

RESOLUTION NO. 19-URA10

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, APPROVING THE LICENSE FOR ACCESS AND USE OF PROPERTY FOR PARKING AGREEMENT BETWEEN THE KETCHUM URBAN RENEWAL AGENCY AND THE CITY OF KETCHUM, IDAHO; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE AGREEMENT SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN AFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Ketchum, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the City Council ("City Council") of the City of Ketchum (the "City") by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the "2006 Plan") to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the amended Ketchum Urban Renewal Plan (the "Amended Plan");

WHEREAS, Agency is the owner of that certain parcel of real property located at 211 E. 1st Street, Ketchum, Idaho, 83340, with a legal description of Lots 5, 6, 7, and 8 of Block 19, Ketchum Townsite (the "Property");

WHEREAS, the City desires to renew a license for the use of the Property to construct additional parking and to operate and maintain the parking spaces constructed on the Property;

WHEREAS, the Agency finds it in the best interest of the public to grant a non-exclusive license to the City to accommodate these temporary uses while the Property is being held for further development for the purposes described herein and subject to the limitations set forth below, because it will promote the development of Ketchum;

WHEREAS, Agency staff and Agency Counsel have prepared a revised License for Access and Use of Property for Parking (“License Agreement”) between the Agency and the City, a copy of which is attached hereto as Exhibit A and incorporated by reference;

WHEREAS, Agency staff has reviewed the License Agreement and recommends approval of the License Agreement subject to certain conditions;

WHEREAS, the Board is committed to providing public parking opportunities within the Amended Plan area and the development of the Property will enhance development and activity within the Amended Plan area;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the revised License Agreement and to authorize the Chair or Vice-Chair to execute and attest the License Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below;

WHEREAS, the Board hereby authorizes the Chair, Executive Director, and Treasurer to take steps to affect the goals of the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE KETCHUM URBAN RENEWAL AGENCY OF THE CITY OF KETCHUM, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the revised License Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and are hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the License Agreement.

Section 3. That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the License Agreement and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the License Agreement subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the License Agreement or other documents are acceptable upon advice from the Agency’s legal counsel that said changes are consistent with the provisions of the License Agreement and the comments and discussions at previous Agency Board meetings.

Section 4: That this Resolution shall be in full force and effect immediately upon its

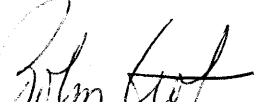
adoption and approval.

PASSED By the Urban Renewal Agency of Ketchum, Idaho, on August 20, 2018. Signed by the Chair of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on October 21, 2019.

URBAN RENEWAL AGENCY OF KETCHUM

By   
Susan Scovell, Chair

ATTEST:

By   
Robin Crotty, Secretary

**LICENSE FOR ACCESS AND USE  
OF PROPERTY FOR PARKING**

This License Agreement (“Agreement”) is entered into between the City of Ketchum, a municipal corporation duly organized and existing under the laws of the State of Idaho § 50-101 et seq. (hereinafter “City”) and the Ketchum Urban Renewal Agency, a public body politic and corporate of the State of Idaho, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code, with offices located at 480 East Ave. N, Ketchum, ID 83340 (hereinafter “Agency”). City and Agency may be referred to collectively as the “Parties”.

**WITNESSETH:**

- A. Agency is the owner of that certain parcel of real property located at 211 E 1st Street, Ketchum, ID 83340, with a legal description of Lots 5, 6, 7, 8 of Block 18, Ketchum Townsite, and depicted on attached **Exhibit A** (the “Property”).
- B. City has constructed a parking lot on the property.
- C. City desires to obtain a license for the use of the Property to operate and maintain the parking spaces constructed on the Property.
- D. Agency finds it in the best interest of the public to grant an-exclusive license to City to accommodate these temporary uses while the Property is being held for further development for the purposes described herein and subject to the limitations set forth below, because it will promote the development of Ketchum.

**NOW, THEREFORE**, Agency and City have agreed that City may enter upon the Property for the term and for the uses, and on the terms and conditions hereinafter set forth, and Agency does hereby grant to City, an exclusive license over, upon and across the Property for the purposes, period and uses described below.

In mutual exchange for the promises and covenants made herein, Agency issues an exclusive license to City on the following terms:

- 1. Definitions.
  - a. “Capital Costs of Parking Facility” shall mean the capital costs related to the design, engineering, and construction of the parking facility located on the Property and any parking equipment such as gates, barriers, ticket dispensers on or near the Property to support the use of the Property by cars and light trucks for parking, and repairs and ongoing maintenance, repair or replacement of the parking equipment and Property as may be reasonably necessary.

b. "Term" shall mean collectively the Initial Term and any Renewal Terms.

2. License for Parking Lot and Maintenance. A continuing license is hereby granted by the Agency to the City for installation, maintenance, repair and replacement of a parking lot and Capital Costs of Parking Facility, operation of a public parking lot on the Property, and general maintenance of the Property. This license may be extended to such design professionals and contractors and their agents, employees, subcontractors and consultants as determined by City to facilitate, continue and complete Capital Costs of Parking Facility as it may be necessary from time to time. City shall be responsible for paying the costs of Capital Costs of Parking Facility.

3. License for Use as Temporary Parking. A license for access to and use of the Property for parking purposes is hereby granted on condition that parking be used for public purposes. This License is personal to City and solely for the benefit of City and its patrons and shall not be deemed to run with the land or in any other way create a perpetual interest in City or any successors of City.

4. Initial Term. This License shall commence upon the signature of all parties (last date signed), and end September 30, 2018.

5. Renewal Terms. The City may, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew this License for additional annual Renewal Terms. Each annual renewal of this License (a "Renewal Term") shall be deemed exercised by the City upon the adoption by September 15 of any year, of a budget of the ensuing fiscal year, duly budgeting and appropriating the amount of money required to make the License Payments and all other payments payable by the City under the License. Within ten (10) days following the adoption of a budget duly budgeting and appropriating said funds of the ensuing year, City shall deliver to the Agency a written statement certifying that it has duly budgeted and appropriated said funds for the ensuing year, which written statement shall be accompanied by a copy of the budget so adopted and a certified copy of the resolution or other official action of the City's governing body adopting said budget and appropriating said funds. The due appropriation of funds as aforesaid shall constitute a valid and enforceable obligation of the City for the payment of such funds for the purposes provided herein, and shall not be subject to abatement for any cause. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year. For any Renewal Term commencing on October 1, 2019, or thereafter, the Agency may, at its discretion, notify the City in writing, no later than June 1, of its decision not to renew the License.

6. License Payments/Parking Revenues. City agrees to pay an annual License Payment in the amount of Thirty-six Thousand Dollars (\$36,000), which shall be payable in monthly installments. For any Renewal Term commencing on October 1, 2020, the license payment shall be as mutually acceptable to the City and Agency. If the City and Agency cannot reach such

agreement, this license shall terminate. All revenues from use of the Property by City shall belong to City during the Term.

7. Maintenance. City shall at all times and at its sole expense maintain the Property in a safe, neat, and clean fashion, free of weeds, trash, debris, and snow. City further agrees to keep and maintain all improvements located upon said Property in a good state of repair and as good or better condition as when City entered the Property, ordinary wear and tear excepted.

8. Insurance. City shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to City's use of the Property. Said insurance shall be written on an occurrence form and shall provide minimum protection of not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. The City shall provide the Agency a Certificate of Insurance verifying insurance coverage.

9. Restoration of Property After Termination. After the Initial Term of this License and any Renewal Terms expire, City shall within 30 days deliver the Property, including any improvements thereon, to Agency in an "as is" condition. City may remove Parking Equipment in its discretion.

10. Signage and Detour. The City is solely responsible for placing signage that warns the public of the temporary construction activities on the Property and detouring users away from the Property during any such period of construction.

11. Binding Effect. The terms of this License are binding on Agency, its successors and assigns and the City, and its successor and assigns.

12. Interpretation/Severability. If any clause, provisions, subparagraph, or paragraph set forth in this License is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of Agency and the City that the remainder of this License shall not be affected thereby.

13. Choice of Law. The terms and provisions contained in this License shall be governed and construed in accordance with the laws of the State of Idaho.

14. Attorney's Fees and Costs. In any suit, action or appeal therefrom to enforce, revoke or interpret this License, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

15. Complete Agreement. This License embodies the complete agreement between Agency and the City. This License cannot be modified, altered, amended, or terminated except by the written agreement of both Agency and City.

16. Permits. If any proposed reconstruction, relocation or maintenance of the uses contemplated by this License requires City to obtain land use, building, or other permits, City shall first obtain such permit before commencing such work, pay the required fees, and otherwise comply with the conditions set forth therein.

17. No Costs to Agency. Any and all costs and expenses associated with the City's ongoing use of the Property, or the repair and maintenance thereof, shall be at the sole cost and expense of the City.

18. Compliance with Law; Waste and Nuisances Prohibited. In connection with the City's use of the Property, the City covenants and agrees to:


- a. Comply with and observe in all respects any and all federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to traffic and pedestrian safety, and/or to the presence, use, generation, release, discharge, storage or disposal in, on or under the Property of any Hazardous materials (defined as any substance or material defined or designated as hazardous or toxic waste, material or substance, or other similar term, by any federal, state, or local environmental statute, regulation or occurrence presently in effect or that may be promulgated in the future);
- b. Obtain any and all permits and approvals required by any other unit of government; and
- c. Commit no waste or allow any nuisance on the Property.
- d. The City covenants and agrees to indemnify and hold Agency harmless from and against any and all claims, demands, damages license, liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly from or in any way connected with the breach of these covenants.

19. Authority. Agency and the City represent to the other that such party has full power and authority to execute, deliver and perform this License, that the individuals executing this License on behalf of said party have been and are fully empowered and authorized by all requisite action to do so; and this License constitutes a valid and legally binding obligation of said party enforceable against such party in accordance with this License.

20. Effective Date: This Agreement shall be effective as of the date it is signed and executed by Agency.

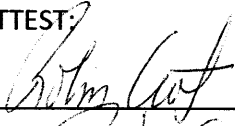
21<sup>st</sup> IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the  
day of October, 2019.

CITY



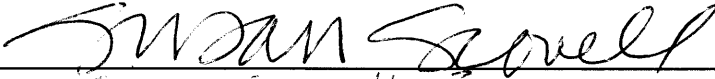
By: Neil Bradshaw  
Its: Mayor  
Date: 10/21/19

ATTEST:



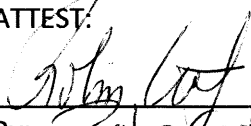
By: Robin Crotty  
Its: Secretary

AGENCY



By: Susan Scovell  
Its: Chair  
Date: 10/21/19

ATTEST:



By: Robin Crotty  
Its: Secretary



Exhibit A

