duties: In exchange for the privilege of obtaining this non-exclusive, revocable License, Licensee agrees to:

5.1.1 Provide all services and business operations in a safe and law-abiding manner.

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5.1.3 Provide daily and continuous clean up of all debris in the area used, occupied, and immediately adjacent to Licensee’s business that Licensee’s employees, servants, agents, business invitees, patrons, and guests cause or create.

5.1.4 Maintain all Licensee’s vehicles on roadways or parking lots within the boundaries of the Facility. Licensee shall hand-carry all equipment and supplies from the vehicle to location of business operations.

5.1.5 Pay for all damages to the Facility caused directly or proximately by Licensee’s business equipment, employees, servants, agents, business invitees, patrons, and guests and not a result of normal wear and tear that would have occurred had Licensee’s business not operated at the Facility.

5.1.6 At the termination of this Agreement, either by natural expiration or default as herein provided, return the areas of use in the Facility to their original condition normal wear and tear excepted.

5.2 Product Sales: Lessee shall offer for sale on the Premises only the same branded soft drink as Lessor and with which Lessor may from time to time enter into a sponsorship agreement; Lessee will be required to purchase directly from vendor with sponsorship agreement, and will offer no other beverage products which could be reasonably understood to compete with Lessor’s sponsored product. Costs of all products and services offered by Lessee under the terms of this Agreement shall be subject to review and authorization by Lessor.

5.3 No Assignment: Licensee shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Licensor.

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GROUP SPORTS RESERVATION AND LICENSING AGREEMENT – CITY OF BOISE/NORTHWEST
ADA LITTLE LEAGUE, INC. - 4
5.6.1 Harm or threat of harm to any City employee, member of the public, City government, or City property, regardless of location.

5.6.2 Physical violence against persons or property.

5.6.3 Sabotage of City property or processes.

5.6.4 Theft or unauthorized removal or possession of the City’s property or another person’s property from City premises.

5.6.5 Speech or conduct with the public that violates commonly accepted standards and that, under present circumstances, has no redeeming social value, including the use of profane, indecent, or abusive language.

5.6.6 Speech or conduct deemed rude, disrespectful, aggressive, intimidating, harassing or otherwise inappropriate when conducting licensee’s business.

5.6.7 Making malicious, vindictive, false, and/or harmful statements about others or engaging in verbal abuse, altercations or outbursts.

5.6.8 Any conduct that obstructs, disrupts, or interferes with City business, service, work environment or administrative functions, including City sponsored events.

5.6.9 Untruthfulness related to use of the license which could hinder or jeopardize the City's interests.

5.6.10 Use, possession, distribution, or sale of illegal drugs, paraphernalia, or controlled substances not prescribed to the user by a physician, on City property or at City sponsored events, including the use of alcohol, drugs, or controlled substances while working in accordance with the license.

5.7 Criminal History: Licensee shall not employ to work under the terms of this Licensing Agreement any employee, servant, or agent who is unsuitable to interact with children. “Unsuitable to interact with children” shall mean having been convicted of a crime listed in Idaho Code § 18-8304 (or similar statute from any other state or territory) or required to register under Idaho’s Sexual Offender Registration Notification and Community Right-to-Know Act, Idaho Code § 18-8301 et seq. (or similar statute from any other state or territory).

5.7.1 Licensee, at its own expense, shall conduct appropriate and applicable background and reference checks on each of its employees, servants, and/or agents to ascertain that there is no history of behavior that would make Licensee or its employees, servants, or agents unsuitable to interact with children.

5.7.2 Licensee shall certify to Licensor that each of Licensee’s employees, servants, and/or agents is fit to interact with children and will so certify this information prior to allowing the employee, servant, or agent to perform any on-site services. Failure to certify shall be grounds for immediate revocation of this licensing agreement.

VI. INDEMNIFICATION AND INSURANCE

6.1 Indemnification: To the fullest extent permitted by law, Licensee shall indemnify and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, arising from all acts or omissions to act of Licensee or its servants, officers, agents employees, guests, and business invitees in rendering services under this contract or otherwise caused or incurred by Licensee, its servants, officers, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Licensor or its employees. The limits of insurance will not be deemed a limitation of the covenants to indemnify and save and hold harmless the Licensor, its elected officials, officers, employees, agents, and volunteers. If the Licensor
becomes liable for an amount in excess of the Licensee’s insurance limits, Licensee covenants and agrees to indemnify and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, to the extent permitted by law.

6.2 Insurance: The Licensee shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies possessing a financial strength rating of at least A- and a financial size category of VII or higher from A.M. Best or an equivalent rating service. The Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer. All of Licensee’s policies shall be primary and Licensee agrees that any insurance maintained by the Licensor shall be non-contributing with respect to the Licensee’s insurance. Licensee shall advise the Licensor of any cancellation, non-renewal, or material change in any policy within five business days of notification of such action.

6.3 Workers Compensation and Employers Liability: Regardless of the number of employees Licensee may have, Licensee shall have and maintain throughout the term of this Agreement and any extensions thereof, statutory Workers Compensation insurance in the statutory limits as required by law and Employers Liability insurance coverage with a limit of no less than $500,000.00 for bodily injury by accident or disease. In the event Licensee sublets any responsibilities under this Agreement, the Licensee shall require the sub-licensee to provide Workers Compensation insurance coverage for itself and any/all the sub-licensee’s employees performing responsibilities under this Agreement. Licensee shall provide proof of insurance to the Licensor prior to the exercise of its rights and responsibilities under this Agreement.

VII. GENERAL PROVISIONS

7.1 Notices: The parties' addresses for all notices set forth in this Agreement are:

<table>
<thead>
<tr>
<th>Licensor:</th>
<th>Licensee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Boise</td>
<td>Northwest Ada Little League, Inc.</td>
</tr>
<tr>
<td>Department of Parks and Recreation</td>
<td>Attn: Michael Chilton</td>
</tr>
<tr>
<td>Attn: Karen Bledsoe</td>
<td>PO Box 44258</td>
</tr>
<tr>
<td>1104 Royal Blvd</td>
<td>Boise, Idaho 83711</td>
</tr>
<tr>
<td>Boise, Idaho 83706</td>
<td></td>
</tr>
</tbody>
</table>

Licensee shall update Licensor whenever there are changes to the corporation address, corporate status, or the identity of the Registered Agent.

For purposes of legal notices, Licensee’s registered agent is:

Michael Chilton
10400 Overland Rd, #395
Boise, Idaho 83709

7.2 Non-Discrimination: Licensee, by using this License herein granted, 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, physical handicap or sexual orientation and/or gender identity/expression. Non-compliance with such assurances shall constitute a natural breach of this License Agreement, and in the event of non-compliance, Licensor may take appropriate action to enforce compliance and may terminate this Agreement or seek judicial enforcement thereof.

7.3 Compliance with Laws: In performing the scope of services required hereunder, Licensee shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments including, but not limited to, required licensing for drivers of commercial vehicles in the State of Idaho, workers’ compensation insurance, and all sales and use tax legislation. Specifically, Licensee shall comply with all state or Central District Health Department statutes,
rules and regulations governing the regulation of food establishments in the operation of any concessions or food service

operations in which Licensee may engage. The Licensor reserves the right to request proof of compliance with any applicable statute, ordinance or regulation for which Licensee is statutorily required to comply.

7.4 Interpretation: The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

7.5 Modification: There shall be no modification of this Agreement, except in writing, executed with the same formalities as was this License Agreement.

7.6 Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho and the ordinances of the City of Boise City.

7.7 Attorney’s Fees: Should any litigation be commenced between the parties to this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys’ fees as determined by a court of competent jurisdiction. This provision shall be deemed a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

7.8 Independent Permittee: Licensee is and shall at all times be considered as an independent permittee and is in no way an employee of the City of Boise City.

7.8.1 The parties intend that this Agreement create only an independent licensing relationship. Licensee shall complete the services agreed upon with Licensor according to its own means and methods, which shall be in the exclusive control of Licensee and which shall not be subject to the control or supervision of Licensor other than as specified in this Licensing Agreement. The parties agree that this Agreement does not entitle Licensee or its employees or agents (if any) to workers’ compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of Licensee and/or its employees or agents.

7.8.2 Licensee is not required to perform its services exclusively for the Licensor. Licensee, its employees or agents shall be responsible for any business registrations or licenses required by any governmental entity. Licensor shall not control, directly or indirectly, the number of hours Licensee, its employees, or agents shall perform services under this Agreement. Licensor shall not combine business operations with Licensee.

7.8.3 Neither Licensee nor its employees or agents are to be considered agents or employees of Licensor for any purpose, including that of federal and state taxation, and neither Licensee nor its employees or agents are entitled to any of the benefits that the City may provide to its employees. It is understood and agreed that Licensor does not require Licensee to provide services exclusively to Licensor and that Licensor is free to contract to provide services to other entities during the term of this Agreement.

7.9 Entire Agreement: This instrument embodies the whole agreement of the parties and supersedes any and all other agreements or understandings. No failure of Licensor to exercise any power given it hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor’s right to demand strict compliance with the terms hereof.

7.10 Severability: If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

[End of Agreement; signatures appear on the following page.]
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective as of the dates set forth below.

CITY OF Boise City:
Licensor

By: __________________________________________ DATED: ________________________________
   Doug Holloway
   Director
   Department of Parks and Recreation

STATE OF IDAHO )
   ) ss.
County of Ada )

SUBSCRIBED AND SWORN TO before me this _______ day of ____________________________
   (month/year)

________________________________________
Notary Public for Idaho
Commission Expires____________________

Northwest Ada Little League, Inc.
Licensee

By: ______________________________ DATED: ________________________________
   Michael Chilton
   President

STATE OF IDAHO )
   ) ss.
County of Ada )

SUBSCRIBED AND SWORN TO before me this _______ day of ____________________________
   (month/year)

________________________________________
Notary Public for Idaho
Commission Expires____________________
Group Sports Reservation and License Agreement

South Boise Little League, Inc.

Exhibit A.4.
GROUP SPORTS RESERVATION AND LICENSING AGREEMENT

City of Boise Parks and Recreation

This GROUP SPORTS RESERVATION AND LICENSING AGREEMENT (“Agreement”) is made and entered into effective upon the mutual acceptance of this Agreement (“Effective Date”) by and between the City of Boise, an Idaho municipal corporation, by and through its Department of Parks and Recreation (“Licensor”) and South Boise Little League, Inc., an Idaho non-profit corporation (“Licensee”).

BACKGROUND

1) Licensor owns and operates a Facility containing baseball, softball and/or soccer fields known as the Liberty Park, addressed as 520 North Liberty Street, Boise, Idaho (“the Facility”); and

2) Licensee is a non-profit corporation that organizes group recreational athletic programs; and

3) Licensor and Licensee desire to enter into an agreement for the orderly use and maintenance for the Facility during a regularly scheduled season of organized athletic programs; and

4) Licensor and Licensee acknowledge that the proper maintenance of playing surfaces and adjacent areas is essential for the safe and enjoyable use by group recreational athletic programs.

NOW THEREFORE, in consideration of the mutual promises herein contained, Licensor and Licensee hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

LICENSE

Licensee shall be entitled to use and enjoy the Facility defined in Section 2.1 for the purpose of Licensee-sponsored group recreational activities, including organized practice sessions and competitions, as stated in the reservation schedule, submitted yearly by Licensee and attached hereto as Exhibit A. Licensee’s entitlement to use and enjoyment of the Facility is subject the requirements as incorporated within this license and conditioned on the attachment of a current, valid, and accurate Exhibit A.

I. MAINTENANCE OBLIGATIONS OF LICENSOR AND LICENSEE

1.1 For the season of scheduled play, attached hereto as Exhibit A, Licensor shall provide the following services with respect to the baseball and softball facilities:

1.1.1 Once per week Licensor shall mow the outfield areas, lawns and other grassy areas. Mowing shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise mowing shall occur at a time of Licensor’s discretion.

1.1.2 Licensor shall provide and apply fertilizer or such similar product to the outfield areas, lawns and/or grassy areas. Application shall occur at a time of Licensor’s discretion which Licensor anticipates will occur during the autumn yearly.

1.1.3 Licensor shall irrigate the outfield areas, lawns and other grassy areas. Irrigation shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise irrigation shall occur at a time of Licensor’s discretion.

1.1.4 Licensor shall over seed the outfield and/or other grassy areas within the field of play in order to maintain the quality of playable surfaces. Seed application shall occur at a time of Licensor’s discretion, which is anticipated to occur during the autumn and the spring.

1.1.5 Licensor shall aerate the outfield areas, lawns and other grassy areas within the field of play in order to maintain the quality of playable surfaces. Aeration shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise aeration shall occur at a time of Licensor’s
discretion.

1.1.6 Licensor shall apply topdressing on aerated areas of the outfield, lawns and other grassy areas within the field of play in order to maintain the quality of playable surfaces. Topdressing shall be applied at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise application shall occur at a time of Licensor’s discretion.

1.1.7 Licensor shall clean and maintain permanent restroom facilities. Cleaning shall occur once daily for each day of the week when restroom facilities are open and in use. Licensor shall not be responsible for maintenance and cleaning of any portable restroom Facility. Maintenance and cleaning shall occur at a time of Licensor’s discretion.

1.2 For the season of scheduled play, attached hereto as Exhibit A, Licensee shall provide the following services for the baseball and softball facilities:

1.2.1 Licensee shall be responsible and pay for when due and owning all electricity required to illuminate the field of play during Licensee’s use of the Facilities and for any other utility costs attributable primarily to Licensee’s use of the Facilities.

1.2.2 Licensee shall provide portable restrooms as Licensor may require, which shall remain open and available for use by the public at all times. Licensee shall ensure that at least one of the portable restrooms shall comply with the Americans with Disabilities Act and associated regulations and guidelines. Licensee shall maintain and clean all portable restrooms it provides. Cleaning shall occur once each day that the portable restroom is located at the Facility. Maintenance and cleaning shall occur at a time of Licensee’s discretion.

1.2.3 Licensee shall provide and pay for solid waste services for the Facility. Licensor may require Licensee to provide additional solid waste containers and service if in Licensor’s judgment Licensee has not provided adequate services and/or containers.

1.2.4 Licensee shall provide storage facilities for any and all equipment, tools and/or supplies Licensee will use in association with maintenance or recreational activities associated with the Facility.

1.2.5 Licensee shall provide field maintenance in order to maintain the quality of playable surfaces and allow for play on such surfaces except as specified in Section A (above) detailing the obligations of Licensor. Licensee shall ensure that required lines and markings required for play are present and maintained during times of play. Licensee shall ensure that the infield surfaces and mound shall be dragged, groomed, in-filled, and/or maintained as may be required for proper and safe play at the Facility.

1.2.6 Licensee shall be responsible for and provide for the cleaning of all hard surfaces adjacent to or contained within the fields of play.

1.2.7 At its cost Licensee shall provide all equipment and supplies required to carry out Licensee’s maintenance and cleaning obligations including but not limited to drags, chalkers, hand tools, hoses and any mechanized equipment.

1.2.8 Upon commencement of the season of regular play, Licensee shall maintain all equipment associated with the field of play including but not limited to, infield bases, home plate, pitcher’s rubber, and portable backstops.

1.3 For the season of scheduled play, attached hereto as Exhibit A, Licensor and Licensee shall provide jointly the following services with respect to the baseball and softball facilities:

1.3.1 Licensor and Licensee shall cooperate to jointly remove all litter, trash or other debris and dispose and/or recycle that material.
1.3.2 Licensor and Licensee shall maintain, repair and replace outfield and side fencing.

1.3.3 Licensor and Licensee shall maintain all backstops, benches and bleachers.

1.3.4 Every two weeks during the regular season of play, Licensor and Licensee shall ensure that the field perimeter, outfield and/or other grassy areas within the field of play and around fencing shall be trimmed in order to maintain the quality of playable surfaces. Trimming shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility.

1.4 Changes to Facility: Any modification, alteration, addition or construction of any nature to the Facility infrastructure shall require Licensor’s prior written review and approval of such modification, alteration or construction. Licensee shall pay the cost of any increase in the cost of utilities that results from any modification, alteration, addition or construction approved by Licensor.

1.5 In the course of performing its maintenance responsibilities pursuant to this Agreement, Licensee shall not use or allow the use of heavy equipment, including but not limited to automobiles, pickups, backhoes, forklifts and any other equipment likely to damage the Facility’s turf, playing surfaces or above- or in-ground irrigation systems without the prior consent of Licensor, which consent Licensee may seek via electronic mail or telephone.

II. DEFINITIONS

2.1 Defined Terms: The following terms shall have the meanings stated below:

“Facility” and “Recreational Facility” shall mean the two (2) baseball diamonds located at the Neighborhood Park known as the Liberty Park, addressed as 520 North Liberty Street, Boise, Idaho, 83704.

III. TERM OF LICENSING AGREEMENT

3.1 Term: This Licensing Agreement shall become effective March 1, 2020 and shall continue until December 31, 2020 or until termination or default as provided by this Agreement.

3.2 Termination:

3.2.1 Either party may terminate this Agreement without cause and without regard to payment periods by providing the other party sixty (60) days written notice.

3.2.2 Total destruction: Should the Facility or an essential part of the area used by Licensee for business operations be totally destroyed by fire, flood, or other casualty, this Agreement shall terminate.

3.2.3 Partial destruction: In the case of partial destruction of the area used by Licensee for business operations, either party may terminate this Agreement within ten (10) days following such partial destruction, with notice to be given to the other party not less than ten (10) days prior to the chosen date of termination.

3.2.4 If Licensee makes an assignment for the benefit of creditors, or is placed in receivership or adjudicated bankrupt, or takes advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to Licensee specifying the date of termination, such notice to be given not less than ten (10) days prior to the chosen date of termination.

IV. PREMISES

4.1 Licensed Premises: The Licensee’s access to the Facility shall be only during the Facility’s regular operating hours and pursuant to the scheduled reservation attached as Exhibit A.
4.2 Lawful Business Use: During the term of this Agreement, Licensee shall use the Facility exclusively for the uses described herein and in any attached exhibits. The Licensee shall not use or permit use of the Facility or any part thereof for any immoral or illegal purposes and shall not allow, suffer, or permit use of the Facility for any purpose, business, activity, use, function, or object to which Licensor objects in writing. The Licensee shall, at all times during the terms of this Agreement, be subject to the lawful exercise of the police power of Boise City.

V. GENERAL DUTIES OF LICENSEE

5.1 Duties: In exchange for the privilege of obtaining this non-exclusive, revocable License, Licensee agrees to:

5.1.1 Provide all services and business operations in a safe and law-abiding manner.

5.1.2 Follow all rules and regulations of the Facility and the laws of the City of Boise City.

5.1.3 Provide daily and continuous cleanup of all debris in the area used, occupied, and immediately adjacent to Licensee’s business that Licensee’s employees, servants, agents, business invitees, patrons, and guests cause or create.

5.1.4 Maintain all Licensee’s vehicles on roadways or parking lots within the boundaries of the Facility. Licensee shall hand-carry all equipment and supplies from the vehicle to location of business operations.

5.1.5 Pay for all damages to the Facility caused directly or proximately by Licensee’s business equipment, employees, servants, agents, business invitees, patrons, and guests and not a result of normal wear and tear that would have occurred had Licensee’s business not operated at the Facility.

5.1.6 At the termination of this Agreement, either by natural expiration or default as herein provided, return the areas of use in the Facility to their original condition normal wear and tear excepted.

5.2 Product Sales: Lessee shall offer for sale on the Premises only the same branded soft drink as Lessor and with which Lessor may from time to time enter into a sponsorship agreement; Lessee will be required to purchase directly from vendor with sponsorship agreement, and will offer no other beverage products which could be reasonably understood to compete with Lessor’s sponsored product. Costs of all products and services offered by Lessee under the terms of this Agreement shall be subject to review and authorization by Lessor.

5.3 No Assignment: Licensee shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Licensor.

5.4 Limitations: This Agreement shall apply to and be binding on Licensee only to the extent Licensee’s business operates within the confines of the Facility and as Licensor may approve.

5.5 Default and Cancellation: If Licensee is in default of any of the terms and conditions of this Agreement or violates any laws of the United States, the state of Idaho, or applicable City of Boise ordinances, rules or regulations and thereafter fails or refuses to perform or correct the conditions constituting a breach or default, or by the very nature of the default cannot thereafter perform or correct the conditions constituting a breach or default, after five (5) days written notice this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of Licensee hereunder shall be terminated.

5.6 Code of Conduct: In order to ensure a professional and respectful relationship with the general public, the City of Boise requires its licensees to behave in a civil and courteous manner at all times. While it is impossible to list every type of conduct that is unacceptable, the following are examples of behavior that may, at the sole discretion of Licensor, result in the revocation of this Licensing Agreement:

5.6.1 Harm or threat of harm to any City employee, member of the public, City government, or City property, regardless of location.
5.6.2 Physical violence against persons or property.

5.6.3 Sabotage of City property or processes.

5.6.4 Theft or unauthorized removal or possession of the City’s property or another person’s property from City premises.

5.6.5 Speech or conduct with the public that violates commonly accepted standards and that, under present circumstances, has no redeeming social value, including the use of profane, indecent, or abusive language.

5.6.6 Speech or conduct deemed rude, disrespectful, aggressive, intimidating, harassing or otherwise inappropriate when conducting licensee’s business.

5.6.7 Making malicious, vindictive, false, and/or harmful statements about others or engaging in verbal abuse, altercations or outbursts.

5.6.8 Any conduct that obstructs, disrupts, or interferes with City business, service, work environment or administrative functions, including City sponsored events.

5.6.9 Untruthfulness related to use of the license which could hinder or jeopardize the City's interests.

5.6.10 Use, possession, distribution, or sale of illegal drugs, paraphernalia, or controlled substances not prescribed to the user by a physician, on City property or at City sponsored events, including the use of alcohol, drugs, or controlled substances while working in accordance with the license.

5.7 Criminal History: Licensee shall not employ to work under the terms of this Licensing Agreement any employee, servant, or agent who is unsuitable to interact with children. “Unsuitable to interact with children” shall mean having been convicted of a crime listed in Idaho Code § 18-8304 (or similar statute from any other state or territory) or required to register under Idaho’s Sexual Offender Registration Notification and Community Right-to-Know Act, Idaho Code § 18-8301 et seq. (or similar statute from any other state or territory).

5.7.1 Licensee, at its own expense, shall conduct appropriate and applicable background and reference checks on each of its employees, servants, and/or agents to ascertain that there is no history of behavior that would make Licensee or its employees, servants, or agents unsuitable to interact with children.

5.7.2 Licensee shall certify to Licensor that each of Licensee’s employees, servants, and/or agents is fit to interact with children and will so certify this information prior to allowing the employee, servant, or agent to perform any on-site services. Failure to certify shall be grounds for immediate revocation of this licensing agreement.

VI. INDEMNIFICATION AND INSURANCE

6.1 Indemnification: To the fullest extent permitted by law, Licensee shall indemnify and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, arising from all acts or omissions to act of Licensee or its servants, officers, agents employees, guests, and business invitees in rendering services under this contract or otherwise caused or incurred by Licensee, its servants, officers, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Licensor or its employees. The limits of insurance will not be deemed a limitation of the covenants to indemnify and save and hold harmless the Licensor, its elected officials, officers, employees, agents, and volunteers. If the Licensor becomes liable for an amount in excess of the Licensee’s insurance limits, Licensee covenants and agrees to indemnify and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for any

and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and

GROUP SPORTS RESERVATION AND LICENSING AGREEMENT – CITY OF BOISE/SOUTH BOISE LITTLE LEAGUE, INC. - 5
expenses, including reasonable attorney fees, to the extent permitted by law.

6.2 Insurance: The Licensee shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies possessing a financial strength rating of at least A- and a financial size category of VII or higher from A.M. Best or an equivalent rating service. The Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer. All of Licensee’s policies shall be primary and Licensee agrees that any insurance maintained by the Licensor shall be non-contributing with respect to the Licensee’s insurance. Licensee shall advise the Licensor of any cancellation, non-renewal, or material change in any policy within five business days of notification of such action.

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**Licensor:**
City of Boise
Department of Parks and Recreation
Attn: Karen Bledsoe
1104 Royal Blvd
Boise, Idaho 83706

**Licensee:**
South Boise Little League, Inc.
Attn: Ken Cameron
PO BOX 190046
Boise, Idaho 83719

Licensee shall update Licensor whenever there are changes to the corporation address, corporate status, or the identity of the Registered Agent.

For purposes of legal notices, Licensee’s Registered Agent is:

Ken Cameron
6921 W Hummel Dr
Boise, Idaho 83709

7.2 Non-Discrimination: Licensee, by using this License herein granted, 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, physical handicap or sexual orientation and/or gender identity/expression. Non-compliance with such assurances shall constitute a natural breach of this License Agreement, and in the event of non-compliance, Licensor may take appropriate action to enforce compliance and may terminate this Agreement or seek judicial enforcement thereof.

7.3 Compliance with Laws: In performing the scope of services required hereunder, Licensee shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments including, but not limited to, required licensing for drivers of commercial vehicles in the State of Idaho, workers’ compensation insurance, and all sales and use tax legislation. Specifically, Licensee shall comply with all state or Central District Health Department statutes, rules and regulations governing the regulation of food establishments in the operation of any concessions or food service operations in which Licensee may engage. The Licensor reserves the right to request proof of compliance with any applicable statute, ordinance or regulation for which Licensee is statutorily required to comply.
7.4 Interpretation: The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

7.5 Modification: There shall be no modification of this Agreement, except in writing, executed with the same formalities as was this License Agreement.

7.6 Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho and the ordinances of the City of Boise City.

7.7 Attorney’s Fees: Should any litigation be commenced between the parties to this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys’ fees as determined by a court of competent jurisdiction. This provision shall be deemed a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

7.8 Independent Permitee: Licensee is and shall at all times be considered as an independent permittee and is in no way an employee of the City of Boise City.

7.8.1 The parties intend that this Agreement create only an independent licensing relationship. Licensee shall complete the services agreed upon with Licensor according to its own means and methods, which shall be in the exclusive control of Licensee and which shall not be subject to the control or supervision of Licensor other than as specified in this Licensing Agreement. The parties agree that this Agreement does not entitle Licensee or its employees or agents (if any) to workers’ compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of Licensee and/or its employees or agents.

7.8.2 Licensee is not required to perform its services exclusively for the Licensor. Licensee, its employees or agents shall be responsible for any business registrations or licenses required by any governmental entity. Licensor shall not control, directly or indirectly, the number of hours Licensee, its employees, or agents shall perform services under this Agreement. Licensor shall not combine business operations with Licensee.

7.8.3 Neither Licensee nor its employees or agents are to be considered agents or employees of Licensor for any purpose, including that of federal and state taxation, and neither Licensee nor its employees or agents are entitled to any of the benefits that the City may provide to its employees. It is understood and agreed that Licensor does not require Licensee to provide services exclusively to Licensor and that Licensor is free to contract to provide services to other entities during the term of this Agreement.

7.9 Entire Agreement: This instrument embodies the whole agreement of the parties and supersedes any and all other agreements or understandings. No failure of Licensor to exercise any power given it hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor’s right to demand strict compliance with the terms hereof.

7.10 Severability: If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

[End of Agreement; signatures appear on the following page.]
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective as of the dates set forth below.

CITY OF Boise City:
Licensor

By: _______________________________ 
    Doug Holloway 
    Director 
    Department of Parks and Recreation 

DATED: _______________________________ 

STATE OF IDAHO )
    ) ss. 
County of Ada )

SUBSCRIBED AND SWORN TO before me this _______ day of __________________ 
    ) (month/year)

Notary Public for Idaho 
Commission Expires____________________ 

South Boise Little League, Inc.
Licensee

By: _______________________________ 
    Ken Cameron 
    President 

DATED: _______________________________ 

STATE OF IDAHO )
    ) ss. 
County of Ada )

SUBSCRIBED AND SWORN TO before me this _______ day of __________________ 
    ) (month/year)

Notary Public for Idaho 
Commission Expires____________________ 

GROUP SPORTS RESERVATION AND LICENSING AGREEMENT – CITY OF BOISE/SOUTH BOISE LITTLE LEAGUE, INC. - 8
Group Sports Reservation and License Agreement

West Boise Little League, Inc.

Exhibit A.5.
GROUP SPORTS RESERVATION AND LICENSING AGREEMENT
City of Boise Parks and Recreation

This GROUP SPORTS RESERVATION AND LICENSING AGREEMENT (“Agreement”) is made and entered into effective upon the mutual acceptance of this Agreement (“Effective Date”) by and between the City of Boise City, an Idaho municipal corporation, by and through its Department of Parks and Recreation (“Licensor”) and West Boise Little League Incorporated, an Idaho non-profit corporation (“Licensee”).

BACKGROUND

1) Licensor owns and operates a Facility containing baseball, softball and/or soccer fields known as Milwaukee Park, addressed as 3950 West Milwaukee Street, Boise, Idaho (“the Facility”); and
2) Licensee is a non-profit corporation that organizes group recreational athletic programs; and
3) Licensor and Licensee desire to enter into an agreement for the orderly use and maintenance for the Facility during a regularly scheduled season of organized athletic programs; and
4) Licensor and Licensee acknowledge that the proper maintenance of playing surfaces and adjacent areas is essential for the safe and enjoyable use by group recreational athletic programs.

NOW THEREFORE, in consideration of the mutual promises herein contained, Licensor and Licensee hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

LICENSE

Licensee shall be entitled to use and enjoy the Facility defined in Section 2.1 for the purpose of Licensee-sponsored group recreational activities, including organized practice sessions and competitions, as stated in the reservation schedule, submitted yearly by Licensee and attached hereto as Exhibit A. Licensee’s entitlement to use and enjoyment of the Facility is subject the requirements as incorporated within this license and conditioned on the attachment of a current, valid, and accurate Exhibit A.

I. MAINTENANCE OBLIGATIONS OF LICENSOR AND LICENSEE

1.1 For the season of scheduled play, attached hereto as Exhibit A, Licensor shall provide the following services with respect to the baseball and softball facilities:

1.1.1 Once per week Licensor shall mow the outfield areas, lawns and other grassy areas. Mowing shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise mowing shall occur at a time of Licensor’s discretion.

1.1.2 Licensor shall provide and apply fertilizer or such similar product to the outfield areas, lawns and/or grassy areas. Application shall occur at a time of Licensor’s discretion which Licensor anticipates will occur during the autumn yearly.

1.1.3 Licensor shall irrigate the outfield areas, lawns and other grassy areas. Irrigation shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise irrigation shall occur at a time of Licensor’s discretion.

1.1.4 Licensor shall over seed the outfield and/or other grassy areas within the field of play in order to maintain the quality of playable surfaces. Seed application shall occur at a time of Licensor’s discretion, which is anticipated to occur during the autumn and the spring.

1.1.5 Licensor shall aerate the outfield areas, lawns and other grassy areas within the field of play...
in order to maintain the quality of playable surfaces. Aeration shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise aeration shall occur at a time of Licensor’s discretion.

1.1.6 Licensor shall apply topdressing on aerated areas of the outfield, lawns and other grassy areas within the field of play in order to maintain the quality of playable surfaces. Topdressing shall be applied at such times as to not interfere with Licensee’s scheduled use of the Facility. Otherwise application shall occur at a time of Licensor’s discretion.

1.1.7 Licensor shall clean and maintain permanent restroom facilities. Cleaning shall occur once daily for each day of the week when restroom facilities are open and in use. Licensor shall not be responsible for maintenance and cleaning of any portable restroom Facility. Maintenance and cleaning shall occur at a time of Licensor’s discretion.

1.2 For the season of scheduled play, attached hereto as Exhibit A, Licensee shall provide the following services for the baseball and softball facilities:

1.2.1 Licensee shall be responsible and pay for when due and owning all electricity required to illuminate the field of play during Licensee’s use of the Facilities and for any other utility costs attributable primarily to Licensee’s use of the Facilities.

1.2.2 Licensee shall provide portable restrooms as Licensor may require, which shall remain open and available for use by the public at all times. Licensee shall ensure that at least one of the portable restrooms shall comply with the Americans with Disabilities Act and associated regulations and guidelines. Licensee shall maintain and clean all portable restrooms it provides. Cleaning shall occur once each day that the portable restroom is located at the Facility. Maintenance and cleaning shall occur at a time of Licensee’s discretion.

1.2.3 Licensee shall provide and pay for solid waste services for the Facility. Licensor may require Licensee to provide additional solid waste containers and service if in Licensor’s judgment Licensee has not provided adequate services and/or containers.

1.2.4 Licensee shall provide storage facilities for any and all equipment, tools and/or supplies Licensee will use in association with maintenance or recreational activities associated with the Facility.

1.2.5 Licensee shall provide field maintenance in order to maintain the quality of playable surfaces and allow for play on such surfaces except as specified in Section A (above) detailing the obligations of Licensor. Licensee shall ensure that required lines and markings required for play are present and maintained during times of play. Licensee shall ensure that the infield surfaces and mound shall be dragged, groomed, in-filled, and/or maintained as may be required for proper and safe play at the Facility.

1.2.6 Licensee shall be responsible for and provide for the cleaning of all hard surfaces adjacent to or contained within the fields of play.

1.2.7 At its cost Licensee shall provide all equipment and supplies required to carry out Licensee’s maintenance and cleaning obligations including but not limited to drags, chalkers, hand tools, hoses and any mechanized equipment.

1.2.8 Upon commencement of the season of regular play, Licensee shall maintain all equipment associated with the field of play including but not limited to, infield bases, home plate, pitcher’s rubber, and portable backstops.

1.3 For the season of scheduled play, attached hereto as Exhibit A, Licensor and Licensee shall provide jointly the following services with respect to the baseball and softball facilities:

1.3.1 Licensor and Licensee shall cooperate to jointly remove all litter, trash or other debris and
dispose and/or recycle that material.

1.3.2 Licensor and Licensee shall maintain, repair and replace outfield and side fencing.

1.3.3 Licensor and Licensee shall maintain all backstops, benches and bleachers.

1.3.4 Every two weeks during the regular season of play, Licensor and Licensee shall ensure that the field perimeter, outfield and/or other grassy areas within the field of play and around fencing shall be trimmed in order to maintain the quality of playable surfaces. Trimming shall occur at such times as to not interfere with Licensee’s scheduled use of the Facility.

1.4 Changes to Facility: Any modification, alteration, addition or construction of any nature to the Facility infrastructure shall require Licensor’s prior written review and approval of such modification, alteration or construction. Licensee shall pay the cost of any increase in the cost of utilities that result from any modification, alteration, addition or construction approved by Licensor.

1.5 In the course of performing its maintenance responsibilities pursuant to this Agreement, Licensee shall not use or allow the use of heavy equipment, including but not limited to automobiles, pickups, backhoes, forklifts and any other equipment likely to damage the Facility’s turf, playing surfaces or above- or in-ground irrigation systems without the prior consent of Licensor, which consent Licensee may seek via electronic mail or telephone.

II. DEFINITIONS

2.1 Defined Terms: The following terms shall have the meanings stated below:

“Facility” and “Recreational Facility” shall mean the five (5) baseball fields located at the Special Use Park known as Milwaukee Park, addressed as 3950 North Milwaukee Street, Boise, Idaho, 83704.

III. TERM OF LICENSING AGREEMENT

3.1 Term: This Licensing Agreement shall become effective March 1, 2020 and shall continue until December 31, 2020 or until termination or default as provided by this Agreement.

3.2 Termination:

3.2.1 Either party may terminate this Agreement without cause and without regard to payment periods by providing the other party sixty (60) days written notice.

3.2.2 Total destruction: Should the Facility or an essential part of the area used by Licensee for business operations be totally destroyed by fire, flood, or other casualty, this Agreement shall terminate.

3.2.3 Partial destruction: In the case of partial destruction of the area used by Licensee for business operations, either party may terminate this Agreement within ten (10) days following such partial destruction, with notice to be given to the other party not less than ten (10) days prior to the chosen date of termination.

3.2.4 If Licensee makes an assignment for the benefit of creditors, or is placed in receivership or adjudicated bankrupt, or takes advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to Licensee specifying the date of termination, such notice to be given not less than ten (10) days prior to the chosen date of termination.

IV. PREMISES

4.1 Licensed Premises: The Licensee’s access to the Facility shall be only during the Facility’s regular operating hours and pursuant to the scheduled reservation attached as Exhibit A.
4.2 Lawful Business Use: During the term of this Agreement, Licensee shall use the Facility exclusively for the uses described herein and in any attached exhibits. The Licensee shall not use or permit use of the Facility or any part thereof for any immoral or illegal purposes and shall not allow, suffer, or permit use of the Facility for any purpose, business, activity, use, function, or object to which Licensor objects in writing. The Licensee shall, at all times during the terms of this Agreement, be subject to the lawful exercise of the police power of Boise City.

V. GENERAL DUTIES OF LICENSEE

5.1 Duties: In exchange for the privilege of obtaining this non-exclusive, revocable License, Licensee agrees to:

5.1.1 Provide all services and business operations in a safe and law-abiding manner.

5.1.2 Follow all rules and regulations of the Facility and the laws of the City of Boise City.

5.1.3 Provide daily and continuous clean up of all debris in the area used, occupied, and immediately adjacent to Licensee’s business that Licensee’s employees, servants, agents, business invitees, patrons, and guests cause or create.

5.1.4 Maintain all Licensee’s vehicles on roadways or parking lots within the boundaries of the Facility. Licensee shall hand-carry all equipment and supplies from the vehicle to location of business operations.

5.1.5 Pay for all damages to the Facility caused directly or proximately by Licensee’s business equipment, employees, servants, agents, business invitees, patrons, and guests and not a result of normal wear and tear that would have occurred had Licensee’s business not operated at the Facility.

5.1.6 At the termination of this Agreement, either by natural expiration or default as herein provided, return the areas of use in the Facility to their original condition normal wear and tear excepted.

5.2 Product Sales: Lessee shall offer for sale on the Premises only the same branded soft drink as Lessor and with which Lessor may from time to time enter into a sponsorship agreement; Lessee will be required to purchase directly from vendor with sponsorship agreement, and will offer no other beverage products which could be reasonably understood to compete with Lessor’s sponsored product. Costs of all products and services offered by Lessee under the terms of this Agreement shall be subject to review and authorization by Lessor.

5.3 No Assignment: Licensee shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Licensor.

5.4 Limitations: This Agreement shall apply to and be binding on Licensee only to the extent Licensee’s business operates within the confines of the Facility and as Licensor may approve.

5.5 Default and Cancellation: If Licensee is in default of any of the terms and conditions of this Agreement or violates any laws of the United States, the state of Idaho, or applicable City of Boise ordinances, rules or regulations and thereafter fails or refuses to perform or correct the conditions constituting a breach or default, or by the very nature of the default cannot thereafter perform or correct the conditions constituting a breach or default, after five (5) days written notice this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of Licensee hereunder shall be terminated.

5.6 Code of Conduct: In order to ensure a professional and respectful relationship with the general public, the City of Boise requires its licensees to behave in a civil and courteous manner at all times. While it is impossible to list every type of conduct that is unacceptable, the following are examples of behavior that may, at the sole discretion of Licensor, result in the revocation of this Licensing Agreement:

5.6.1 Harm or threat of harm to any City employee, member of the public, City government, or City property, regardless of location.
5.6.2 Physical violence against persons or property.
5.6.3 Sabotage of City property or processes.
5.6.4 Theft or unauthorized removal or possession of the City’s property or another person’s property from City premises.
5.6.5 Speech or conduct with the public that violates commonly accepted standards and that, under present circumstances, has no redeeming social value, including the use of profane, indecent, or abusive language.
5.6.6 Speech or conduct deemed rude, disrespectful, aggressive, intimidating, harassing or otherwise inappropriate when conducting licensee’s business.
5.6.7 Making malicious, vindictive, false, and/or harmful statements about others or engaging in verbal abuse, altercations or outbursts.
5.6.8 Any conduct that obstructs, disrupts, or interferes with City business, service, work environment or administrative functions, including City sponsored events.
5.6.9 Untruthfulness related to use of the license which could hinder or jeopardize the City's interests.
5.6.10 Use, possession, distribution, or sale of illegal drugs, paraphernalia, or controlled substances not prescribed to the user by a physician, on City property or at City sponsored events, including the use of alcohol, drugs, or controlled substances while working in accordance with the license.

5.7 Criminal History: Licensee shall not employ to work under the terms of this Licensing Agreement any employee, servant, or agent who is unsuitable to interact with children. “Unsuitable to interact with children” shall mean having been convicted of a crime listed in Idaho Code § 18-8304 (or similar statute from any other state or territory) or required to register under Idaho’s Sexual Offender Registration Notification and Community Right-to-Know Act, Idaho Code § 18-8301 et seq. (or similar statute from any other state or territory).

5.7.1 Licensee, at its own expense, shall conduct appropriate and applicable background and reference checks on each of its employees, servants, and/or agents to ascertain that there is no history of behavior that would make Licensee or its employees, servants, or agents unsuitable to interact with children.

5.7.2 Licensee shall certify to Licensor that each of Licensee’s employees, servants, and/or agents is fit to interact with children and will so certify this information prior to allowing the employee, servant, or agent to perform any on-site services. Failure to certify shall be grounds for immediate revocation of this licensing agreement.

VI. INDEMNIFICATION AND INSURANCE

6.1 Indemnification: To the fullest extent permitted by law, Licensee shall indemnify and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses, including reasonable attorney fees, arising from all acts or omissions to act of Licensee or its servants, officers, agents employees, guests, and business invitees in rendering services under this contract or otherwise caused or incurred by Licensee, its servants, officers, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Licensor or its employees. The limits of insurance will not be deemed a limitation of the covenants to indemnify and save and hold harmless the Licensor, its elected officials, officers, employees, agents, and volunteers. If the Licensor becomes liable for an amount in excess of the Licensee’s insurance limits, Licensee covenants and agrees to indemnify and save and hold harmless Licensor, its elected officials, officers, employees, agents, and volunteers, from and for any and all liability, losses, claims, actions, judgments for damages, or injury to persons or property and losses and
expenses, including reasonable attorney fees, to the extent permitted by law.

6.2 Insurance: The Licensee shall procure and maintain at its expense during the contract period the following insurance coverage from an insurance company or companies possessing a financial strength rating of at least A- and a financial size category of VII or higher from A.M. Best or an equivalent rating service. The Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer. All of Licensee’s policies shall be primary and Licensee agrees that any insurance maintained by the Licensor shall be non-contributing with respect to the Licensee’s insurance. Licensee shall advise the Licensor of any cancellation, non-renewal, or material change in any policy within five business days of notification of such action.

6.3 Workers Compensation and Employers Liability: Regardless of the number of employees Licensee may have, Licensee shall have and maintain throughout the term of this Agreement and any extensions thereof, statutory Workers Compensation insurance in the statutory limits as required by law and Employers Liability insurance coverage with a limit of no less than $500,000.00 for bodily injury by accident or disease. In the event Licensee sublets any responsibilities under this Agreement, the Licensee shall require the sub-licensee to provide Workers Compensation insurance coverage for itself and any/all the sub-licensee’s employees performing responsibilities under this Agreement. Licensee shall provide proof of insurance to the Licensor prior to the exercise of its rights and responsibilities under this Agreement.

VII. GENERAL PROVISIONS

7.1 Notices: The parties’ addresses for all notices set forth in this Agreement are:

<table>
<thead>
<tr>
<th>Licensor:</th>
<th>Licensee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Boise</td>
<td>West Boise Little League Incorporated</td>
</tr>
<tr>
<td>Department of Parks and Recreation</td>
<td>Chad Stuart</td>
</tr>
<tr>
<td>Attn: Karen Bledsoe</td>
<td>PO Box 44772</td>
</tr>
<tr>
<td>1104 Royal Blvd</td>
<td>Boise, Idaho 83711</td>
</tr>
<tr>
<td>Boise, Idaho 83706</td>
<td></td>
</tr>
</tbody>
</table>

Licensee shall update Licensor whenever there are changes to the corporation address, corporate status, or the identity of the Registered Agent.

For purposes of legal notices, Licensee’s Registered Agent is:

Chad Stuart
2801 Camden Pl
Boise, Idaho 83704

7.2 Non-Discrimination: Licensee, by using this License herein granted, 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, physical handicap or sexual orientation and/or gender identity/expression. Non-compliance with such assurances shall constitute a natural breach of this License Agreement, and in the event of non-compliance, Licensor may take appropriate action to enforce compliance and may terminate this Agreement or seek judicial enforcement thereof.

7.3 Compliance with Laws: In performing the scope of services required hereunder, Licensee shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments including, but not limited to, required licensing for drivers of commercial vehicles in the State of Idaho, workers’ compensation insurance, and all sales and use tax legislation. Specifically, Licensee shall comply with all state or Central District Health Department statutes, rules and regulations governing the regulation of food establishments in the operation of any concessions or food service operations in which Licensee may engage. The Licensor reserves the right to request proof of compliance with any
applicable statute, ordinance or regulation for which Licensee is statutorily required to comply.

7.4 Interpretation: The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

7.5 Modification: There shall be no modification of this Agreement, except in writing, executed with the same formalities as was this License Agreement.

7.6 Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho and the ordinances of the City of Boise City.

7.7 Attorney’s Fees: Should any litigation be commenced between the parties to this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys’ fees as determined by a court of competent jurisdiction. This provision shall be deemed a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

7.8 Independent Permittee: Licensee is and shall at all times be considered as an independent permittee and is in no way an employee of the City of Boise City.

7.8.1 The parties intend that this Agreement create only an independent licensing relationship. Licensee shall complete the services agreed upon with Licensor according to its own means and methods, which shall be in the exclusive control of Licensee and which shall not be subject to the control or supervision of Licensor other than as specified in this Licensing Agreement. The parties agree that this Agreement does not entitle Licensee or its employees or agents (if any) to workers’ compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of Licensee and/or its employees or agents.

7.8.2 Licensee is not required to perform its services exclusively for the Licensor. Licensee, its employees or agents shall be responsible for any business registrations or licenses required by any governmental entity. Licensor shall not control, directly or indirectly, the number of hours Licensee, its employees, or agents shall perform services under this Agreement. Licensor shall not combine business operations with Licensee.

7.8.3 Neither Licensee nor its employees or agents are to be considered agents or employees of Licensor for any purpose, including that of federal and state taxation, and neither Licensee nor its employees or agents are entitled to any of the benefits that the City may provide to its employees. It is understood and agreed that Licensor does not require Licensee to provide services exclusively to Licensor and that Licensor is free to contract to provide services to other entities during the term of this Agreement.

7.9 Entire Agreement: This instrument embodies the whole agreement of the parties and supersedes any and all other agreements or understandings. No failure of Licensor to exercise any power given it hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor’s right to demand strict compliance with the terms hereof.

7.10 Severability: If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

[End of Agreement; signatures appear on the following page.]
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective as of the dates set forth below.

CITY OF Boise City:
Licensor

By: ________________________________  DATED: ________________________________
    Doug Holloway
    Director
    Department of Parks and Recreation

STATE OF IDAHO  )
    ) ss.
County of Ada  )

SUBSCRIBED AND SWORN TO before me this _______ day of ____________________
    (month/year)

Notary Public for Idaho
Commission Expires____________________

West Boise Little League, Inc.
Licensee

By: ________________________________  DATED: ________________________________
    Chad Stuart
    President

STATE OF IDAHO  )
    ) ss.
County of Ada  )

SUBSCRIBED AND SWORN TO before me this _______ day of ____________________
    (month/year)

Notary Public for Idaho
Commission Expires____________________
Request for Funding - Heritage Trust Projects

Willow Lane Athletic Complex

Exhibit B
BOISE PARKS & RECREATION
REQUEST FOR FUNDING
FOR MAJOR R&M AND HERITAGE TRUST PROJECTS

Name of Project and Account # (if applicable): Willow Lane Sports Complex, Softball

Date Funds are Needed: April 6, 2020

Reason for Fund Request/Transfer:
The Softball Player Fund fees, which generates around $70,000 per year, would like the approval of the Parks and Recreation Commission for renovations at Willow Lane Athletic Complex, which include: Concession area remodel in order to pass health inspection. For the remodel and health code concession project we are requesting $70,000. There is currently $246,000 available in the Softball Heritage Trust Fund. Thank you for the approval of these funds for this project.

Funding Source(s) and Amount(s) (include account #s if applicable): Softball Player Heritage Trust account

Total Amount $100,000

Does this require Boise Parks & Recreation Board Approval?: Yes X No

(Heritage Trust Projects over $50,000 in a fiscal year, will require Board approval)

Signature of Requester:

Date:

Accounting Approval:

Date:

Boise Parks & Recreation's Director Approval:

Date:

Boise Parks & Recreation Board Approval (when applicable):

Date:

ACCTG. MNL
3/00
License Agreement - Gem State Disc Golfers

Exhibit C
LICENCE AGREEMENT
Boise City Parks and Recreation

This LICENCE AGREEMENT ("Agreement") is made and entered into this _____ day of ________________, 2020, by and between the city of Boise City through its Department of Parks and Recreation, ("Boise City"), and the Gem State Disc Golfers ("GSDG"). Boise City and GSDG may be referred to jointly as "Parties" or each individually as "Party."

RECITALS:

Boise City is the owner and manager of Ann Morrison Park, a municipal park located within the City of Boise City; and

Boise City and GSDG have a License Agreement for the maintenance and use of the Disc Golf Course located within Ann Morrison Park, approved by the Boise City Council on May 12, 2015 by Resolution #RES-202-15 (Exhibit A); and

GSDG having a business address of 3281 S. Cadet Ave., Boise, ID 83705 is engaged in the development, promotion, and enhancement of the sport of disc golf and desires to provide Disc Golf League play at the Ann Morrison Park Disc Golf Course; and

In consideration of the mutual promises herein contained, and for the good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, Boise City and GSDG hereby mutually undertake, promise, and agree, each for itself, and its successors and assigns, as follows:

ARTICLE I – DEFINITIONS

1.1 Defined Terms. The following terms shall have the following designated meanings:

"Ann Morrison Park" and "the Park" shall mean the municipal park addressed as 1000 Americana Blvd., Boise, Idaho, 83706, and generally located east of Americana Boulevard, west of Capitol Boulevard, and south of the Boise River. The property is further depicted on Exhibit B, attached and incorporated herein, and hereinafter referred to as the "Premises."
"Course" shall mean the disc golf course originally established pursuant to a License Agreement approved by the Boise City Council August 21, 1997 by Resolution #14572, for the first nine holes, and subsequent License Agreement approved by the Boise City Council July 16, 2001 as Resolution #16691, for the second nine holes, and located on the south end of Ann Morrison Park, in an area generally identified and depicted on Exhibit B, attached hereto and incorporated herein by reference. The Course may be altered or removed at any time by Boise City as authorized by Resolutions #14572 and #16691 respectively. Prior to alteration or removal Boise City will notify GSDG of the change and provide an updated map of the Course. The updated map will supersede any prior description or depiction of the Course.

**ARTICLE II – TERM OF LICENSE**

2.1 **Term.** This Agreement shall be for a term beginning on March 1, 2020 and ending on September 30, 2020 or unless otherwise terminated as provided for by this Agreement.

2.2 **Termination.** Either party may terminate this Agreement without cause, for any reason or no reason, by providing the other party thirty (30) days written notice. In such event, GSDG shall remove all of GSDG’s property and vacate the licensed premises on or before the termination date. In the event of a holdover by GSDG beyond the thirty (30) day period, Boise City may, in addition to and without waiver of any other rights or remedies under law or equity, immediately re-enter and take possession of the licensed premises and any GSDG property found thereon with or without process of law.

2.3 **Earlier Termination.** This Agreement may terminate upon less than thirty (30) days’ notice under the following circumstances:

a. Total destruction: Should Ann Morrison Park or an essential part of the area used by GSDG be totally destroyed by fire, flood, or other casualty, this Agreement shall immediately terminate.

b. Partial destruction: In the case of partial destruction of the area used by GSDG, either party may terminate this Agreement within ten (10) days following such partial destruction, such notice to be given not less than ten (10) days prior to the date specified in such notice for the date of termination.
c. Assignment/Bankruptcy: If GSDG makes an assignment for the benefit of creditors, or is placed in receivership or is adjudicated bankrupt, or takes advantage of any bankruptcy or insolvency law, Boise City may terminate this Agreement by giving written notice to GSDG specifying the date of termination, such notice to be given not less than ten (10) days prior to the date specified in such notice for the date of termination.

d. If GSDG is in default on any of the terms and conditions of this Agreement, or if GSDG violates any law of the United States, statute of the state of Idaho, ordinance of Boise City, or any rule or regulation promulgated by the Boise City Department of Parks and Recreation and thereafter fails or refuses to perform or correct the conditions constituting a breach or default, then after ten (10) days written notice this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of GSDG hereunder shall be terminated. Retention or possession of the Premises thereafter by GSDG shall constitute a forcible detainer.

e. Boise City expressly reserves the right to terminate this Agreement without cause under any circumstances which involve the non-appropriation of funds by the governing body of Boise City.

ARTICLE III – LICENSE AND PREMISES

3.1 Grant of License. Boise City hereby grants to GSDG a non-exclusive, revocable license to coordinate Disc Golf Leagues in Ann Morrison Park at the location generally identified and depicted on Exhibit B, under the following conditions:

a. GSDG’s use is subject to the requirements as incorporated within this Agreement and conditioned on the agreed upon schedule between Boise City and GSDG as follows:

   i. From March 1, 2020 through September 30, 2020, GSDG shall be allowed to use the Course for two (2) days per week.

   ii. GSDG shall be permitted to use the Course on Tuesdays and Thursdays. Such use shall include both youth and adult leagues.

   iii. In the event GSDG has a scheduled weekend tournament on Saturdays or Sundays, GSDG shall be required to use its allowable two (2) days per week for those weekend days and shall forfeit its normally scheduled Tuesday and Thursday league days.
b. Only those leagues sponsored by GSDG will be scheduled without cost. Leagues not sponsored by GSDG will be subject to Boise City’s reservation fees.

c. GSDG shall follow all rules and regulations of Ann Morrison Park and provisions of the Boise City Code relating to parks as set forth in Boise City Code Section 13-03-01 et seq.

d. All activities shall be subject to Boise City’s indemnification and insurance requirements as set forth in Section V of this Agreement.

e. GSDG understands and agrees that vendors are not allowed on the premises. If GSDG wishes to have vendors during events, GSDG is required to acquire a short-term concession permit from Boise City. Number, type, and placement of all vendors are subject to Boise City approval.

f. GSDG understands and agrees that, when not scheduled for organized use, the Course shall remain open to the public at no cost.

g. GSDG shall not use or permit the use of the Course for any other purpose than for disc golf, without the express written consent of Boise City.

h. GSDG agrees and acknowledges that Boise City may at any time alter the Course, which could involve reconfiguration of the Course, removal of the Course or portions thereof, or any other medication of the Course in the sole discretion of Boise City. GSDG further agrees and acknowledges that activities under this Agreement shall only be performed upon the most current Course provided by Boise City.

i. In the event of heavy park use or user conflicts that GSDG is unable to resolve to Boise City’s satisfaction, Boise City may suspend GSDG’s operations to accommodate such use patterns.

3.2 Non-exclusive Revocable License. GSDG acknowledges that this is a non-exclusive, revocable License for operation of GSDG’s business on municipal park property. GSDG acknowledges that Boise City, when possible, will seek competitive proposals for services within all the parks owned and operated by Boise City. Boise City reserves the right to solicit other business proposals for the same or similar services and to award additional licenses that, at Boise City’s sole discretion, best meet the needs of citizens of, and visitors to, Boise City.

3.3 Limitations on Use. GSDG acknowledges this non-exclusive, revocable License does not guarantee GSDG’s participation in events and activities held within Ann Morrison Park that are sponsored by Boise City, the Department of
Parks and Recreation, and/or by a private individual or group. All arrangements for GSDG's potential participation at any such event or activity, including all fees required to be paid to event sponsors, are the sole responsibility of GSDG. The terms of this Agreement shall continue to apply during GSDG's participation at such events.

3.4 Lawful Business Use. During the term of this Agreement, GSDG shall only operate as described herein and in any attached exhibits. GSDG shall not allow the Course, that part of Ann Morrison Park on which the Course is located, or any part of the Park to be used for any immoral or illegal purposes. GSDG shall not allow, suffer, or permit or allow any person or entity to use the Park for any purpose, business, activity, use, function, or object to which Boise City objects in writing. The GSDG shall, at all times during the terms of this Agreement, be subject to the lawful exercise of the police power of Boise City.

ARTICLE IV - DUTIES OF LICENSEE

4.1 Duties. In exchange for the privilege of obtaining this non-exclusive, revocable license, GSDG shall:

a. Conduct all activities in a safe and law-abiding manner.

b. Follow all applicable laws, statutes, ordinances, rules, and regulations.

c. Provide daily and continuous clean-up of all debris or litter in the area used and immediately adjacent that GSDG's employees, servants, agents, business invitees, patrons, or guests cause or create.

d. Pay for all damages to the Park caused directly or proximately by GSDG's business equipment, employees, servants, agents, business invitees, patrons, and guests and not a result of normal wear and tear that would have occurred had GSDG's business not operated at the Park.

e. At the termination of this Agreement, either by natural expiration or default as provided, return the area of use to its original condition, except for normal wear and tear.

4.2 No Assignment. GSDG shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Boise City.

4.3 Limitations. This Agreement shall apply to and be binding upon GSDG only to the extent GSDG's organization operates within the confines of Ann Morrison Park and pursuant to the terms of this Agreement.
4.4 Default and Cancellation. If GSDG is in default of any of the terms and conditions of this Agreement or violates any laws of the United States, the State of Idaho, or applicable Boise City ordinance, rule, or regulation and thereafter fails or refuses to perform or correct the conditions constituting a breach or default, after five (5) days of written notice this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of GSDG hereunder shall be terminated.

4.5 Code of Conduct. In order to ensure a professional and respectful relationship with the general public, Boise City requires its licensees to behave in a civil and courteous manner at all times. While it is impossible to list every type and example of unacceptable conduct, the following non-exhaustive list provides examples of behavior that may, at the sole discretion of Boise City, result in termination of this Agreement:

a. Harm or threat of harm to Boise City employee or property, or member of the public regardless of location.

b. Physical violence against persons or property.

c. Sabotage of Boise City property or processes.

d. Theft or unauthorized removal or possession of Boise City's property or another person's property from Boise City premises.

e. Speech or conduct with the public that violates commonly accepted standards and that, under the present circumstances, has no redeeming social value, including the use of profane, indecent, or abusive language.

f. Making malicious, vindictive, false, or harmful statements about others or engaging in verbal abuse, altercations, or outbursts.

g. Any conduct that obstructs, disrupts, or interferes with Boise City business, service, work environment, or administrative functions, including Boise City sponsored events.

h. Untruthfulness related to use of the license which could hinder or jeopardize Boise City's interests.

i. Use, possession, distribution, or sale of illegal drugs, paraphernalia, or controlled substances not prescribed to the user by a physician, on Boise City property or at Boise City sponsored events, including the use of
alcohol, drugs, or controlled substances while working under the terms of this Agreement.

4.6 Criminal History. GSDG shall not employ to work under the terms of this Agreement any employee, servant, or agent, or volunteer on or at any park, field, court, or facility, which is owned managed, or operated by Boise City, who:

a. Has been convicted of a crime listed in Idaho Code § 18-8304 (or similar law from any other state or territory) or;

b. Is required to register under Idaho's Sexual Offender Registration Notification and Community Right-to-Know Act, Idaho Code § 18-8301 et seq. (or similar law from any other state or territory).

GSDG, at its own expense, shall conduct appropriate and applicable background and reference checks on each of its employees, servants, agents, and volunteers for the purpose of determining if either of the disqualifying circumstances exists with regard to any employee, servant, agent, or volunteer. Prior to the planned use of a park, field, court, or facility, the GSDG shall certify that none of its employees, servants, agents, or volunteers has been convicted of any crime listed in Idaho Code § 18-8304 (or similar statute from any other state or territory) and is not required to register as a sex offender. The GSDG's employment of any employee, servant, agent, or volunteer on or at any park, field, court, or facility, which is owned, managed, or operated by Parks and Recreation, who is not qualified under this provision, shall result in immediate termination of this Agreement and revocation of the right to use the park, field, court, or facility.

ARTICLE V – INDEMNIFICATION AND INSURANCE

5.1 Indemnification. GSDG shall protect, defend, and hold harmless Boise City and its officials, agents, servants and employees from and against any and all liabilities, losses, suits, claims, judgments, fines, costs, awards, or demands arising by reason of injury or death or any person or by reason of damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of the acts or omissions of GSDG or its officers, agents, employees, contractors, subcontractors, or invitees incident to the license granted by this Agreement and/or arising out of the use or occupancy of Ann Morrison Park, regardless of where injury, death, or damage may occur. The provision of this Section 5.1 shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination, or forfeiture of this Agreement or of the license granted by this Agreement.
5.2 Liability Insurance. GSDG shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, Commercial General Liability Insurance, Workers' Compensation Insurance, and Employers Liability Insurance in the form of a certificate of insurance issued on behalf of Boise City, naming Boise City as an additional insured on all policies, as applicable, for the following minimum limits and coverage:

Commercial General Liability Insurance in the following amounts:
- General Aggregate $2,000,000
- Product/Completed Operations Aggregate $2,000,000
- Personal & Advertising Injury Liability $1,000,000
- Per Occurrence $1,000,000
- Fire Legal Liability $50,000

Workers Compensation Insurance - regardless of the number of employees or lack thereof - in the statutory limits as required by the state of Idaho.

Employers Liability Insurance in the following amounts:
- Bodily Injury by Accident $100,000 each accident
- Bodily Injury by Disease $500,000 policy limit
- Bodily Injury by Disease $100,000 each employee

The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Boise City. GSDG shall provide Boise City with a Certificate of Insurance or other proof of insurance evidencing GSDG's compliance with the requirements of this paragraph and file such proof of insurance with Boise City's Risk Manager and Department of Parks and Recreation. In the event the insurance minimums of the Idaho Tort Claims Act are changed to exceed the above-listed amounts, GSDG shall immediately submit proof of compliance with the changed limits. If GSDG fails to provide or maintain said insurance in the amounts listed, even if cured by GSDG at a subsequent date, such shall be deemed an incurable default by GSDG, and Boise City may exercise any rights or remedies for such default that Boise City may have under this License or at law or equity, including, without limitation, the right to terminate this Agreement.

5.3 Other Insurance Coverage. GSDG shall be responsible for obtaining any other type(s) of insurance for the benefit of GSDG, including but not limited to Property Insurance insuring the property owned by GSDG which is used, held, or stored at the park(s). Evidence of all such insurance obtained by GSDG at GSDG's sole discretion shall be furnished to Boise City upon execution of this Agreement.
ARTICLE VI – GENERAL PROVISIONS

6.1 Non-Discrimination. GSDG, in its use of the license herein granted, shall not discriminate or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, sexual orientation, gender identity/expression, religion, national origin or ancestry, familial status, age, or disability. Noncompliance with such assurances shall constitute a breach and default of this Agreement; and in the event of such breach and default, Boise City, at its sole discretion, may take appropriate action to enforce compliance and may terminate this Agreement or seek judicial enforcement thereof.

6.2 Compliance with Laws. In performing the scope of services required hereunder, GSDG shall comply with all applicable laws, ordinances, and codes of federal, state, and local governments including, but not limited to, required licensing for drivers of commercial vehicles in the state of Idaho, workers’ compensation insurance, and collection and payment of all sales and use taxes. Boise City hereby requires GSDG to show proof of workers’ compensation insurance and proof of compliance with any applicable statute, ordinance, or regulation with which GSDG is required to comply. Except: GSDG shall not be responsible for any capital or structural improvements necessary for the Park or buildings and facilities maintained and operated by Boise City to comply with federal, state, and local laws.

6.3 Applicable Law. This Agreement shall be governed by, construed by, and enforced in accordance with the laws of the state of Idaho and the ordinances of Boise City.

6.4 Interpretation. The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it.

6.5 Notices to GSDG. The GSDG’s address for all notices required or set forth in this Agreement shall be as follows, or such other Idaho address as GSDG subsequently may designate to Boise City in writing:

Gem State Disc Golfers  
Attn: Board of Directors  
323 S. Juniper St.  
Nampa, ID 83686

6.6 Notices to Boise City. Boise City’s address for all notices required or set forth in this Agreement shall be as follows, or such other Idaho address as Boise City subsequently may designate to GSDG in writing:

City of Boise - Department of Parks and Recreation

2020 - GSDG League License Agreement  Page 9
Attn: Community Programs Coordinator
1104 Royal Boulevard
Boise, Idaho 83706

6.7 Attorney’s Fees. Should any litigation be commenced by either Party to this Agreement against the other Party, the prevailing Party shall be entitled to court costs and reasonable attorneys’ fees as determined by a court of competent jurisdiction, in addition to any other relief as may be granted. This Section shall be deemed a separate contract between the Parties and shall survive any default, termination, or forfeiture of this Agreement.

6.8 Independent Parties. GSDG is and shall at all times be considered as an independent permittee and neither GSDG, nor any officer, employee, or agent of GSDG will be deemed an employee of Boise City.

a. The Parties intend that this Agreement only creates an independent License (Licensor- Licensee) relationship. GSDG shall complete the services agreed upon herein according to its own means and methods, which shall be in the exclusive control of GSDG, not be subject to the control or supervision of Boise City, except as expressly provided herein. The Parties agree that this Agreement does not entitle GSDG or its employees or agents (if any) to workers’ compensation benefits, unemployment compensation benefits, or any other benefits or protections that may accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of GSDG and/or its employees or agents.

b. GSDG is not required to perform its services exclusively for Boise City. GSDG, its employees, and/or its agents shall be responsible for any business registrations or licenses required by any governmental entity. Boise City shall not control, directly or indirectly, the number of hours GSDG, its employees, or its agents perform services under this Agreement. Boise City shall not combine business operations with GSDG.

c. GSDG, its employees, and/or its agents are not, and shall not be considered as, agents or employees of Boise City for any purpose, including that of federal and state taxation. GSDG, its employees, and/or its agents shall not be entitled to any of the benefits that Boise City may provide to its employees. It is understood and agreed that Boise City does not require GSDG to provide services exclusively to Boise City and that Boise City is free to contract to provide services to other entities during the term of this Agreement and the license granted hereby.
6.9 Entire Agreement. This instrument, the Agreement, embodies the complete, total, and whole agreement and understanding of the Parties and supersedes any and all other agreements or understandings. No failure of Boise City to exercise any power or authority given it hereunder, or to insist upon strict compliance by GSDG of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Boise City's right to demand strict compliance with the terms of this Agreement.

6.10 Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and together, when fully executed in counterparts by all Parties, shall be deemed a complete original.

6.11 Modification. There shall be no modification of this Agreement, except in writing and executed by all Parties to this Agreement.

6.12 Severability. If any provision of this Agreement, or application thereof, is held invalid or unenforceable, such invalidity shall not affect any other paragraph, provision, term, condition, or application of this Agreement that can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

6.13 No Other Changes. All other terms of the original License Agreement for the maintenance and use of the Disc Golf Course located in Ann Morrison Park, approved by the Boise City Council May 12, 2015 as Resolution #RES-202-15 (Exhibit A) and any previously executed amendments or renewals, as modified by the terms hereof, remain in full force and effect.

End of Agreement
[Signatures appear on following page.]
IN WITNESS WHEREOF the parties hereto have subscribed their names the
date first written above.

CITY OF BOISE DEPARTMENT OF
PARKS AND RECREATION
Boise City

By: [Signature]
Doug Holloway, Director
Department of Parks and Recreation

1-17-20

GEM STATE DISC GOLFERS
GSDG

By: [Signature]
Steve Loyd
President, Gem State Disc Golfers

By: [Signature]
Boise Parks and Recreation Commission

STATE OF IDAHO )
) ss.
County of Ada )

On this 16 day of January, 2020, before me, a notary public, personally appeared Steve Loyd, known or identified to me to be president of the Gem State Disc Golfers, who executed the within instrument on behalf of themselves and the business.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

[Seal]

CHLOE BALLABANKS
COMMISSION #69906
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/22/2023

Notary Public for Idaho
Commission Expires 3/22/2023
Willow Lane Park - Floodplain Map

Exhibit D
The Boise City Parks and Recreation Commission (Commission) held its regular monthly meeting on January 23, 2020 at Boise City Hall. Boise City Staff present: Doug Holloway, Jennifer Tomlinson, Karen Bledsoe, Toby Norton, Daniel Roop, Gene Peacock, Bonnie Shelton, Jill Boyer and Trevor Kesner (Boise Parks and Recreation Department). Others present: Rob Lockward (Boise City Legal) and Chloe Sallabanks (Clerk).

I. CALL TO ORDER:

Commission President Jon Ruzicka called the meeting to order at 4:00 p.m.

II. ATTENDANCE:

A. Roll Call

Commissioners Present: Jon Ruzicka, Angela Johnson, Preston Carter, Erik Stidham, Scott Raeber, Jessica Weisman and Boise City Councilmember Jimmy Hallyburton

Commissioners Absent: Susan McIlroy, Stephen Smith and Kate Lovan

D. Holloway welcomed Councilmember Hallyburton as Parks and Recreation Commission Liaison. Councilmember Hallyburton expressed his gratitude for the Parks and Recreation Department and Commission.

III. IN THE MATTER OF NEW BUSINESS:

A. Minutes – November 21, 2019

MOTION: Boise Parks and Recreation Commission moved to recommend the approval of the November 21, 2019 Boise Parks and Recreation Commission Meeting Minutes to Boise City Council.

RESULT: APPROVED

MOVER: A. Johnson
SECONDER: S. Raeber
AYES: Unanimous
ABSENT: S. McIlroy, S. Smith and K. Lovan

B. Bowler Park Master Plan – Public Hearing

Summary: T. Kesner and T. Norton presented the proposed Bowler Park Master Plan. The Bowler property was 24.62 acres in Southeast Boise, near Surprise Valley.

Councilmember Sánchez joined the meeting at 4:06 p.m.
T. Norton described the amenities planned for the park site. Coming from Surprise Way, road improvements would be made to the park entrance, leading to a parking lot with 22 stalls. There would be an all-dog and shy-dog area in the corner of the park. A skate plaza, fitness area, restroom and large shelter were also included in the design plan.

Councilmember Sánchez asked if the playground would be accessible, to which T. Norton answered yes; all requirements for accessibility were met.

Commissioner Raeber questioned if the area was being ‘underutilized’ for the large size of the site. T. Norton explained that park development was consolidated into one area to leave most of the site open space. D. Holloway noted that neighborhoods were often interested in more passive park spaces, rather than sports fields and active amenities.

The public hearing portion of the agenda item was opened at 4:16 p.m.

**Resident Jordan Morales at 4647 E Narcissus Ct, Boise, ID 83716**

J. Morales stated his family lived in Columbia Village, near the Bowler Park site. He emphasized the improvements to be made to the gravel trail, as it served as a connection to Columbia Village for a lot of residences.

The public hearing closed at 4:18 p.m.

**MOTION:** Boise Parks and Recreation Commission moved to approve the Bowler Park Master Plan.

**RESULT:** APPROVED

**MOVER:** A. Johnson

**SECONDER:** E. Stidham

**AYES:** Unanimous

**ABSENT:** S. McIlroy, S. Smith and K. Lovan

C. Westside Downtown Urban Park Master Plan – Public Hearing

Summary: J. Tomlinson provided history on the 11th & Bannock site. The proposed urban park underwent several design iterations and would go before City Council for final design approval. An office building at 11th & Idaho was being constructed; the other half of the block would be the urban park featuring green space and art installations. The concepts included art, water features and a fog machine.

Boise Parks and Recreation worked with the Boise Arts & History Department to select Matthew Mazzotta as the featured public artist for the park. The three-party development agreement required approval from the Commission and City Council. Upon approval, construction would start in August 2020.

Councilmember Sánchez expressed her excitement about Matthew Mazzotta being the selected artist.

The public hearing portion of the agenda item was opened, and upon hearing none, was closed.
Boise City Parks and Recreation Commission Meeting Minutes
Page 3 of 4
January 23, 2020

MOTION: Boise Parks and Recreation Commission moved to recommend approve of the Westside Downtown Urban Park Master Plan, to Boise City Council.

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

D. RecTrac Software Update and Demo

Summary: K. Bledsoe explained the department purchased registration and reservation software from Vermont Systems in 2011. The company has since rolled out a web-based version that is more user-friendly and mobile compatible. The department would migrate to the new version on Feb. 2, and the conversion would take a few days before being available to the public.

K. Bledsoe demonstrated registrations and purchases, highlighting improved features of the updated software.

Councilmember Hallyburton questioned if the public-facing website could be translated to other languages and requested the featured photos be inclusive and representative of the families in Boise.

D. Holloway recognized the work K. Bledsoe and the RecTrac Project Team had put into the software migration and implementation.

No motion was made, as this was an informational item.

E. Citizen Engagement Request – Katie Fite, WildLands Defense Director

Summary: The Commission would permit 10 minutes of public testimony from Katie Fite, WildLands Defense Director.

Resident Katie Fite at 1006 N 5th St, Boise, ID 83702
K. Fite presented documents and commentary on the Julia Davis Park Master Plan. Her concerns included losing green space, poorly designed features and loss of historical site recognition.

D. Holloway stated the department would look into the concerns brought forward about Julia Davis Park.

No motion was made, as this was an informational item.

IV. IN THE MATTER OF ADJOURNMENT:

There being no further business to come before the Commission at the time, the meeting was adjourned at 5:01 p.m.

RESULT: APPROVED
January 23, 2020

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

Jon Ruzicka, President
Department Policy - Citizen Engagement Requests

Exhibit F
CITIZEN ENGAGEMENT REQUESTS  
Department of Parks and Recreation Commission and Committees

PURPOSE
The City of Boise encourages citizens to attend Boise City Parks and Recreation Department Commission and Committee meetings. Department committees and commissions include:

- The Development Impact Fee Advisory Committee
- The Open Space and Clean Water Advisory Committee
- The Parks and Recreation Commission
- The Ridge to Rivers Partnership

Citizens wanting to engage with the Board of Commissioners/committee members at a regularly scheduled meeting may do so, and there are two opportunities for citizen engagement. One option is to attend a regularly scheduled meeting and sign-up to comment on a specific agenda item designated as a “public hearing” on the meeting’s published agenda. Another option is to submit a formal citizen engagement request to the department for the opportunity to be added to an upcoming meeting agenda. The topic of the presentation is determined by the person submitting the citizen engagement request.

CITIZEN ENGAGEMENT REQUEST PROCESS AND REGULATIONS

1. Requests must be made in writing to the secretary of the respective commission or committee.
2. The department director and commission president/committee chair have jurisdiction to accept or deny citizen engagement requests.
3. If accepted, the citizen engagement request will be included on the meeting agenda as a “new business item.” The agenda item will be considered an informational item.
4. The agenda item should be a presentation scheduled for a maximum time of ten (10) minutes.
5. No speaker may convey his or her time to another speaker.
6. The speaker must be prepared to stand for questions following their presentation to the commission or committee.
7. No person may use a citizen engagement request for the purpose of campaigning or advertisement.

APPROVED

By: ________________________________

Office of the City Attorney

DATE

2/14/2020
By: ________________________________  __________
Department of Parks and Recreation
Director

By: ________________________________  __________
Parks and Recreation Commission
President
Williams Park Dog Off-Leash Program - 2013 Request

Exhibit G
Mr. Doug Holloway  
Director, Boise City Parks  
1104 Royal Blvd.  
Boise, ID 83706  

Dear Mr. Holloway:

I and many of my neighbors would like the Department to consider designating some off-leash times for dogs in Williams Park. I ran with my dogs off-leash in the park from the time it opened until last summer, when I was cited for my dog being off-leash, even though he was with me under my control and there was no one else in that portion of the park.

We all realize that dogs can cause anxiety for some people and that there are dog owners who do not always control their animals or clean up after them. We also remember when almost every evening there would be people playing with their dogs off-leash in the open-field portion of the park. I know of no incident of harm done in all the years the practice continued. For the last year many, many hours of enjoyment of the park by local residents with their dogs have been denied.

The most frequent concern I heard when carrying the petition was that people from other areas would bring their dogs increasing the burden on our park. In addition to our request for Williams Park I would encourage you to consider designating off-leash times for all city parks, so the usage would be spread around. This would encourage the concept of neighborhood parks where people could walk to their park.

Over 50 people have signed the attached petition. Please grant our request.

Sincerely,

Thomas "Barry" Eschen  
115 E. Provident  
Boise, 83706-4017  
336-5508  

cc Jerry Pugh
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<td>Aida Hutz-Midgell</td>
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<td>300 W. Maryfair Ct.</td>
<td>695-4089</td>
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<tr>
<td>Eric Eschen</td>
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<tr>
<td>Rari Karsch</td>
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<td>Herbert P. Otto</td>
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<td>Carol J. Otto</td>
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<td>Karen L. Otto</td>
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<td>Ecucie H. Borrholthaus</td>
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<td>Laura J. Bennett</td>
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<td>Anna Bennett</td>
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<td>126 E. Provident Dr.</td>
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<td>Yara Jardine</td>
<td>Yara Jardine</td>
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<tr>
<td>Mary A. Christensen</td>
<td>Mary A. Christensen</td>
<td>240 E. Provident Dr.</td>
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<td>Jennifer Dickey</td>
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<td>140 Provident Dr</td>
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<td>Mario Garza</td>
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<td>220 Providence Dr</td>
<td>811-8550</td>
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<td>John Townsend</td>
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<td>123 E Parkway D</td>
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<td>Alexis Townsend</td>
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<td>Andrew Huang</td>
<td></td>
<td>140 E Providence Dr</td>
<td>342-4937</td>
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<tr>
<td>Andrea Eschen</td>
<td></td>
<td>109 E Providence Dr</td>
<td>514-1994</td>
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<tr>
<td>Anne Newton</td>
<td></td>
<td>1625 S. Gecklen Ln.</td>
<td>862-2406</td>
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Williams Park Dog Off-Leash Program - 2013 Public Meeting

Exhibit H
On June 27, 2013, the Boise Parks & Recreation Department held a public meeting to discuss a proposal to include Williams Park in the City’s Hourly Off-Leash Area Program. The meeting was held as a result of a 58 signature petition the Department received, and was set to discuss neighbor support or opposition to the proposal.

An estimated 40 people were in attendance for the meeting (not all signed in), with a mix of those that were in support of off-leash times and those that were against. A short introduction to the off-leash proposal was given, then the floor was opened up to comments and questions.

Public Meeting Notes:

Staff Present:  Jerry Pugh, Toby Norton, Sarah Wilkerson

Question:  How do you plan on keeping the dogs out of the playground?

Answer:  The delineation would hopefully deter dogs from going into the playground area—the canal in between. The Department relies on dog owners to keep the dogs out of the areas that are not off-leash. Citing by Animal Enforcement also can occur with owners who have their dogs off leash in the playground area.

Comment:  It isn’t completely blocked. Dogs will still go into the playground.

Answer:  We currently have other parks where we have the off-leash hours and people work with each other. They make it work.

Question:  You mentioned that the Parks Commission evaluated parks based on certain criteria on whether the park would be suitable for a dog off leash area. What are they?

Answer:  Other existing uses, access to site, parking, site layout (are there natural barriers), maintenance impact, financial impact (signs, mutt-mitt, trash cans) and impact to wildlife. Multi-Use Park—we don’t want to fence off the park for the dogs.

Comment:  I live on the park. I have lots of problems with dogs. There are BSU students, soccer, lacrosse and rugby all going on after almost every day. Most occur after 4pm. You can’t have a game out there when there are dogs running around. In regards to wildlife: In April, I had to help an injured baby raccoon in the park. I had to stand there so it wouldn’t get tormented. What is there were dogs loose in the park? It probably would have been killed. We have lots of wildlife in the park: geese, ducks, fox. Best trained dogs still get away from their owners. I have been knocked down by dogs two different times. Owners did not have control of their dog. I have cats and one of my cats was killed by a loose dog. My husband and I work full-time and I do not look forward to hearing dogs barking in the park. Don’t tell me that people pick up after their dog. The smell is horrendous in the summer. We also have people mischief in the park.
One day I purchased an anti-dog barking collar for my dog and put it on him/her. When I got home from work, the collar was gone and was replaced with a post-it note. Someone had to reach through our fence and grab our dog to take off the collar and put the note on. My house is exposed and someone came in and did this to my dog.

Comment: There are neighbors who take their dogs off leash and do pickup after their dogs. I know a lot of neighbors that pickup other peoples’ dog waste. It all boils down to what the park was designed for. As a homeowner, you are turning the park into an off-leash dog park. What are my rights? What are my choices? Most people can come and leave the park. I live 25 feet from the park and can only go into my house. Park visitors come for an hour then leave. I can’t. Neighbors are fairly pretty considerate. People come to the park at 6:00 in the morning. I work 40 hours a week, and don’t want to hear that. You are telling us that there is a dog off Leash Park going in here.

Answer: Just to clarify we received a petition from the neighborhood about having dog off-leash hours at this park. We are doing our due diligence to listen to neighbors in the area. There is a conception that this is coming from the Parks Department and it is not. We are public servants and we are listening to the community.

Comment: I am concerned about dogs barking.

Comment: I live in the area for 30 years, so I know what activities take place there. Soccer games. Since they started ticketing, the park used to be full but now the park is empty. Anyone dog related is at Manitou. If I lived by Williams now I would love it since is now like a private park. No one is there. Not even used.

Comment: I live next to the park, having been living there since the park was created. I run in the park with dogs. There used to be a nice balance between people with dogs and people without dogs. It went well. Then a few years back, animal enforcement started showing up and ticketing everyone in the park. The climate has changed at the park. Wonder if that was a change in policy? Now I don’t see them anymore. Has there been another change? What brought that on, I thought things worked quite well. Even though there is a sign that says that dogs should be on leash….

Answer: That is what brought it on. As a dog owner, you may not mind a dog running off leash, but there are some citizens that don’t like dogs running loose. We are responsible to dog owners and non-dog owners. That is why we stepped up enforcement at this park. They have patrol over 100 parks, so if you don’t see them for a while that is why. They have a lot of area to patrol, with two officers only. If we receive feedback from the public about a park with a dog off leash problems, enforcement is increased.

Comment: One of the selling points when we were looking was a park close by because our backyard is small. The park is always being used by someone. The playground is there for the children. It doesn’t make sense to me to place something in a park that would exclude children. How are you going to keep off-leash dogs on one side of the park?
Answer: A lot of our other parks with off-leash hours do have playgrounds, tennis courts, and other mixed uses.

Question: Do they have houses right around the park like here?

Answer: Yes, they do.

Comment: Not like here, they don’t.

Comment: I live within walking distance of the park. It is a congenial park. People interact and the dogs would grow up together. About 2 years ago, things started changing in the park, so I drive over to Manitou. I found a nice community. At Manitou when the off-leash hours were first introduced, the park was crowded but now it has leveled out. People wanted to check it out. Most people live right by park, and a few users who drive there. I understand peoples’ fears. People find their own areas. The kids play in their area, and the dogs are in their area. Some kids like dogs. I think it is important to have the interactions between kids who like dogs and dogs. It is a way to socialize. Seems like a healthy environment. Would love to have it at Williams, so I would save on gas.

Question: How does it work at Manitou? Is there soccer and lacrosse practice going on at the same time with dogs?

Answer: There are nights when they are kids and dogs. People just find their own area. We hear very little about Manitou. No big issues have been brought to our attention. Dog owners get along with one another, self-police each other and have taken ownership of the program.

Comment: I live across the street from Manitou. There are houses bordering Manitou on half of the property. I get your concerns. It looks like the plan shouldn’t work, but it does. At Manitou, people who are consistently there, self-police. We are a group of responsible dog owners. Manitou has this tree curve, there is no fence. Our dogs know where the line is. We are responsible for our dogs. If you get a ticket, it is expensive.

Question: Policy question. Will you require us to put up a fence?

Answer: No. As a homeowner, you have the option to have a fence on your property.

Comment: Londoner Commons only allow rod iron fences or no fence that is the rule. We can’t put up a fence to protect our property.

Comment: That is a Londoner Commons decision, not a Parks or a City decision. You can change that decision.

Comment: I live on the park. I can’t tell you how much poop I pick up every day. Already an issue with parking on the street when there is rugby or tennis in the park. I am against this proposal. I am tired of it.

Comment: I have photos of poop of you would like to see them. Some people do pick up but there are others who do not. I drive my son to go play baseball. Why wouldn’t people want to
drive to take their dogs to play? Manitou is pretty close, and people could go to Ivywild. There is Ultimate Frisbee, lacrosse, soccer and rugby played in this park.

Question/Comment: If you are interested in expanding the program, why isn’t the number of enforcement officers growing as well? How can they possibly do it correctly? I live on Provident Drive. We used to have good animal control. The good animal control is gone. I am a retired person and I know what goes on daily. This morning I saw 4 people walked their dogs to the park, 3 holding a leash with the dog 20 feet away from them. I have an issue with people who don’t pick up after their dogs. I never see patrol in the park.

Answer: There are two animal control officers that patrol all parks, and they get where they can.

Question: Ever consider all parks with dog off leash hours? Or all parks dogs off leash.

Answer: No. If we made all parks off leash, we would most likely see some serious push back in the other direction. We would receive complaint from people stating that everywhere I go, I see dogs running loose. People would be saying enough’s enough.

Question: Am I hearing you say that there is a negative side?

Answer: I’m saying there is a balance. We are attempting to balance a variety of uses and think there would be serious pushback from the general public. Offer an opportunity for a portion of the community, but also respect the other park users’ rights as well.

Comment: In the park there is a lot of activity. Parks should be a place where all should be able to enjoy. This is a community park and everyone should be able to enjoy it. I am at the park all the time. I have personally received 2 citations. I have two terriers and they are well behaved. At the time I received the citations, there wasn’t anyone in the park. We should be looking at citing people carrying bags more. This is a community park. This isn’t just about the houses along the perimeter of the park.

Comment: In regards to the initial petition, ¼ of the neighbors along the park are part of the Londoner Commons neighborhood, but only 1 signed the initial petition. Zero people who live adjacent to the park signed the petition. We should have a discussion before we got to this point. Now we are going to a Commission meeting with 75% favorability.

Answer: The survey was our attempt to poll the neighborhood. Everyone had an equal chance to respond. We are also holding this neighborhood meeting to give people a chance to voice their opinion, and you can also voice your opinion at the upcoming Commission meeting. The petition consisted of 50% or better of neighbors within the ½ mile radius of the park, and the Commission felt that was enough to vet the proposal.

Comment: I realize we are talking after the fact, I’m just saying that petition process of getting started should have involved the community that surrounds the park.
Answer: That’s not something we control. A private citizen took it upon themselves to talk to their neighbors and go door to door to get signatures, and that’s what we received.

Comment: I know your fears. Manitou Park works marvelously. People with dogs take ownership of the park. People aren’t there all at the same time. Wish you could visit to see how well it works over at Manitou. I miss interacting/speaking with a lot of people in my neighborhood. It is a social time for people and dogs. I want it back. There are a lot of us that are good dog owners. We just want our park back. I would enjoy being able to have dog off-leash hours at Williams. I miss speaking with my neighbors, and I want our park back. I’m sorry that there are so many of you that are adamant about it. I’ve been ticketed twice. I wish that you could have more enforcement. At $75 a whack, you could probably hire a few more. I know there are people that do it wrong.

Comment: I live close to Manitou and have lived there for a while. I pick up after my dog. I am a chronic picker upper. There is now less waste at Manitou than before the program began. People are there and care more about the park, and they know the rules. We keep it clean because we care about it. There are more dogs and a sense of community and family.

Question: What about the impact on the local wildlife?

Answer: We do not have statistics about what kind of wildlife inhabit the park but have lots of anecdotal information. We are now employing dogs as a geese control measure. We do know from our dog off leash program over the winter at Ann Morrison that it helped deter the geese from the park.

Comment: We have deer in the park.

Question: Do you have any cases of dogs attacking deer?

Answer: Nothing that we’ve heard. That doesn’t mean that it hasn’t happened.

Comment: I have seen a loose dog chase down deer before right outside these church doors before.

Question: Why are we even looking at having dog off-leash hours here at this park when people can go over to Manitou?

Answer: The Department was presented with a petition from some of the neighbors of Williams Park, so are going through the process.

Comment: We back up to the park. We bought our house eight years ago. We love the park. We do not want the park to become a destination park for dog owners. There will be too much traffic. My son plays in the park. We don’t want to have dinner while watching a swarm of dogs. We feel that it is a neighborhood park, and should not be a park that dog owners get in their car to go to because it is available off leash.
The other side of that that other people are telling us too, is that a lot of people drive to Manitou now. It is going to take some pressure off of Manitou and keep the people home. Sure there might be some people that will drive here.

Question: Will it be on the website?
Answer: If it is approved, yes it will be there.

Comment: I know lots of people will say their dog is friendly and well-behaved. Who is going to fix my child’s face if he/she gets attacked? May I protect myself from a loose dog? Who is going to pay the bill? What happens if a dog comes over to the playground area, am I allowed to stop the dog?

Answer: If the dog is aggressive, yes, you have the right to protect yourself and your family. Just the same as if you were walking down the street and a loose dog ran out, you have the right to protect yourself.

Comment: 25% of people don’t pick up. There is poop everywhere at Williams. There will always be people who don’t pick up. People should always have a bag. I had a bull dog come out of someone’s house and attack my dog. It can happen anywhere.

Question: As far as what has happened at Manitou, do you have statistics about the impact on the community? Not just people with dogs. I live across the street from the park and certainly have a bias on how this will affect my everyday life. What is the projected impact on the park? How many dogs would this bring to the park? I have children.

Answer: We have relied on people telling us their experiences in the park. We haven’t been overwhelmed with negative feedback. Something I failed to mention is that if it is approved, we would implement the program for a one year pilot basis. Then we would go back to the neighborhood and ask what you think. That’s what we did at Manitou and all the off-leash areas, and support for the program increased.

Question: In the case of our other areas, after a year support increased. Hard to estimate an exact number. If this is approved there will probably be a rise in people who would visit with dogs, then the number would level off.

Question: How would you go back to the neighborhood?
Answer: With a survey. The same way the initial survey was sent.

Questions: Do we know how many dogs this will bring in?
Answer: It’s hard to predict. It may pull the people from the neighborhood back to Williams, and may bring in some people from outside the neighborhood.

Question: What are we talking about here? What is the number of dogs that frequent Manitou?
Answer: There was probably an uptick in the number of dogs when the program was initially implemented, because it was new. We haven’t had any pushback from the neighborhood about the impact. So as long as we don’t hear about significant negative effects and have the neighborhood support, we are going to continue the program.

Comment: At Manitou, the dogs come and visit off and on during the hours. Virtually dogs are gone by 5:30. It was crowded at first, but now it is manageable.

Question: Does the boundary follow the sidewalk?

Answer: It would be along the sidewalk and then jet out a little bit to the canal.

Comment: Are you saying now that the dogs will be in with the ducks? I am concerned about the impact to the wildlife.

Answer: The Commission will take that under consideration when making their decision.

Question: Is the stream included in the off leash area?

Answer: Yes. The stream would be a popular location for the dogs, so the delineation would be on the west side of the steam bank.

Question: Does Parks & Rec handle the citations for dogs off-leash?

Answer: No. They are managed under City Clerk. We work with them in regards to enforcement.

Question: Do you have the number of citations? Specifically at Manitou? Will there be people at the Commission meeting that can provide these answers?

Answer: Yes, we keep statistics. Unfortunately, we do not have the numbers with us. We can email that to you. The Animal Enforcement officers are City Clerk’s employees. We will have staff at the Commission meeting. Mainly it will for public testimony. If there is something that I cannot answer, I am more than willing to give you my card or you may leave your contact information with me before you leave.

Comment: I have an issue with people having to pick up after other peoples’ dogs.

Comment: There are children in the park playing daily. There is a nice wide open space there now and I support having a space where humans can play. With this dog off leash hours, you will be closing off almost 4 acres to children.

Comment: Have an issue with providing an activity in the park where it will exclude children.
Comment: I believe there is potential for a safety issue when children use the park to cross between houses.

Comment: I have children and dogs and we would enjoy activities together. With children and dogs there are always inherent risks.

Question: What about vicious dogs at the park? What if a child goes and tries to break up a dog fight? Where does the law fall? Or if a child got attacked?

Answer: That would be on the dog owner, for not controlling their dog. The police should be contacted.

Question: How does this work with other uses such as soccer and other sports?

Answer: The Park would be made available for off-leash use, but it does not grant dog owners exclusive or preferential use. They have to respect your use for sports, just like you would respect their use for dogs.

Comment: In order to get to the playground, my children would have to cross that area. The issue is that a dog could attack my child. It may not happen, but it would be possible if this is made off-leash. It’s not an issue of who shows up first. People aren’t going to attack the dog. If dogs are there first, there is still a chance of the kids being harassed by the dogs. It would make the park unavailable for use by people.

Comment: I understand your concerns, as there some people shouldn’t have their dogs out there. The people at Manitou are more supportive than they were when they started. You don’t hear about eight year olds getting attacked. They could also get hit by a car. That’s now how dogs are.

Comment: There are not 2 pedestrian paths marked on the map. I would recommend signing/marking them. What about traffic? There is already an issue with not enough parking.

Comment: I can answer that. The reason the parking is the way it is, is that this was never supposed to be a destination park. I talked to the person who donated the land and he’s not supportive of this. He has a dog, I have a dog. I’m against it.

Comment: I just want to say that we are calling these dog parks. They are not dog parks. They are multi-purpose parks with off-leash hours. We are talking like we are saying the dogs have rights. It is not the dogs having the rights, it’s us owners who have the right to use our neighborhood park. We have just as much right to use parks as you guys do without your dogs, who are against it. But it is multi-purpose, not a dog park.

Question: I be interested to see if the City has ever experimented with a small dog area? I saw one once in Manhattan, and it seemed to work really well. Maybe a small area above the tennis courts-it would be fenced and the area isn’t used much anyway. It that area, I would love to have my dog off-leash. Have you ever experienced a small fenced in area that could be used as a small dog park?
Comment: Have you ever seen the park up on Latah? People don’t go there because it’s fenced in, and the dogs fight. They come to our Manitou and tell us about it.

Answer: We haven’t heard that about Morris Hill. All of our fenced in off-leash parks are at least a ¾ acre or more. All the research that we did, did show that if you compact all those animals in a small space there is an increase chances of conflicts. That doesn’t mean that we wouldn’t consider it. It might be worth a test to see how it goes.

Comment: I wish that the folks who are against this would come to Manitou and take a look, and see how things work. You don’t find the dog stuff that used to be there. They pick up after each other.

Comment: I would disagree with you. I’ve been over there, and have been over there for two weeks every morning. I’ve got pictures of it.

Question: You said you had a 17% response rate, with 75% in favor of. With 300 some odd people with dogs in a two mile range?

Answer: ½ mile range.

Question: So 300 people with their dogs within a half mile range. But when you put it on the web and advertise it, how many people do you think will come to the park?

Answer: We’re just going to put it up as available for off-leash use, during certain times. It’s a public park and people can use it.

Question: You said that Manitou was really busy for two years, and now we are going to have to deal with that?

Answer: It wasn’t two years. Just like anything else that is new, you get an influx of people. It might be that way for a while, but after a while interest may start to wane.

Comment: I am concerned about the influx of new users. Parking issues.

Question: Concerned about the boundary of the proposed area? Remove the stream from the equation due to the possible impact to wildlife, and kids like to use it. Would it be possible to run the area up the tree line instead of the creek?

Answer: As far as natural barriers, you’re not going to get much better than the stream bed. That said, it’s not beyond the realm of possibility. People can ask the Commission to adjust the boundary line.

Question: Do you have something similar at Manitou?

Answer: We have a berm and row of trees that serve as the boundary line.
Question: How do the people at Sunset Park feel about only having morning off-leash hours?

Answer: They want evening hours, but we cannot accommodate that there. There are scheduled sports games in the evening. Williams Park is not scheduled and is available for drop in use only.

Question: Why isn’t Williams Park a scheduled sports facility?

Answer: It is a neighborhood park. Neighborhood Parks are not allowed to be scheduled for play. Scheduled play is allowed at community parks only.

Question: Aren’t you scheduling dog use now?

Answer: We are not scheduling dog off-leash use, we opening it up to be allowed use at a park that service the community.

Comment: I am in favor of it. My experience with dog owners is that dogs are friendly, but they are not perfect. It’s inappropriate to say it will never happen. Yes, it can happen. But the experience is the issues are not very large. Animals can cause problems, people can cause problems.

Comment: I would like to counter the comment from earlier that the park is never used. It is used all the time.

Comment: Destination Park, are you not turning it into one?

Answer: We do not see this as a destination park. We are trying to place them throughout the City, so you have the use available to you where you are at. The same way we try to place neighborhood parks, so that the neighborhood could use them. That’s why the radius is ½ mile from the boundary of the park. So you are covering a one mile swath of ground. Which is why Manitou is 1 mile away, which is why Terry Day on Federal Way is about 1 mile away from Manitou. We try to do service areas within the neighborhood parks, so that that park can be used by the neighborhood. When you talk destination parks, like Julia Davis, Ann Morrison, and Marianne Williams, you are drawing people from the entire community to a park and we provide the services there. We are trying to accommodate as many uses as possible.

Question: How many days a year is the park used for sporting activities?

Answer: It is a drop in use. The same way you can go there to have a picnic at any time.

Comment: People drive their cars to the park to play basketball and tennis. We have people coming as far away as Caldwell to play tennis.

Comment: Lots of people drive to play tennis or basketball, why can’t dog users mind driving a little bit to take their dog out to play?
Comment: There are a lot of kids from Garfield Elementary and the daycare bring 40 – 50 kids to play at a time.

Comment: Different sports in the park are different because they don’t exclude a part of the population. When people play tennis they are in the courts or basketball.

**Comment Cards:**

1. I am in support of creating off-leash hours at Williams Park. I believe this will create a stronger community for those of us who live around the park. I also believe that a supportive and responsible dog ownership community *(those who will most likely use the area)* will be more likely to clean up after their dogs, control them and ensure that others do so as well. I 100% support the dog park and believe it’s best for the community.

2. I live near Williams Park but started going to Manitou for off-leash hours when ticketing became rife at Williams. The dogs and their people were always acting appropriately (dog refuse bags used, leashes in pockets, and dogs under control) but ticketing became a daily occurrence and I started driving to Manitou almost daily. I found a lovely dog community there and even though my dog has since passed away, I intend to rescue another one from I.H.S. and would love to be able to walk with her/him to Williams to enjoy daily leash free play. I know people fear their neighborhood being overrun by folks from throughout the City, but my experience at Manitou has been that people check it out at first, but soon it becomes predominately a manageable group of regulars from nearby. Plus, the more dog parks, the less use congestion.

3. Please remember to add extras trash can with bag dispenser in the dog off-leash area to help the grass stay lovely.

4. It is a real shame that one or two people who are afraid of dogs can characterize off-leash dogs as a terrible threat. The existing problems with dogs – before the off-leash plans are instituted – really don’t reflect what happens. And in fact, those problems are there mow and need to be addressed now.

5. I have seen Manitou Park work and I want the same thing at Williams. It is a neighborhood park to be enjoyed by all. It would be great to have animal control enforce the rules. Sports teams have used Manitou during off-leash hours and it works.

6. We need to try this! Show people it works.

7. I am opposed to the dog off-leash area because it will reduce access of children to the open grassy area which my children and other small children use daily for activities such as kick ball, tee ball, Frisbee, wiffleball, and dodge ball. The verbiage of the “Dog Off-Leash Rules” states “toddlers and small children do not belong in the dog area.” Appears mutually exclusive and that athletic practices of children would not be compatible. I am
particularly opposed to evening hours because evenings see the heaviest use by children’s sports teams and families which are apparently not “scheduled” yet we frequently have 2 to 3 teams that practice multiple nights each week in various seasons. Unleashed dogs will negatively impact children and grass sports.

8. Firstly, the term "destination park" that was being bandied about as a negative supposes that no other groups of citizens are already coming to make use of Williams Park. This is absolutely false as soccer teams, school classes, tennis classes and other groups are clearly already seen there on a regular basis. Therefore you could already refer to it as a "destination park" and allowing dog owners to make their way to Williams Park for leash free hours is no different, merely another set of citizens with another way to recreate in their city park. My second point is in reference to the gentleman who said that he had to drive in order to meet his softball team at Simplot Field and therefore driving one's dog to recreation is no different. The difference I would like to point out is that walking one's dog is the most common form of exercise and should be done on a daily basis at least. While taking this walk anyway, being able to stop off at the local park and let Fidette take a runaround with her buddies - without incurring the wrath of the ticketing patrol - is clearly desirable and easy to understand as a natural extension of the walk. Thanks for giving us a chance to discuss this proposal and good luck in preparing those notes for the powers-that-be.....
Williams Park Dog Off-Leash Program - 2013 Counter Request

Exhibit /
To The Boise Parks dept.
We the Neighbors of Williams Park oppose our park and community changing
We believe this is not a good idea and have signed this petition
Based on the below points

- Most of us live around the area you what to designate the off leash area this is our back yard and are CC&R do not allow us to put up a privacy fence that will act as a barrier to dog barking at 6 am or in the evening when we get home from work – we would like you to consider how would you like to come home or get up in the morning to dogs barking out of control – we would not even have a recourse to this
This is our back yard

- When we bought our property the park was designated an on leash park and "NOT A" destination park – if it changes the only way we have to deal with this is to sell our property

- We purchased our property based on this being an on-leash Neighborhood park not a dog park

As per Boise Parks and Rec Rules for off leash areas
(See below)

Parents

- This is a dog park; toddlers and small children do not belong in the dog area.
- This is not a children's playground; it is a dog off-leash area. Some dogs are not use to being around children, and may react negatively
- We encourage you to keep your child within arms reach at all times and not allow toddlers to run at will.

Park designated as per the parks dept

Williams Park is a neighborhood park just under 8 acres in size. Located in southeast Boise, Williams Park features four tennis courts and a softball area.

The Williams Park land was donated in 1980 by Darrell Leatham and his wife, Marian Leatham. The City of Boise, Garfield Elementary School, and the citizens of Boise agreed to develop this land for park use.
This is a family park with families that live around the area with Children it seems that we are placing the views of a few dog owners above the countless current users of the park

- Soccer teams
- Lacrosse teams
- Rugby teams
- Volley ball teams
- And the Neighbors that use this park on a regular basis

This does not seem reasonable to us

Kids

- If you're 8 and under, you must be accompanied by an adult.
- If you are uncomfortable around dogs, please ask your parents not to bring you to the area.
- No running. This triggers a prey and chase response and may lead to injury.

Again we ask why would this be considered for a non-destination Neighborhood Park such as Williams. This park was never intended to be a destination park.

We are concerned that you are changing our Neighborhood forever we have not asked for this and would like it dropped immediately.

Williams Park is a great Place. We the Neighbors of Williams park like this park the way it is we would choose that it not change. The responsibility of owning a dog is a choice made by the dog owner not of the Neighbors of Williams Park. We do not believe this park should change based off of a persons decision to own or not own a dog.
Dog Off-Leash Rules & Regulations

Dogs

- You must wear a visible and current license.
- If you're in heat, stay home; likewise if you're an un-neutered male.
- If you're aggressive or like to bully other dogs or start fights, you're not welcome, period.
- For safety reasons, please remove pinch, spike or choke collars and halters prior to entering the area; we don't want anyone getting hurt.

Owners

- You are legally responsible for your dog's behavior and any injuries or damages he/she causes.
- By entering the dog off-leash area, you do so at your own risk and agree to abide by all park rules.
- Never leave your dog(s) unattended or allow them out of sight.
- Never leave the area without your dog(s).
- Always clean up after your dog. Remove and dispose of waste in bins provided.
- Always carry a leash; leash dog(s) when entering/leaving park.
- Gates, where present, must be kept closed at all times.
- Be prepared to encounter children in the DOLA. If your dog is not comfortable around children, please try to alert the parents and keep distance between the two.

Parents

- This is a dog park: toddlers and small children do not belong in the dog area.
- This is not a children's playground; it is a dog off-leash area. Some dogs are not use to being around children, and may react negatively.
- We encourage you to keep your child within arms reach at all times and not allow toddlers to run at will.

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- If you're 8 and under, you must be accompanied by an adult.
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Comments by Signatories
We the Neighbors of Williams park with houses that boarder the park oppose a dog park and the changing of our Neighborhood.

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
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<tbody>
<tr>
<td>Bradley Miller</td>
<td></td>
<td>300 W Mayfair</td>
<td>559-3314</td>
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<tr>
<td>Mukta Sood</td>
<td></td>
<td>385 W Mayfair E 83706</td>
<td>344-7222</td>
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<tr>
<td>Warner Elaine</td>
<td></td>
<td>1818 S Longmeyer Way</td>
<td>312-6728</td>
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<tr>
<td>Mariah Morris</td>
<td>Morris</td>
<td>1858 S Londoner Way</td>
<td>867-6845</td>
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<tr>
<td>Tim Norris</td>
<td>Norris</td>
<td>1858 S. Londoner</td>
<td>841-7005</td>
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<tr>
<td>Abby Norris</td>
<td>Norris</td>
<td>1958 S. Londoner</td>
<td>867-6885</td>
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<tr>
<td>M. Blockoff</td>
<td>Blockoff</td>
<td>1960 S. Londoner</td>
<td>345-8613</td>
</tr>
<tr>
<td>Joanna Adams</td>
<td>Adams</td>
<td>238W, Parliament</td>
<td>342-3328</td>
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<tr>
<td>Ron Adams</td>
<td>Adams</td>
<td>3950 E. Paqurway Dr.</td>
<td>344-5711</td>
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<tr>
<td>Darrell Leatham</td>
<td>Leatham</td>
<td>3950 S. Parkwy</td>
<td>344-9711</td>
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<tr>
<td>Heidi Leachin</td>
<td>Leachin</td>
<td>1900 S. Londoner</td>
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<tr>
<td>Marion Barklow</td>
<td>Marian L. Barko</td>
<td>366 W. Mayfair St</td>
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<tr>
<td>Stacey McFarland-Smith</td>
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<tr>
<td>Matt Payn</td>
<td>Not Payn</td>
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<td>Owen Payn</td>
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<td>Seth Payn</td>
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<tr>
<td>Veronica Louder</td>
<td>Louder</td>
<td>1959 S London Way</td>
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<tr>
<td>Bryan Carson</td>
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<td>1950 S. Londoner Way</td>
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<td>Marla Carson</td>
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<td>Noah Carson</td>
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<td>Traci Menard</td>
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<td>Lela Menard</td>
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<tr>
<td>Lisa Strong</td>
<td></td>
<td>320 W. Parliament</td>
<td>859-1374</td>
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<td>Rick Ortega</td>
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<td>841-1816</td>
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<td>Patsy Maloney</td>
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<tr>
<td>Tom Fulton</td>
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<td>Amy Payn</td>
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<td>320 W. Mayfair</td>
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<td>Paula New</td>
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<td>1720 G Kelin</td>
<td>384-6800</td>
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<td>Corry Boehning</td>
<td>Corry</td>
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<td>Peggy Mason</td>
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<tr>
<td>Jon L. Mason</td>
<td>Jon L.</td>
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<tr>
<td>John Robinson</td>
<td>John</td>
<td>1870 S. Londoner Wy</td>
<td>869-5568</td>
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<tr>
<td>Dani Roessler</td>
<td>Dani</td>
<td>1910 S. Londoner Way</td>
<td>208-233-3693</td>
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<tr>
<td>Derek Roessler</td>
<td>Derek</td>
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<tr>
<td>Alicja Smith</td>
<td>Alicja</td>
<td>7383 S Cloverdale</td>
<td>208-859-2660</td>
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<tr>
<td>Andrea Smith</td>
<td>Andrea</td>
<td>1910 S. Londoner Way</td>
<td>208-365-4560</td>
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<tr>
<td>Mylee Dyke</td>
<td>Mylee</td>
<td>637 E Segundo Way</td>
<td>208-867-5132</td>
</tr>
<tr>
<td>Susan Paras Sacchi</td>
<td>Susan</td>
<td>1979 So. Londoner Wy</td>
<td>208-424-8634</td>
</tr>
</tbody>
</table>
Williams Park Dog Off-Leash Program - 2019 Request
Boise City Parks & Recreation
1104 Royal Boulevard
Boise, ID 83706

PETITION

VISITORS AND DOG OWNERS WHO ENJOY FREQUENTING WILLIAMS PARK (201 W. Williams St.) HEREBY PETITION INCREASING BENCH SEATING FROM 1 (outside the off leash area) TO 5, PLACING 4 ADDITIONAL BENCHES ON THE PERIMETER OF THE OFF LEASH PET AREA SO AS NOT TO INTERFERE WITH SPORTS ACTIVITIES. MANY VISITORS AND PET OWNERS ARE SENIOR CITIZENS WHO ENJOY THE PARK AND THE OFF LEASH AREA, BUT OFTEN NEED TO SIT.

WE WOULD ALSO APPRECIATE "OFF LEASH" AFTERNOON HOURS TO BEGIN BEFORE 4 P.M., TO ALLOW FOR LESS DAYLIGHT DURING THE WINTER.

WE LOOK FORWARD TO APPROVAL OF THESE REQUESTS.

Boise City Resident Name/Address

1. Crystal Taylor - 1287 E. Boise Ave 83706
2. Chris O’Hara - 1947 S. Priest Pl 83706
3. Wendy He - 2074 S. Pebble Creek Ln. 83706
4. Sheila Pope - 1014 Colorado Ave 83706
5. E.C. - 509 E. Park Lane 83706
6. Philip Beauregarde - 1008 E. Wright St. 83706
7. Michael Jordan - 314 N. Warren St. 83706
8. Dan Stanley - 314 N. Warren 83706
9. Gayle Rawlings - 400 S. Granite 83712
10. Robert Bender - 1906 S. Lendvillia Ave #8 83706
11. Amanda Fisher - 1100 S. Lendvillia Ave apt #8 83706
12. Kimberly Worthington - 610 E. Park Pl 83706
13. Olivia Yacoumi - 1953 S. Wood Duck Lane 83706
14. Steven Kramer - 438 W. Highland St 83706
15. M. Howell - 527 E. Park Center 83704

Date 11/14/19
PETITION

VISITORS AND DOG OWNERS WHO ENJOY FREQUENTING WILLIAMS PARK (201 W. Williams St.)
HEREBY PETITION INCREASING BENCH SEATING FROM 1 (outside the off leash area) TO 5, PLACING
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WE LOOK FORWARD TO APPROVAL OF THESE REQUESTS.

Boise City Resident Name/Address

11. Nikki Bonito / 2219 S. Dorothy Ave, Boise 83706
12. Nicholas Bavenue / 311 S. Morrison St., Boise, ID 83706
13. Melanie Nash / 5676 S. Adonis Pl, Boise ID 83706
14. Christian Curnan / 185 E Parkway St, Boise, ID 83706
15. Debra Favor / 861 E. Riverpark Ln. Boise ID 83706
16. Darcie Rae / 748 E Parkway Ct, Boise 83706
17. Kathy Grubb / 175 S. Division Ave, Boise 83706
18. Eddy Sridyal / 227 S. Dorothy Ave
19. Charles Hungerford / 1606 S Division Ave, Boise, ID 83706
20. Katie Kester / 343 W Elwood Dr, Boise ID 83706
21. Susan Erwin / 3372 S Coleridge Pl, BI 83706
22. AL Sneddon / 1922 W. Priest Pl, Boise 83706
23. LeAnn Rich / 1700 S. Benham Dr, Boise 83706
24. Rodney Albom / 1008 E. Whig St, Boise 83706
25. Sandy Sumer / 1924 Thornburn Way, Boise 83704

Date 11/14/19
Boise City Parks & Recreation
1104 Royal Boulevard
Boise, ID 83706

PETITION

VISITORS AND DOG OWNERS WHO ENJOY FREQUENTING WILLIAMS PARK (201 W. Williams St.)
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WE LOOK FORWARD TO APPROVAL OF THESE REQUESTS.

Boise City Resident Name/Address

26. Grace Kuruths 2031 Springbrook lane 83706
27. James Knapp 1911 S. Londerier Way 83706
28. Kim Carrington 2175 S. Wyoming ln Boise 83706
29. ____________________________
30. ____________________________
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39. ____________________________
40. ____________________________

Even 2 additional benches and one more trash can would be helpful.

Date 11/14/19
Williams Park Dog Off-Leash Program - 2019 Public Feedback

Exhibit K
December 04, 2019

Dear Parks and Rec Dept.,

I attended a meeting at a neighborhood church in 2012 to present my arguments against allowing off leash hours at Williams park in southeast Boise. I was “shushed” by the park flunky when I related the fact that I had been knocked down twice by out of control dogs in the park. What happens when an elderly person gets knocked down and injured?

I wrote to the mayor in 2013 regarding Williams Park and the problems I had witnessed during its “test” period. I also cited the inability for emergency vehicles to negotiate our very narrow street, Parliament Ct., when outsiders park here instead of in the parking lots adjacent to the park.

As you may know, the residents’ concerns were over-ridden and dogs are allowed off-leash from sunrise until 10:00am and again at 4:00pm until sundown.

Our objections in 2012 were dismissed and we were assured we had nothing to worry about. In reality, everything we feared and predicted has come to pass.

- People do not honor the times allowed.
- They do not pick up after their dogs.
- People do not have control of their animals and they jump on other people.
- Some dogs get attacked by other dogs.
- Garbage, including needles, are left in the park and areas maintained by our HOA.

And, now, another petition has been put around to extend the dog off-leash hours! It is supposedly only for an additional hour but since no one obeys the rules already in place, it is fair to assume that conditions will worsen.

Since more people are now aware of Williams Park, its very seclusion has attracted some of the worst among us. Hypodermic needles have been found throughout the neighborhood and in the parking lots. We are often awakened in the small hours by yelling and sounds of unrest. And some of our neighbors have had potentially dangerous interactions with strangers late at night. Vehicles are parked and left on Parliament Court for days at a time.

We believe that children who use the park for sports and play should not be exposed to hypodermic needles and dog poop.

My husband and I purchased a home adjacent to a park — not a dog park. We paid a high price to live in an area that would provide a peaceful quality of life for friends and family. We have
been denied that by individuals who don’t even live here but insist that their needs are far more relevant than ours.

In fact, they have the better end of the deal! They bring their dogs to play while they visit together and then, when they’re tired and have had enough, they return to their quiet homes while the residents that live on the park have to endure the noise of those who remain until they all decide to leave. Aren’t we lucky?

And now, it has been decided, with no input from Londoner Commons residents, that you are going to put benches in front of our fences for people to congregate and intrude on us even more! Are we supposed to let them use our bathrooms? Where does it stop?

I would like to come home from work and be able to lower the blinds in our family room so I can watch the park – not the people!

As homeowners, we pay for schools, police and fire yet we are not given even the slightest consideration about issues affecting our daily lives.

I am asking you to squelch this latest effort to extend the dogs-gone-wild hours and stop the benches that will encourage outsiders to use this neighborhood park for a meeting destination.

Sincerely,

Traci Menard
282 W. Parliament Ct.

Cc: Mayor Beiter
December 23, 2019

"Dear Parks and Rec Dept.,

I wrote to you on December 4, 2019 and sent a copy of the letter to Mayor Bieter.

I would have sent it and requested an answer via email but of course, I was unable to find a viable email address. Are you not interested in what the public thinks?

**What is the status of off leash hours and park benches being installed at Williams park?**

The Boise Department of Parks and Recreation has made decisions that have undeniably affected an entire group of homeowners in a negative manner and yet we hear nothing from you.

We did not appreciate the off-leash hours but we tolerated it. (By the way, *that* petition was far from legal!) Myself and my neighbors have stayed quiet these last seven years. And, as for me I had no problem for the first three-four years. But now, the situation has become unbearable!

During off-leash hours, and depending on the weather, we have anywhere from 20-25 individuals out here with their dogs. I counted 40 on one occasion. It's just too much.

I asked the woman who started this latest petition why she was doing this and she said she didn’t want to “walk home in the dark”. She is a liar. The woman walks with a cane and drives here from her home which is closer to Barber Park than Williams Park.

One of the requirements to live in a home that abuts Williams Park is that every home owner personally pays to put in an open, wrought iron fence or have no fence at all.

Again, please note that the fences *belong to the home owners* — not the Parks Department!

Putting benches in front of our homes for people to socialize on while their dogs play would be a huge imposition on the residents who own homes along the park. Not only would we not be able to avoid and ignore all of the people, we would no longer be able to enjoy our own *backyards*. Once again, we don’t pay a higher tax rate because we want strangers outside our homes. Where are our rights?

As it is now, we have to pick up dog crap outside our fences before we have family and friends over. The presence of multiple strangers within a stone’s throw of our homes would destroy the peaceful environment of any event.

There are a group of people who gather and let their dogs run while they visit. I have seen the dogs relieve themselves but their owners are too busy talking and don’t pick up after their dogs.
On one occasion, I offered a bag for a visitor to pick up after their dog, and I was shouted at and
given "the finger". We obviously can't risk any violent or malicious retribution on either our
homes or our animals so we have had to stay quiet and just let it happen.

I doubt you envisioned that Boise would boom the way it has, still, the Parks Dept. made the
decision to create a dog park where one was never intended to be.

I spoke with a young lady who writes citations and she was very nice. She gave me her card and
assured me that if I were to text her when I saw people breaking the rules, that someone would
be right out. I'm sure she meant it but as yet it hasn't happened.

I don't believe that more dog cops are the answer but at this stage it is worth a try. Here are
some suggestions:

Most people obey the rules during the week. But on the weekend, when it is not too hot
or too cold, you could easily cite 5-10 individuals. Probably more.

There is a woman who brings her dog to the park on weekday mornings, long before
sunrise. You can tell because she has a lighted collar on her dog. She parks on Parliament Ct and
uses the ingress intended for the city to maintain the park. Parking is only allowed in designated
areas. My street is not one of them.

Take Williams Park off of your website. The fewer people who are aware of it, the
better. After all, this was never intended as a destination park.

I don't know if any of these will help, but something must be done. And the Parks Dept. must be
the ones to do it.

Please send a response in the enclosed, self-addressed, prepaid envelope to:

Traci Menard
282 W. Parliament Ct.
Boise, ID 83706
From: Jennifer Tomlinson
Sent: Wednesday, February 12, 2020 8:54 AM
To: Chloe Sallabanks
Subject: FW: [External] Williams Park Follow up 01-08-20

From: CenturyLink Customer <jtmen@q.com>
Sent: Wednesday, January 8, 2020 10:40 PM
To: Jennifer Tomlinson <JTolmino@cityofboise.org>; dog1 <dog1@dangerdive.com>
Subject: Re: [External] Williams Park Follow up 01‐08‐20

Thank you, Jennifer

Since I have personally written two letters objecting to the extended off-leash hours and the placement of benches, I am surprised at your ignorance on the matter. In addition, some neighbors in our subdivision have requested documents and are pursuing the issue on their own. Several others have expressed their concern about the over population of dogs and people in the park.

To enlighten you, in 2012, a group of non-residents petitioned the Parks Dept. for off-leash dog hours.

- The petition was signed by some persons under 18 years of age and at least one non-U.S. resident.
- Jerry Pugh showed no concern when I mentioned that I had been knocked down on two separate occasions by out of control dogs
- The assurances that everyone would pick up after the dogs has not become reality
- Williams Park is not patrolled as regularly as we were assured it would be

For the record, per your e-mail, I never expressed a concern of which way the benches would face. They will be an intrusion by their very existence. The point is that we will be denied any privacy in our own backyards!

When we bought our homes, we paid an escalated price because it was adjacent to the park. None of the home owners imagined that the City of Boise would sanction the intrusion that has come to pass and negatively affect our daily lives.

The last thing being considered seems to be the concerns and rights of the home owners of Londoner Commons.

Where are our rights? I never hear anyone from the Parks Dept. protecting our concerns!

And, once again, the park was included in the development of Londoner Commons for the residents use. It was never intended as a "destination park”, a dog haven or a place for drug deals and usage.

Our community has been irreparably damaged. We seldom see a patrol car on our streets and when they do show up, they cruise the neighborhood. The streets are not where the problems take place. Try walking through the park at about 2:30 in the
morning! That's usually when the "magic" happens. I know this because our dog gets me up regularly about that time. She is reacting to the potential danger she perceives.

I still work but apparently my sleep and minor existence as a tax payer carries little weight.

When the off-leash hours were enacted, we were assured that they would be enforced and there would be no further action taken in Williams Park. It seems that, again, the City of Boise has not followed through on their promises. Meanwhile, we have to live everyday with your poor decisions.

Sincerely,

Traci Menard

From: "jtomlinson" <JTomlinson@cityofboise.org>
To: "CenturyLink Customer" <jtmen@q.com>
Cc: "dog1" <dog1@dangerdiver.com>
Sent: Wednesday, January 8, 2020 6:48:48 PM
Subject: RE: [External] Williams Park

Hi Traci,

I was not part of the department during the initial development of the dog off leash hours rules and regulations but I am going schedule the petition for increasing the hours to be heard by our Parks Commission, hopefully in February. Once I get that finalized, we will work on notification for the meeting.

I have honestly never had anyone concerned about the installation of park benches in a park, so this is new territory for me. We have an obligation both to the public who access the park and to neighbors who live around it to make the park accessible for all users. We generally install benches when we get requests as we need to provide opportunities for users, especially users with mobility issues to have a convenient place to rest. In looking at the placement of the benches, we were specifically trying to stay out of the middle of the space so that we didn’t impact drop in uses and the intent was to face them towards the park so that they did not look into anyone’s yards. The nearest benches are quite far from the area where folks run their dogs and we considered how those with mobility issues would have a difficult time keeping an eye over their dogs from the current benches on the pathway. Another option that we could look into would be to have a few picnic tables delivered to the park to provide for users instead of benches. These aren’t permanent and might be a compromise.

If you have any further comments or I can answer any additional questions, please let me know but I will be in touch once I get the Commission item scheduled.

Sincerely,

Jennifer Tomlinson
Parks Resource Supt/Sr Mgr
Parks and Recreation Department
Office: (208)608-7637
jtomlinson@cityofboise.org

Making Boise the most livable city in the country.
Dear Ms. Tomlinson,

Thank you for your response to my letter. It gives me hope that perhaps somebody at City of Boise cares about the residents.

Your response, however, did not directly address my concerns regarding the proposed park benches.

Please don't misunderstand. I am an animal lover and have been all my life. I currently have a dog and two cats and I love them dearly. But I would never foist my animals on other people or demand that they accept them.

Nor would I petition a city government department to alter other peoples' lives just to satisfy my wants and desires.

As I read through the documents that were obtained by Wendy Roesler, I see admissions by the Parks department that problems exist. One example from 4-18-2013 states that the signage for the park rules needs to be reduced because "users don't read them"! This is exactly the point! Further into the document it states that brochures "will not be handed out to everyone as it is likely most will be put in the trash". Again, you are making our point!

People will do as they like until they are forced to stop their behavior! My husband and I have tried to warn the rule breakers that if they are caught, they will pay a hefty fine but until it happens, they just don't care.

I don't like to beg but please don't appease and submit to these proposed changes. It is extremely unfair to intrude on our lives by providing more luxuries for those who don't even live here or pay the tax rate to do so.

I apologize if I sound in any way hostile, but this really is affecting our daily lives!

I hope to hear from you regarding this matter.

Sincerely,

Traci Menard