



City of Ketchum

March 15, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Consideration and Approval of Lease #20602 for 131 East River Street

Recommendation and Summary

Staff requests City Council authorize the Mayor to sign Lease #20602 between the City of Ketchum and city staffer Julian Tyo.

"I move to authorize the Mayor to sign Lease #20602 between the City of Ketchum and Julian and Katie Tyo."

The reasons for the recommendation are as follows:

- 131 East River Street, adjacent to Forest Service Park, was recently freshened up with paint and new appliances
- City staffer and family were on month-to-month lease that was terminated
- Family was unable to find housing

Introduction and History:

A city staff and family received notice of termination of their month-to-month lease. They were unable to find housing. The city had recently completed painting, replacement of refrigerator and range, and miscellaneous clean-up at the city's property at 131 East River Street so were able to provide temporary housing. The lease is for only 2 months as the family has since found permanent housing.

Sustainability Impact

There is no sustainability impact.

Financial Impact

The City will collect \$1,500 over the 2-month term of the lease.



City of Ketchum

Lease Agreement #20602

This lease agreement (the "Agreement") is made and entered into effective to March 1, 2021 (the "Effective Date") by and between the City of Ketchum (the "Landlord") and Julian and Katie Tyo (the "Tenant").

Subject to the terms and conditions stated below the parties agree as follows:

1. **PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the following: 131 East River Street, Ketchum, Idaho 83340 (the "Premises").
2. **TERM.** The lease term will begin on March 1, 2021 ("Commencement Date") and will terminate on April 30, 2021.

Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by law, or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law.

3. **MANAGEMENT.** The Tenant is hereby notified that the Landlord is the property manager in charge of the Property. Should the tenant have any issues or concerns the Tenant may contact Lisa Enourato at 208-726-7803.
4. **RENT.** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except the Security Deposit.

Tenant shall pay to Landlord a rent payment of \$750, payable on the first day of each calendar month. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of \$15, plus \$5 for each day thereafter until all rent, late fees and charges due are paid in full Lease payments shall be made to Landlord at the address of Landlord noted in the Notices provision of this Lease which may be changed from time to time by Landlord.

Rent shall be paid via check payable to:

City of Ketchum
POB 2315
Ketchum, ID 83340

If any payment is returned for non-sufficient funds or because Tenant stops payments, Landlord may, in writing, require Tenant to pay Rent in cash.

5. **SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord security deposit of \$500 to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law.

6. **POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.
7. **USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section shall constitute a material breach of this Agreement and is a just cause for eviction.

8. **OCCUPANTS.** No more than two adults and one child may reside on the Premises unless prior written consent of the Landlord is obtained.

This Lease and occupancy of the Premises is binding, individually and severally, on each person(s) specifically named and who signs this Lease, regardless of the named person's occupancy of the Premises.

Authorized Tenants/Occupants:

Julian Tyo
Katie Tyo
Anso Tyo

Tenant may have guests on the Premises for not over 3 consecutive days and no more than two guests per bedroom at any one time. Persons staying more than 3 consecutive days shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 3 consecutive days.

9. **FURNISHINGS.** The following furnishings or appliances will be provided by Landlord:

- a. Refrigerator
- b. Range
- c. Range Hood
- d. Wood Burning Stove
- e. Bed
- f. Sofa
- g. Coffee Table

Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

10. **DAMAGES.** Any damages to any Landlord provided items of property located in or on the Premises will result in a reasonable charge, determined by Landlord, to the Tenant.

11. **KEYS.** Tenant will be given two key(s) to the Premises. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.
12. **SMOKING.** Smoking is prohibited in any area in or on the Premises and on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and service persons. The Tenant will be liable for any damages caused to the Premises or Property due to Tenant or Tenant's visitors or guests smoking in the Premises or on the Property. Any violation of this policy will be seen as a breach of this contract and Landlord will be entitled to all remedies allowable by law including eviction.
13. **ANIMALS.** Lessee shall not bring onto the premises any animal of any kind for any reason without the prior written consent of Lessor. If consent is granted, Lessee will be required to pay a pet deposit in advance.
14. **STORAGE.** No additional storage space outside the Premises is provided or authorized by this Lease. Tenant shall not store any property in any area outside of the rented Premises at any time.
15. **PARKING.** This Lease provides for parking on the Premises as available. Should the Landlord need to provide parking for vehicles for which the parking area is intended, Tenant will be notified when arrangements have been made.
16. **MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in reasonably good repair at all times and perform all repairs reasonably necessary to satisfy any implied warranty of habitability. Lessee shall be responsible for keeping the leased premises in clean and sanitary condition, including but not limited to, lawn mowing and plant care, and a thorough regular cleaning of the carpets, floors, drapes, walls, bathrooms, kitchen and windows. Lessee will remove snow and ice in accordance with any applicable city or county ordinances.
17. **UTILITIES AND SERVICES.** Landlord shall be responsible for the following utilities and services in connection with the Premises:
 - a. Electricity
 - b. Water and Sewer
 - c. Gas
 - d. Heating
 - e. Garbage and Trash Disposal

Tenant shall be responsible for the following utilities and services in connection with the Premises:

- a. Telephone Service
 - b. Cable
 - c. Internet
18. **NON-SUFFICIENT FUNDS.** Tenant shall be charged \$30 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds or under a stop payment. In addition, a check returned due to insufficient funds or stop payment will be subject to any and all Late Payments provisions included in this lease. All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Lease.

Landlord reserves the right to demand future payments by cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check.

19. **DEFAULT.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within five days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease, including reasonable attorney's fees. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.
20. **HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes to that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.
21. **HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this lease.
22. **RENTERS' INSURANCE.** Since Landlord's insurance **DOES NOT** cover Lessee or Lessee's property, or Lessee's negligent actions or inactions for any reason, Lessee agrees to purchase a comprehensive Renter's Insurance Policy, against all perils, including, but not limited to, insurance on personal property and property of other persons for protection of loss due to, or caused by, negligence, theft, vandalism, bursting or breaking pipes, by or from fire, windstorm, hail, acts of God, malfunction of furniture and equipment and fixtures, flooding, leakage, steam, smoke, snow or ice, by or from running water, backing up of drainage pipes, seepage or the overflow of water or sewage on the premises, or from any other peril. Said policy shall include general liability coverage in the minimum amount of \$30,000.00 naming the Landlord as an additional insured and loss payee. A copy of the policy shall be delivered to Landlord prior to move-in. With respect to any renewal policy, a true copy of the original policy shall be furnished to the Landlord by Lessee not less than ten (10) days prior to the expiration date of the then existing policy. Lessee understands that no part of Lessee's monthly rent payment is allocated to Landlord's insurance coverage or premiums and therefore, Lessee has no claim on Landlord's insurance coverage for any loss, nor can Lessee make any claim that Lessee has any rights whatsoever regarding Landlord's insurance coverage. Lessee understands that for any loss to the property that was a result of Lessee's actions or inactions that Landlord will seek payment from Lessee's insurance policy first, before seeking payment from its own policy.
23. **DRUG FREE PROPERTY.** Lessee, Lessee's family and Lessee's visitors or guests shall not possess, consume, manufacture or sell any illicit drug on the leased premises. Violation of this lease provision is grounds for immediate termination of the lease without notice. Lessee agrees that Lessor shall have the right to report evidence of drug-related activity to local law enforcement, and that the reporting of drug-related activity and the subsequent work of law enforcement shall not constitute interference with the Lessee's quiet use and enjoyment of the property.

24. **CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
25. **REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall be allowed to conduct construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord, which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this lease.
26. **ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continue to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, landlord may enter the Premises without Tenant's consent.
27. **INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, garage, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or Agents.
28. **ACCOMMODATION.** Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.
29. **DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained, and proof of adequate insurance protection is provided by Tenant to Landlord.
30. **COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.
31. **MECHANICS LIENS.** Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kinds of lien on the Premises and the filing of this Lease constitutes notice

that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

32. **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing, the consent of which Landlord may withhold in its sole and absolute discretion. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.
33. **NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD: City of Ketchum
POB 2315
480 East Ave., N.
Ketchum, ID 83340

TENANT: Julian and Katie Tyo
POB 4202
Ketchum, ID 83340

Such addresses may be changed from time to time by either party by providing notice as set forth above.

34. **WAIVER OF RIGHTS AND TERMS.** Any failure by Lessor to enforce the terms of this agreement shall not constitute a waiver of said terms by Lessor. Lessor's acceptance of any portion of rent due before or after any default shall not be construed to remedy any default or waive any right of Lessor to affect any notice or legal action previously given or commenced.
35. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Idaho.
36. **ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
37. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

38. **BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

LANDLORD:
City of Ketchum

TENANT:
Julian & Katie Tyo

Signature

Signature

Signature

Date

Date

ATTEST:

Katrin Sharp
Interim City Clerk