



City of Ketchum  
City Hall

June 9, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Lease Agreement and Purchase Order #22099 with Sun Valley Company**

Recommendation and Summary

Staff is recommending City Council approve Lease Agreement and Purchase Order #22099 with Sun Valley Company for utilization of the Greyhawk parking lot as a park and ride during the Summer Solstice event.

"I move to approve Lease Agreement and Purchase Order #22099 with Sun Valley Company to utilize the Greyhawk parking lot as a park and ride during the Summer Solstice event."

The reasons for the recommendation are as follows:

- City is providing dog-friendly transportation to and from the Summer Solstice event at Warm Springs Preserve
- Utilizing the Greyhawk parking lot as a park and ride during the event will keep cars from impacting the streets in the Warm Springs area.
- The city has a similar lease agreement with Sun Valley Company for use of their property on Wagon Days

Current Report

The city is holding its Summer Solstice event at Warm Springs Preserve with the major purpose of thanking the community for providing donations to secure the purchase of the Preserve. Parking will not be allowed at the preserve between 1 and 11 p.m. on June 21 because of the event. The city has requested Council to approve a Charter Contract with Mountain Rides to provide dog-friendly transportation to the Preserve for those who want to walk their dogs or attend the event. The route would run between the Greyhawk parking lot and the YMCA. Sun Valley Company has agreed to enter into a lease agreement for the use of the Greyhawk parking lot.

Financial Requirement/Impact

The fee for the lease agreement is \$1.

Attachments:

Sun Valley Company Lease Agreement #22099  
Purchase Order #22099

**LEASE AGREEMENT #22099 WITH SUN VALLEY COMPANY  
FOR SUMMER SOLSTICE**

THIS LEASE AGREEMENT ("Lease") is made and entered into this 30<sup>th</sup> day of MAY 2022, by and between Sun Valley Company, a Wyoming corporation ("Lessor") and the City of Ketchum, an Idaho municipal corporation ("Lessee").

WHEREAS, Lessor is the owner of certain real property and improvements thereon as more particularly described as Greyhawk II Sub Fr, Lot 16 Blk 2 Inside City Warm Springs Parking Lot ("**Premises**"); and

WHEREAS, Lessor desires to lease all of such Premises to Lessee and Lessee desires to take under lease all of such Premises from Lessor upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and promises herein contained, the parties hereto agree as follows:

**ARTICLE I**  
**Premises and Term**

Lessor, for and in consideration of the rent, covenants, agreements and conditions hereinafter set forth to be kept and performed by Lessee, hereby leases the Premises to Lessee.

This Lease shall commence on June 21, 2022 and shall terminate at midnight on June 21, 2022.

**ARTICLE II**  
**Rent**

Lessee agrees to pay Lessor rental for Premises as follows: One Dollar (\$1.00) for the use of Premises.

**ARTICLE III**  
**Use of Premises**

It is covenanted and agreed that the Premises may be used for parking and shuttle pickup and return for the June 21 Summer Solstice celebration being held at Warm Springs Preserve.

Lessee shall not use the Premises in any manner that will render void any insurance carried by Lessor on the Premises.

Lessee shall not use the Premises for any purpose that violates any federal, state, county, or municipal statute or ordinance, or of any regulation, order, or directive of any governmental agency concerning the use and/or safety of the Premises.

**ARTICLE IV**  
**Assignment and Sublease**

Lessee will not assign or in any manner transfer this Lease or any interest therein and will not suffer or permit any assignment thereof by operation of law or sublet the Premises hereby leased, or any part thereof, or allow anyone to take over the Premises or this Lease with, through or under Lessee without the written consent of Lessor. The giving of any such consent shall not release or discharge Lessee from the performance of its duties and obligations. The granting of such written consent shall not be deemed to waive the requirement of prior consent for any subsequent or additional assignments or subleases.

**ARTICLE V**  
**Liability**

It is expressly understood that Lessee has fully inspected the Property and accepts the Property in their present condition. Lessee further agrees to accept all liability for the Property during the entire term of this Lease and accepts all liability for any and all damages, claims, actions or causes of action in any way related to the Property during the time of this Lease unless caused by the negligence or willful misconduct of Lessor.

**ARTICLE VI**  
**Compliance with Laws/Public Records**

Lessor, its agents and employees shall comply with all federal, state and local laws, rules and ordinances. This Agreement does not relieve Lessor of any obligation or responsibility imposed upon Lessor by law. Without limitation, Lessor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Lessor for Lessee regardless of physical form or characteristics may be public records pursuant to Idaho Code.

**ARTICLE VII**  
**Repairs and Maintenance**

It is expressly understood that Lessee accepts the Premises in their present condition. Lessee agrees to make and pay for all ordinary repairs to the interior of the Premises connected with Lessee's use of the Premises. Lessee agrees to make and pay for all ordinary repairs of mechanical equipment on the Premises connected with Lessee's use of the Premises.

Lessee assumes all liability for and Lessor shall not be held liable for injury, loss or damage to persons or property occurring on the Premises during the term of this lease.

Lessor, for itself and its agents, reserves the right to enter the Premises at all reasonable times during the term of this Lease for the purpose of (a) examining and inspecting the same; (b) making such repairs thereto as Lessor may deem necessary or desirable. Lessor will retain responsibility and liability for any of its own such actions.

**ARTICLE VIII**  
**Public Liability Insurance**

Lessee agrees to provide and keep in force during the term of this Lease general liability policies of insurance in an amount no less than Five Hundred Thousand Dollars (\$500,000) per occurrence, in standard form, reasonably satisfactory to Lessor, insuring Lessee against any liability that may accrue on account of any occurrences in or about the Premises during the term of this Lease, or in consequence of Lessee's occupancy thereof, or for Lessee's contractual liability under this Lease, and resulting in personal injury or death or property damage. Lessee shall furnish Lessor with a certificate or certificates of insurance covering such insurance so maintained by Lessee, stipulating that such insurance shall not be cancelled without notice in advance to Lessor. Lessee will accept a tender of Lessor's defense if Lessor is named a party to a lawsuit solely because of its ownership of the Property and not as a result of its own conduct.

**ARTICLE IX**  
**Fire Insurance**

Lessee shall keep the real property and any improvements used for the purpose of the Summer Solstice event insured against loss or damage by fire and the perils commonly covered under the standard extended coverage endorsement to the extent of the replacement value thereon.

**ARTICLE X**  
**Default by Lessee**

If any one or more of the following events ("**Default**") shall happen and be continuing, namely:

A. Lessee shall fail to pay any rent or other sum of money to Lessor when the same is due and such failure continues for Five (5) days after Lessor has given Lessee written notice thereof;

B. Lessee shall default in the performance of any of the terms or provisions of this Lease (other than the payment of rent or other sum of money) and shall fail to cure such default within Thirty (30) days after notice thereof is given;

Then, and in any of such events of Default, Lessor shall have the immediate right to re-enter the Premises and expel Lessee or any person, or persons occupying the same, with or without legal process, and in any such event, Lessee agrees to peacefully and quietly yield up and surrender the Premises to Lessor. Lessor shall also have the right to pursue all other legal and equitable remedies.

**ARTICLE XI**  
**Surrender of Possession**

Upon the termination of this Lease, whether by reason of lapse of time, cancellation, forfeiture or otherwise, or upon any uncured default by Lessee as hereinabove defined, Lessee shall immediately surrender and deliver to Lessor possession of the Premises and all appurtenances thereto in good condition and repair and shall repair any damages to the Premises that occurred during the term of this Lease.

#### **ARTICLE XII** **Waiver of Breach**

No waiver of any breach or breaches of any covenant or condition herein contained shall operate as a waiver of any breach of any other covenant or condition herein contained, or as the waiver of any subsequent breach of the same covenant or condition.

#### **ARTICLE XIII** **Costs and Attorneys Fees**

The costs, including reasonable attorneys' fees, of any action brought to enforce any of the terms or provisions of this Lease, shall be borne by the party adjudged by the Court to have violated any of the terms or provisions of this Lease.

#### **ARTICLE XIV** **Miscellaneous Provisions**

The headings of the several Articles and sections contained herein are for convenience only, and do not define, limit or construe the contents of such Articles and sections.

The various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, shall not be considered as exclusive of any other right or remedy of such party; but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party shall impair any such right, power or remedy, or be construed as a waiver of any default or nonperformance, or as acquiescence therein.

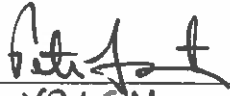
This Lease is and shall be considered to be the only agreement and understanding between the parties hereto with respect to the subject matter hereof. All negotiations and oral agreements acceptable to both parties have been incorporated herein. It may not be amended or modified by any act or conduct of the parties, or by oral agreement, unless reduced to writing.

All of the rights and obligations of the parties under this Lease shall bind, and the benefit shall inure to, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Lease has been executed the day, month and year first above written.

**LESSOR:**

Sun Valley Company,  
A Wyoming corporation

By:   
Its: VP & GM

**LESSEE:**

City of Ketchum,  
An Idaho Municipal Corporation

By: \_\_\_\_\_  
Its: Mayor

Attest:

\_\_\_\_\_  
Tara Fenwick, City Clerk



**CITY OF KETCHUM**  
**PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340**  
**Administration 208-726-3841 (fax) 208-726-8234**

**PURCHASE ORDER**  
BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

**PURCHASE ORDER - NUMBER: 22099**

<b>To:</b> 3980 SUN VALLEY COMPANY P.O. BOX 10 SUN VALLEY ID 83353	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
05/26/2022	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	Lease Agreement 22-4910-6060 491035	1.00	1.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		1.00

\_\_\_\_\_  
Authorized Signature